

COUNTY OF MILWAUKEE
INTEROFFICE COMMUNICATION

DATE : August 26, 2010

TO : Supervisor Elizabeth Coggs, Chair, Finance & Audit Committee
Supervisor Willie Johnson Jr, Chairman, Committee on Judiciary, Safety and General Services

FROM : Steven Kreklow, Fiscal and Budget Administrator

SUBJECT : Due Diligence Report for Greenfield Radio Tower

REQUEST

The DAS Division of Information Management Services (IMSD) is requesting to enter into a Sublease agreement with AT&T in order to locate six County radio antennas on a communications radio tower in the City of Greenfield (City). The installation on the AT&T tower will replace the current radio system site located on a water tower at 88th and Waterford in the City of Milwaukee. AT&T currently leases the site for the tower from the City.

BACKGROUND

Milwaukee County operates an 800 MHz radio system with nine tower sites through the County that support approximately 70 agencies including the Milwaukee County Sheriff's Office, Milwaukee County Transit System and the first responder agencies of 17 municipalities. Two municipalities are not included on the County's 800 MHz system, the cities of Greenfield and Milwaukee. The City of Greenfield's system functions as the backup for the Milwaukee County Sheriff's Office.

One of the nine existing tower sites supporting the 800 MHz system is located on a water tower in the City of Milwaukee at 88th and Waterford. Antennas are located on top of the water tower and radio equipment is located in the building below. In 2008, the radio equipment building and the antenna lines were significantly damaged due to severe weather. While this equipment is functional, it needs to be replaced. In addition, the City of Milwaukee notified the County in 2009 that City maintenance needed to be done on the water tower and that all radio equipment must be removed.

As a result, IMSD proposed a capital project to replace the damaged equipment and to relocate the entire site to the Greenfield Police Department radio tower communication site. That site is owned by the City of Greenfield and a portion of the property is leased to AT&T for a radio communications tower. The City has its own radio equipment building with both a battery backup and a generator.

Overview of Capital Project WO062 – Greenfield Public Safety Communications

1. Improvement in Radio Coverage

In considering relocation options for existing South County site, IMSD contracted with Motorola Inc. to perform a radio frequency coverage study. That study showed that the Greenfield site would improve radio coverage in the center of the County. In addition, by locating the site east of the current site at 88th and Waterford, frequency spillover into Waukesha County is reduced.

2. Project Budget, Scope and Schedule

In September of 2009, the Board of Supervisors approved an appropriation transfer which allocated \$200,000 for relocation of the radio equipment from 88th and Waterford to the Greenfield radio tower site. In July of 2010, the Board approved an additional transfer of \$45,226 in surplus funding to the project. In total, funding for the project consists of \$75,000 in insurance proceeds which must be spent by November 1, 2010 and \$170,226 in general obligation bonds.

The project scope includes the purchase of antennas and other equipment; relocating the repeater and associated equipment to the new site; and installation of the equipment.

Table 1 summarizes the current available balance and budget for the project, based on amounts carried over and encumbered into 2010.

Table 1
2010 Available Balance – Greenfield Public Safety Communications Project
Carryovers and Encumbrances

6146	Professional Svc Major	\$ 92,889
8557	Computer equipment > \$500	132,111
9780	Interest Allocation	500
	Total	\$225,500

In order to meet the deadlines for claiming the \$75,000 in insurance proceeds, the project schedule is estimated at 77 working days, beginning on October 1, 2010 and concluding by January 21, 2011.

3. Consideration of Project Alternatives

IMSD considered locating a new tower site on County-owned property as an alternative to leasing space on AT&T's radio tower. Three properties were feasible sites given the radio system requirements: Crystal Ridge, Greenfield Park, and Boerner Botanical Gardens. Crystal Ridge was eliminated from consideration because, as a former landfill, the ground is not sufficiently stable to support a radio tower. At both Boerner Botanical Gardens and Greenfield Park, the cost to provide electricity to the site and the wiring necessary for the communications equipment was prohibitive. In addition, protected species were identified in both sites.

REVIEW & ANALYSIS OF PROPOSED LEASES

Description of Proposed Leases

In order to implement the relocation of tower at 88th and Waterford to the City of Greenfield, the County must enter into two lease agreements, one with the City of Greenfield for space in the City's equipment building at the site, and a sublease with AT&T to locate six antennas on their tower.

1. Highlights of Proposed Lease with City of Greenfield (not inclusive of all lease terms)

Because the potential expenditures relating to this venture with the City of Greenfield in total are \$60,025, the Lease itself is not subject to due diligence. However, DAS – Fiscal, Corporation Counsel and the Risk Manager have reviewed the proposed Lease agreement and affirm that it conforms to County policy regarding disclosure, indemnity, and other lease terms. The following summarize highlights of the Proposed Lease.

Remuneration

In exchange for space in the City's equipment building at the Greenfield site, including the backup generator and battery backup, the County is obligated to pay \$1 per year in rent. In addition, the County will fund the cost of reprogramming the City's existing radios from analog to digital, at a not-to-exceed amount of \$60,000. The City now has approximately 200 radios. These radios are "digital ready" but are now programmed for analog use.

Lease Term

The term of the Lease is five years with four automatic five year renewals for a total potential term of 25 years. The County has the right to terminate the Lease after 90 days written notice if the site is unworkable for technical, licensing or regulatory reasons. The City can terminate the Lease for any reason after giving the County 12 months notice. . The Lease also grants an easement to the County for any construction required to complete access from the City radio building to the AT&T radio tower.

Ground Lease with AT&T

In addition, Staff has reviewed the City's Ground Lease with AT&T. In return for the Ground Lease, AT&T has granted the City space on the tower for up to six antennas. Although the Ground Lease allows the City to assign any of its rights to another public agency, the City is currently exceeding its allotment of antenna space.

2. Highlights of Proposed Sublease with AT&T (not inclusive of all lease terms)

Remuneration

In exchange for placing six antennas on the tower owned by AT&T, the County agrees to pay AT&T \$12,600 in annual rent payments, with a four percent annual escalation. Over the 25 year period, the County's liability under this Sublease agreement is \$524,738, or \$315,000 in net present value (assuming a four percent discount rate).

Lease Term

The term of the Sublease is five years with four automatic five-year renewal periods, for a potential term of 25 years. The County has the right to terminate the Sublease upon 60 days prior notice if it is unable to obtain or loses any license, permit or approval or if the County's use of the communications equipment is no longer consistent with optimal operation of the overall communication system.

Application Fee

The Sublease requires the County to pay AT&T an application fee of \$2,500 which is non-refundable if AT&T determines that the County's plans are unfeasible. It should be noted that AT&T has done a preliminary engineering review of the County's equipment needs and has indicated that the County's equipment can be accommodated on the tower.

Assignment Rights

The County may not assign the Sublease without prior consent of AT&T, not to be unreasonably withheld. AT&T has sole discretion regarding assignment.

Due Diligence – Proposed Sublease with AT&T

Because the total potential expenditure relating to this venture with AT&T exceeds \$100,000, the Sublease agreement is subject to due diligence. The following due diligence, in accordance with Administrative Procedure 7.92, is a "systematic, formal review of financial and business risks associated with ventures with non-county entities."

Cash Flow Projections/Operating Budget Impact

As described above, the proposed Sublease imposes a non-refundable application fee in 2010 of \$2,500. This fee will be charged to the capital project.

In addition, the annual lease amount in the agreement is \$12,600 with a four percent per year escalation. Expenditure authority for the annual rental fee payment from the County to AT&T will be included in the IMSD budget in future years.

Legal Liability

The proposed agreement requires the County to provide General Liability insurance in an aggregate amount of \$2.5 million and to name AT&T as additional insured. The County must provide AT&T with a certificate of insurance naming AT&T as an additional insured within 10 days of the commencement date. Since the County is self-insured, the Risk Manager will provide AT&T with a standard letter of self insurance.

The County also holds AT&T harmless from any and all liability.

Governance Structure/Procedures

AT&T is a publicly traded holding company with headquarters in Dallas, TX. Forbes Magazine reported this year that AT&T is the 13th largest company in the world. AT&T had revenues of \$123 billion in 2009 and a workforce of 294,600 people.

Financial Reporting System

Not applicable

Right-to-Audit Provisions

Not applicable

Project Feasibility Study

See description of the capital project, above.

Key Factors for success/failure of the venture

The proposed Sublease with AT&T and part of a larger venture that includes a County-funded capital project and an agreement with the City of Greenfield. Taken as a whole, some key factors for success and/or failure of the venture include:

- The requirement that the City of Greenfield approve the Lease with the County for space in the radio communication building
- Potential loss of \$75,000 in insurance proceeds if the project does not proceed before November 1, 2010
- During the move of equipment, radio reception will be reduced in a small area of the County
- Potential for malfunction of repeaters when they are re-located, leading to temporary disruption of radio service. The repeaters date from the early 1990s and have not been re-located before. However, the risk is mitigated by the County's maintenance agreement with Motorola and redundancy within the system.

Public Policy Impacts

The Sublease, as part of a larger project, will improve radio coverage in the central part of the County and will reduce radio interference with Waukesha County.

Employee/Labor Relations Impacts

None

Environmental

Both parties to the Sublease agree to conduct their activities in compliance with all applicable environmental laws.

Each party further indemnifies the other against any claims and liability due to the introduction, use, existing or discovery of any hazardous substance on the property or the migration of any hazardous substance to other properties. This provision of the Sublease survives the expiration or termination of the agreement.

Tax Consequences

Currently, under the City's Lease with AT&T, both parties agree that the property is tax exempt. Should that determination change, the County would be liable under the proposed Sublease for its pro-rate or equitable share of taxes.

Conflicts of Interest/Ethics

None identified.

Organizational Chart/Mission Statement

See Attachment D.

RECOMMENDATION

Acknowledging the opinions of IMSD, Risk Management, and Corporation Counsel staff as well as DAS's review of pertinent documents, DAS recommends that the attached Sublease with AT&T for space upon and adjacent to the radio communications tower in the City of Greenfield be approved.

Staff Analyst: Davida Amenta



Steven Kreklow, Fiscal and Budget Administrator

Attachment A – Proposed Sublease between Milwaukee County AT&T

Attachment B – Proposed Lease with City of Greenfield

Attachment C – Executed Lease between City of Greenfield and AT&T

Attachment D – AT&T Mission Statement and Organization Chart

pc: Scott Walker, County Executive
Supervisor Lee Holloway, Chair, County Board of Supervisors
Thomas Nardelli, Chief of Staff, County Executive's Office
Cynthia Archer, Director, Department of Administrative Services
Terrence Cooley, Chief of Staff, County Board
Stephen Cady, County Board Fiscal and Budget Analyst
Tim Schoewe, Interim Corporation Counsel
Jason Gates, Risk Manager, DAS – Risk Management
Laurie Panella, Acting CIO, DAS - IMSD

AT&T Site ID:
State:
County:

Attachment A
SUBLEASE AGREEMENT

THIS SUBLEASE AGREEMENT (hereinafter referred to as "Sublease") by and between New Cingular Wireless PCS, LLC, a Delaware limited liability company with offices at 12555 Cingular Way, Suite 1300, Alpharetta, Georgia 30004 (hereinafter referred to as "Sublessor") and

County of Milwaukee, a Municipal corporation, d/b/a Milwaukee County with offices at 901 n 9th street Milwaukee WI 53203 (hereinafter referred to as "Sublessee").

At its sole discretion, Sublessor may execute this Sublease following the acceptance of a Site Lease Application and Application Fee from Sublessee. Prior to or in conjunction with this Sublease, Sublessee shall submit the following to Sublessor:

- A. Site Lease Application (the "Application"); and
- B. Application Fee of \$2,500 (the "Fee").

After receipt of the Application and Fee from Sublessee, and after an initial review of the application for completeness and space and area availability, Sublessor shall provide to Sublessee a copy of the underlying lease for the Premises, a copy of any structural drawings and site plans (if available) and other relevant information (collectively, the "Sublessor Documents").

Upon receipt of the Sublessor Documents, Sublessee shall develop preliminary site plans (the "Preliminary Plans") showing the location of Sublessee's facilities and accessory equipment and showing the associated structural loading.

An application may not be approved, at the sole discretion of Sublessor, for any reason whatsoever including but not limited to structural limitations caused by the loading created by the addition of the Sublessee's antennas and associated cabling if Sublessee's additional loading prohibits Sublessor from placing a full array of 12 standard panel antennas and 24 coax plus 2 microwave dishes of 6' each (at a height acceptable to Sublessor) on the Tower as hereinafter defined.

Upon finding that Sublessee's Application and proposed facilities are acceptable, Sublessor will sublease the Subleased Premises, as defined below, subject to the terms and conditions of this Sublease as follows:

1. **Premises.** Subject to the following terms and conditions, Sublessor subleases to Sublessee certain space and area upon and adjacent to Sublessor Tower, as hereinafter defined, as more particularly described in **Exhibit 1** ("Plans and Specifications") and **Exhibit 2** ("Subleased Premises"), attached hereto. Sublessee's use and maintenance of the Subleased Premises shall be limited only to that portion thereof described and depicted in **Exhibits 1 and 2**, provided, however, Sublessee shall have the right of pedestrian and vehicular ingress and egress, together with the installation of utilities serving the Subleased Premises and improvements thereon, over and across the real property more particularly described in **Exhibit 3** (the "Property") attached hereto.

2. **Primary Lease Agreement.** The parties acknowledge and agree that Sublessor is leasing the property identified in **Exhibit 3** for the purpose of constructing, operating and maintaining a telecommunication tower, antenna facilities and other attendant facilities ("Tower") pursuant to a Lease Agreement ("Primary Lease") by and between Sublessor and _____, dated _____ attached hereto as **Exhibit 4**. Sublessor's right and ability to sublease the Subleased Premises to Sublessee is expressly limited by and subject to the terms of the Primary Lease and each and every term and condition of this Sublease shall be governed by and subordinate to the terms and conditions of the Primary Lease, each of which is incorporated herein by reference. In the event of any conflict between the terms and conditions of this Sublease and the Primary Lease, the terms of the Primary Lease shall control and govern Sublessee's rights hereunder. In the event the Primary Lease is terminated for any reason, this Sublease shall terminate at the same time, and Sublessee shall have no cause of action or claim against Sublessor and Sublessee's rights hereunder shall terminate and be forever waived.

3. **Term.**

The initial term ("Initial Term") of this Sublease shall be for a period of five (5) years and shall commence 120 days after full execution of this Sublease, or upon commencement of construction at the Subleased Premises, whichever occurs first ("Commencement Date"), and shall expire at midnight on the fifth anniversary of the Commencement Date. Sublessee shall memorialize the Commencement Date of this Sublease in writing, sent via certified mail, to Sublessor at the addresses set forth in this Sublease.

This Sublease shall be automatically extended for four (4) additional five (5) year terms, each being a renewal term ("Renewal Term"), unless Sublessee provides written notice of its intention not to renew the Sublease no later than three (3) months prior to the expiration of the Initial Term or of the then current Renewal Term, as the case may be; provided, however, such automatic right of renewal is contingent upon Sublessee not being in default of the Sublease.

Sublessee agrees that if Sublessee remains in possession of the Subleased Premises after the expiration of the Initial Term or any Renewal Term of this Sublease, without exercising its right to renew, Sublessee shall be deemed to be occupying the Subleased Premises as a Sublessee-at-sufferance on a month-to-month basis, subject to all the covenants and obligations of this Sublease.

4. **Rent.** Sublessee shall pay to Sublessor as rent, an amount equal to \$1,050 per month, plus its pro-rata or equitable share of any applicable taxes (including but not limited to; any current or future sales tax, sublease tax, lease and/or leasehold tax, tenant tax, subtenant tax, tower tax, real estate tax, property tax, personal property tax, excise tax, etc.) ("Rent"). Rent shall be for Tower and ground space. Rent shall be payable on the first day of each calendar month in advance at the following address: AT&T Mobility, Attn: Co-Location A/R, P. O. Box 97079, Redmond, WA 98073-9779. If the term commences other than on the first day of the month, the Rent shall be prorated for the first month for the number of days from the Commencement Date to the end of the month. If this Sublease is terminated on a day other than on the last day of a month, then Rent shall be prorated as of the date of termination and in the event of termination for any reason other than a default by Sublessee, all prepaid Rent shall be refunded to Sublessee.

The Rent due under this Sublease shall increase annually on the anniversary of the Commencement Date by four percent (4%) over the base Rent payable for the immediately preceding year.

5. **Permitted Use.** The Subleased Premises may be used by Sublessee to install, maintain and operate wireless antenna equipment on Sublessor's Tower; provided, however, Sublessee must coordinate the frequency of its wireless antenna equipment with Sublessor to the satisfaction of Sublessor as determined in its sole discretion ("Permitted Use"). Sublessee's antenna equipment (hereinafter referred to as "Communications Equipment"), is attached as **Exhibit 1.**

All Communications Equipment shall be anchored and installed on Sublessor's Tower in accordance with good and accepted engineering practices, and by Sublessee or a contractor approved by Sublessor. Sublessee must notify Sublessor of its intent to install the Communications Equipment prior to installation and, subject to the approvals of Sublessor as contemplated hereunder, Sublessee shall also notify Sublessor upon its completion of the installation of its Communications Equipment, and provide Sublessor with required "As Built" plans and related documents depicting the installation within sixty (60) days of completion of construction.

6. **Access.** Sublessor agrees that during the term of this Sublease, Sublessee shall have the right of reasonable ingress and egress on a 24 hour basis to the Subleased Premises (subject to the Primary Lease) for the purpose of installing, maintaining, repairing and removing its Communications Equipment. Sublessee acknowledges and agrees, however, that such access shall be permitted only to authorized engineers or employees of Sublessee or persons under the direct supervision of Sublessee for the limited purposes set forth herein. Sublessee shall use its best efforts to provide Sublessor with 24 hours advance written notice for Sublessee's routine access to its Communications Equipment and in the event of emergency, Sublessee shall give Sublessor notice as soon as reasonably possible.

7. **Interference.** Sublessee shall not use the Subleased Premises in any way that interferes with Sublessor's business operations or with its use of the Property or any equipment located thereon or by subtenants or sublicenses of Sublessor holding rights to the Property on the date of this Sublease. In the event of such interference, Sublessee will cause such interference to cease upon not more than twenty-four (24) hour notice from Sublessor. If Sublessee is unable to eliminate such interference within seventy-two (72) hours, Sublessee agrees to remove its Communications Equipment from the Property and this Agreement shall terminate. Sublessee hereby acknowledges that any interference with Sublessor's business operations shall cause Sublessor to suffer irreparable injury and entitle Sublessor, in addition to exercising any other rights or remedies available hereunder or under applicable law, to seek the immediate enjoinder of such interference.

8. **Improvements; Utilities; Removal.**

a. All work by Sublessee shall be performed in compliance with all applicable laws and ordinances. Sublessee is not authorized to contract for or on behalf of Sublessor for work on, or the furnishing of materials to, the Subleased Premises or any other part of the Property, and Sublessee shall discharge of record by payment, bond or otherwise, within ten (10) days subsequent to the date of its receipt of notice thereof from Sublessor, any mechanic's, laborer's or similar lien filed against the Subleased Premises or the Property for work or materials claimed to have been furnished at the instance of Sublessee. The Communications Equipment shall remain the exclusive property of Sublessee, and Sublessee shall have the right to remove all or any portion of the Communications Equipment at any time during the term of the Sublease and following any termination of this Sublease; provided Sublessee is not in default of this Sublease. Any property which is not removed by Sublessee within ninety (90) days after the expiration or earlier termination of this Sublease upon the expiration of said ninety (90) day period, shall at the option of Sublessor (i) be removed and

discarded or stored by Sublessor at Sublessee's expense, or (ii) become the property of Sublessor, and Sublessee shall thereafter have no rights, obligations or liabilities whatsoever with respect thereto.

b. Sublessee, at its sole cost and expense, shall erect, maintain and operate on the Premises, separate utility services from the servicing utility company or companies. Sublessee shall individually and directly pay for the utility services it consumes in its operation.

9. **Termination.** Except as otherwise provided herein, this Sublease may be terminated as follows:

a. by Sublessee if Sublessor does not approve Sublessee's Application;

b. By Sublessor, if Sublessee fails to make any monetary payment due under this Sublease within ten (10) days after Sublessee's receipt of written notice of default from Sublessor;

c. by either party if the other party defaults (other than a default described in Section 9. b. above) and fails to cure such default within thirty (30) days after written notice of such default is received; provided, however, that if such default is capable of being cured, but not within such 30-day period, this Sublease may not be terminated so long as the defaulting party commences appropriate curative action within such 30-day period and thereafter diligently prosecutes such cure to completion as promptly as possible;

d. by Sublessee upon sixty (60) days prior notice if it is unable to obtain, maintain or otherwise forfeits or cancels any license, permit or governmental approval necessary for the construction or operation of the Communications Equipment; or

e. by Sublessee upon sixty (60) days prior written notice if Sublessee determines, in its reasonable discretion exercised in good faith, that based on (i) technology, (ii) interference with use of the Subleased Premises resulting from the acts of any third party, an act of God or from other natural forces, or (iii) changes in system design or system usage patterns, Sublessee's use of the Communications Equipment (as the same may have been modified from time to time) is no longer consistent with the optimal operation of Sublessee's communication system.

f. by Sublessor upon prior written notice to Sublessee if the Primary Lease is terminated by Sublessor or its landlord for any reason by either party or Sublessor does not elect, in its sole discretion, to renew any term of the Primary Lease.

10. **Casualty and Condemnation.**

a. If at any time during the term of this Sublease all or "substantially all" (meaning the remaining portion thereof shall not be of sufficient size or condition to permit the continuation of Sublessee's Permitted Use in a commercially reasonable manner) of the Communications Equipment upon the Subleased Premises shall be damaged and/or destroyed by fire or other casualty, then Sublessee may terminate this Sublease by providing written notice to Sublessor, which termination shall be effective as of the date of such damage and/or destruction, and whereupon Sublessee shall be entitled to collect all insurance proceeds payable on account thereof and to the reimbursement of any prepaid Rent, to be apportioned as of the termination date.

b. If at any time during the term of this Sublease all or "substantially all" (as described in the preceding section 10.a of the Subleased Premises or the buildings and improvements located thereon shall be taken in the exercise of the power of eminent domain by any governmental or other authority, or by deed in lieu of condemnation, then Sublessee may terminate this Sublease by providing written notice to Sublessor, which termination shall be effective as of the date of the vesting of title in such taking, and any prepaid Rent shall be apportioned as of said date and reimbursed to Sublessee. Sublessor and Sublessee shall each be entitled to pursue their own separate awards with respect to such taking. In the event of any taking of less than all or substantially all of the Subleased Premises, this Sublease shall continue and each of Sublessor and Sublessee shall be entitled to pursue their own separate awards with respect to such taking.

11. **Taxes.** Sublessee shall pay its pro-rata or equitable share of any applicable taxes (including but not limited to; any current or future sales tax, sublease tax, lease and/or leasehold tax, tenant tax, subtenant tax, tower tax, real estate tax, property tax, personal property tax, excise tax, etc.) which is attributable to Sublessee's use of the Subleased Premises, and Sublessor agrees to furnish proof of such increase to Sublessee.

12. **Insurance and Subrogation.**

a. Sublessee will provide Commercial General Liability Insurance or self-insurance program equivalent in an aggregate amount of \$2,500,000 and name Sublessor. Sublessee may satisfy this requirement by obtaining appropriate endorsement to any master policy of liability insurance maintained by Sublessee and providing Sublessor within ten (10) days of the Commencement Date with a certificate of insurance or letter of self insurance.

b. Workmen's Compensation coverage in the statutory amount.

13. **Hold Harmless.** Sublessee agrees to indemnify and save Sublessor harmless from any and all liability, claims, lawsuits, and costs, including reasonable attorneys' fees, costs and expert witness' fees, arising from or in any way relating to Sublessee's use of the Premises under this Sublease. Sublessee agrees to use and occupy the Premises at Sublessee's own risk, and hereby releases Sublessor, its agents and employees, from any and all liability, claims, lawsuits or costs, or any other damages or injuries to the fullest extent permitted by law.

14. **Notices.** All notices, requests, demands and other communications hereunder shall be in writing and shall be deemed given if mailed, certified mail, return receipt requested, or sent by overnight carrier to the following addresses:

If to Sublessor: (via USPS):
New Cingular Wireless PCS, LLC
Attn: Network Real Estate Administration
12555 Cingular Way, Suite 1300
Alpharetta, Georgia 30004
RE: Site Name / FA #

With a copy to:
New Cingular Wireless PCS, LLC
Attn: Legal Department

15 East Midland Avenue
Paramus, NJ 07652
RE: Site Name / FA #

If to Sublessee:
Sublessee

With a copy to:

15. **Environmental Laws.** As used herein, the term "Environmental Laws" shall mean any and all local, state or federal statutes, regulations or ordinances pertaining to the environment or natural resources. As used herein, the term "Hazardous Substance" shall mean any toxic or hazardous waste or substance (including, without limitation, asbestos and petroleum products) that is regulated by Environmental Laws.

Each party represents, warrants and agrees that it will conduct its activities on the Subleased Premises or the Property in compliance with all applicable Environmental Laws. Sublessee agrees to defend, indemnify and hold Sublessor harmless from and against any and all claims, causes of action, demands and liability including, but not limited to, damages, costs, expenses, assessments, penalties, fines, losses, judgments and attorneys' fees that Sublessor may suffer due to the introduction, use, existence or discovery of any Hazardous Substance on the Subleased Premises or Property or the migration of any Hazardous Substance to other properties or released into the environment, that is caused by or results from Sublessee's activities on the Subleased Premises or Property.

Sublessor agrees to defend, indemnify and hold Sublessee harmless from and against any and all claims, causes of action, demands and liability including, but not limited to, damages, costs, expenses, assessments, penalties, fines, losses, judgments and attorneys' fees that Sublessee may suffer due to the introduction, use, existence or discovery of any Hazardous Substance on the Subleased Premises or Property or the migration of any Hazardous Substance to other properties or released into the environment, that is caused by or results from Sublessor's activities on the Subleased Premises or Property.

The indemnifications in this section specifically include costs incurred in connection with any investigation of site conditions or any cleanup, remedial, removal or restoration work required by any governmental authority. The provisions of this section will survive the expiration or termination of this Sublease.

16. **Assignment and Subleasing.** Sublessee may not assign or sublet this Lease Agreement without the prior written consent of Sublessor which approval shall not be unreasonably withheld. Sublessor may assign this Sublease without notice to or consent from Sublessee, in its sole discretion.

17. **Relocation of Communications Equipment.** Sublessor reserves the right, upon 365 days prior written notice, to relocate Sublessee's Communications Equipment either within the Subleased Premises or the Property, as Sublessor determines, and on the Tower. In the event relocation is required, Sublessee shall bear the expense of such relocation. If, however, Sublessee determines that the proposed relocation area upon the Tower is no longer consistent with the optimal operation of Sublessee's communication system, then Sublessee shall have the right to terminate this Sublease immediately. Upon termination of this Sublease, Sublessee shall have 365 days to remove its Communications Equipment from the Tower and

Subleased Premises, and return the Subleased Premises to its original condition, reasonable wear and tear from the elements excepted.

18. **Working Drawings:** Sublessee shall proceed with Sublessee's work in accordance with the following schedule:

a. Sublessee shall submit to Sublessor working drawings ("Working Drawings") prepared by Sublessee; and

b. Sublessor shall, within thirty (30) days of receipt, either approve such Working Drawings or designate by notice in writing to Sublessee the specific changes required to be made to the Working Drawings or request additional information, which Sublessee shall provide, and Sublessee shall resubmit the modified Working Drawings to Sublessor within thirty (30) days.

19. **Force Majeure.** Sublessor shall not be liable to Sublessee for any loss or damage to the Subleased Premises, Sublessee's use or its equipment due to fire, other casualty, act of God, the state of repair of the Subleased Premises, the bursting or leakage of any water, gas, sewer or steam pipes, or theft or any other act or neglect of any third party unless such loss or damage was caused by the sole negligent act or omission of Sublessor, its agents, servants, employees, contractors, licensees or invitees.

20. **Miscellaneous.**

a. The prevailing party in any litigation arising hereunder shall be entitled to its reasonable attorneys' fees and court costs. With respect to this section and any other provision in this Sublease providing for payment or indemnification of attorneys' fees, such fees shall be deemed to include reasonable fees incurred through any applicable appeal process and shall include fees attributable to legal services provided by any in-house counsel and staff to the prevailing or indemnified party. For purposes hereof, the services of in-house attorneys and their staff shall be valued at rates for independent counsel prevailing in the metropolitan area in which such counsel and staff practice.

b. This Sublease constitutes the entire agreement and understanding of the parties and supersedes all offers, negotiations and other agreements. There are no representations or understandings of any kind not set forth herein. Any amendment to this Sublease must be in writing and executed by both parties.

c. Either party hereto that is represented in this transaction by a broker, agent or commission salesperson (a "Representative") shall be fully and exclusively responsible for the payment of any fee, commission or other compensation owing to such Representative, and shall indemnify and hold the other party harmless from and against any claim to a fee, commission or other compensation asserted by such Representative, including reasonable attorneys' fees and costs incurred in defending such claim.

d. Each party agrees to not record this Sublease.

e. This Sublease shall be construed in accordance with the laws of the county and state in which the Subleased Premises is located.

f. If any term of this Sublease is found to be void or invalid, such invalidity shall not affect the remaining terms of this Sublease, which shall continue in full force and effect.

g. Whenever under the Sublease the consent or approval of either party is required or a determination must be made by either party, no such consent or approval shall be unreasonably withheld or delayed, and all such determinations shall be made on a reasonable basis and in a reasonable manner.

h. Sublessor covenants that Sublessee shall, upon paying the Rent and observing the other covenants and conditions herein upon its part to be observed, peaceably and quietly hold and enjoy the Subleased Premises during the term of this Sublease or as it may be extended subject to the Primary Lease.

i. Upon receipt of Sublessor's written request and within fifteen (15) days after said request, Sublessee shall execute, acknowledge and deliver to Sublessor, a certificate stating that: This Sublease is in full force and effect and has not been modified, supplemented or amended in any way, except as specified in such certificate; there are no existing defenses or offsets, except as specified in such certificate; Sublessee has not paid any Rent in advance, except as specified in such certificate; Sublessee is not in default in the payment of Rent or any of the other obligations required of Sublessee under this Sublease; and Sublessee has paid Rent, additional Rent, and any other payments due Sublessor as of the date set forth in the certificate.

j. Nothing herein contain shall be deemed or construed by the parties hereto, nor by any other party as creating the relationship of principal and agent or of partnership or of joint venture between the parties hereto. Neither the method of computation of Rent, nor any other provision contained herein, nor any acts of the parties hereto, shall be deemed to create any relationship between the parties hereto other than that set forth hereto.

k. Sublessor will cooperate with and permit Sublessee, at Sublessee's sole cost and expense, to implement reasonable measures in order for Sublessee to fulfill its RF exposure obligations at the transmitting site, including restricting public access and posting signs and markings. If Sublessor does not fulfill its obligations pursuant this paragraph, in addition to all other remedies it may have, Sublessee may terminate this Sublease upon written notice to Sublessor without further obligation to pay rent under this Sublease.

l. Waiver of a breach of any provision hereof under any circumstances will not constitute a waiver of any subsequent breach of such provision, or a breach of any other provision of this Sublease.

IN WITNESS WHEREOF, the parties have entered into this Sublease as of the dates set forth below.

WITNESSES:

NEW CINGULAR WIRELESS PCS, LLC

By: AT&T Mobility Corporation
Its: Manager

Print Name: _____

By: _____
Name: Neil Boyer
Title: Director-Network

Print Name: _____

Date: _____

SUBLESSEE:

Print Name: _____

By: _____
Name: _____
Title: _____

Print Name: _____

Date: _____

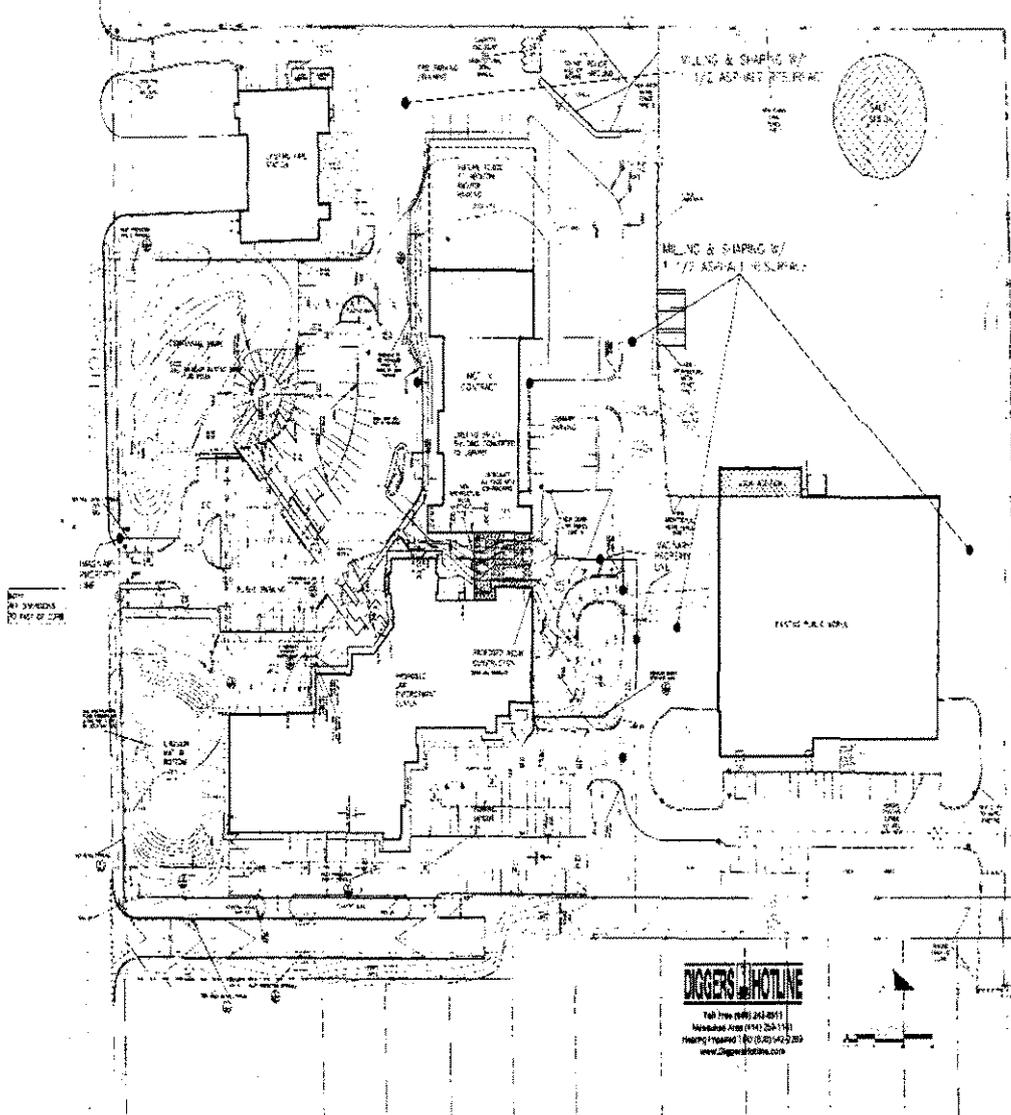
[Add notary or attestation as required by state law]

**EXHIBIT 1
PLANS AND SPECIFICATIONS**

(including description of the antenna location, and location of ground
equipment on the ground portion of the Premises)

Number of Antennas:	Six_____
Antenna Manufacturer and Type-Number:	Sinclair SC412-HF2LDF-DI_____
Weight and Dimension of Antenna(s) (L x W x D):	251.5" x 5" x 5" 79 lbs_____
MW Dish diameter and approved RAD Center:	NA_____
Number of Transmission Lines:	6_____
Diameter and Length of Transmission Line:	5 x 1.25 and 1 X 7/8_____
Location of Antenna(s) on Tower (Approved RAD Center):	200'
Direction of Radiation (Azimuth):	<u>0, 60, 120, 180, 240, 300</u>
Dimensions of SUBLESSEE Ground Space:	NA_____
Frequencies/Max. Power Output:	75w_____
Other Equipment to be placed on Tower:	Bird Tower Top Amp TTA 424-83A-04_____
Dimensions of Additional Ground Equipment:	18" x 6" 6" 17.5 lbs._____

EXHIBIT 2
See Attached Site Plans:



<p>Geotechnical Information See Plan for Foundation Details and Notes</p>
<p>Plan Law Enforcement Center</p>
<p>Geotech Worksheet</p>
<p>Project 2771</p>
<p>City of Council Bluffs</p>
<p>Scale 1" = 10'-0"</p>
<p>Author [Blank]</p>
<p>Check [Blank]</p>
<p>Drawn [Blank]</p>
<p>Revised [Blank]</p>
<p>Notes See Drawing and Field Notes</p>
<p>Sheet C-2</p>

DIGGERS HOTLINE
 1-800-999-2424
 565-1111
 www.diggershotline.com

EXHIBIT 3
(the Property)

Common Address: 7835 w. Forrest Home, Greenfield, WI. 53208

Legal Description: Access Easement

An access easement 12.00 feet in width being part of the Southwest ¼ of Section 23. Township 6 Range 21 East, in the City of Greenfield, Milwaukee County, Wisconsin, the West line of said easement being described as follows:

Commencing at the Southeast corner of said ¼ Section; thence South 88°-30'-37" West along the South line said ¼ section 612.30 feet; thence North 00°-05'-58" West 60.02 feet to the North line of West Layton Avenue and the point of beginning of the West line to be described; thence continuing North 00°-05'-58" West 302.02 feet to the North line of the Municipal Building parking lot and the point of termination of said West line; the East line of said easement to be shortened or extended to meet at the North line of West Layton Avenue and the North line of the aforementioned parking lot.

Lease Site & Utility Easement

Part of Southwest ¼ of section 23, Township 6 North, Range 21 East, in the City of Greenfield, Milwaukee County, Wisconsin described as follows:

Commencing at the Southeast corner of said ¼ Section; thence South 88°-30'-37" West along the South line of said ¼ Section 612.30 feet; Thence North 00°-05'-58" East 515.82 feet to the point of the beginning of the land to be described; thence North 89°-54'-02" West 50.00 feet to Point "A"; Thence North 00°-05'-58" East 60.00 feet; thence South 89°-54'-02" East 50.00 feet; thence South 00°-05'-58" West 60.00 feet to point of beginning.

Also;

An utility easement 10.00 feet in width being part of the aforesaid ¼ Section, The centerline of said easement being described as follows:

Commencing at point "A" in the heretofore described Lease Site; thence North 00-05'-58" East along the West line of said Lease Site 4.98 feet to The point of beginning of the centerline to be described; thence South 41-41'-05" West 62.83 feet to the North wall of the existing Police Administration building and the point of termination of said centerline; the side lines of said easement to be shortened or extended to meet at the South and West lines of the heretofore described Lease Site And the North wall of the Police Administration building

Attachment B
LEASE AGREEMENT

This Lease Agreement ("Lease"), is made as of this _____ (the "Effective Date"), and is by and between the CITY OF GREENFIELD, a Wisconsin municipal corporation, hereinafter referred to as "City," as the LANDLORD, and MILWAUKEE COUNTY, also a Wisconsin municipal corporation, hereinafter referred to as "County," as the TENANT.

RECITALS

- A. City owns certain real estate and improvements located at 5310 W. Layton Avenue, in Greenfield, Wisconsin (the "Property"), more particularly described as the Radio Equipment Room.
- B. The City authorized City entry into this Lease by City Common Council Resolution File No. _____, passed _____.
- C. The County authorized County entry into this Lease by County Resolution File No. _____, passed _____.

For good and valuable consideration, receipt and sufficiency which are hereby acknowledged, City as Landlord, County as Tenant, hereby agree as follows.

1. **Recitals Incorporated.** The recitals above hereby acknowledge and agreed to.
2. **Lease of part of the property.** The city of Greenfield leases to the County, and the County leases from the city: (a) space in the Radio Equipment Room for a County wide radio communication system.
3. **Full disclosure.** The City and the County agree to disclose all material facts relevant to this transaction.
4. **Term.** The term of the lease (the Term) shall be for five years with four automatic five year renewals commencing on the Effective date hereof.
5. **Rent.** Hereunder shall be \$1 per year, and shall be prepaid as follows. For the first year, rent shall be paid upon execution of this Lease, at the rate of \$1 per year prorated for the number of days remaining from the Effective Date of this Lease to December 31 of commencement year. For each year thereafter, annual rent of \$1 per year shall be paid on or before January

6. **County will provide.** The County will provide the City a one-time flash upgrade to digital capability for all City owned digital ready mobile and portable radios. The value of this service will not exceed \$60,000 or the actual cost of flashing the devices, if less than \$60,000. City and County will mutually agree on the timeline for the radio upgrade with a minimum of an eighteen month notice for work to begin.

7. **Business Registration and Taxation.** The city of Greenfield shall be subject to the State of Wisconsin and the County's business registration and business taxation regulations as provided in the Wisconsin General Statutes and Milwaukee County's Code of Ordinances. Milwaukee County is exempt from Federal Excise Taxes and Wisconsin State Sales Taxes. Any billing submitted by the City of Greenfield should be without such taxes.

8. **County to Construct and Install.** City will provide easement to County for any Construction required to complete access from City Radio room to AT&T Radio Tower. County will Comply with all relevant laws regarding this construction.

9. **Reservation of City Rights.** City reserves for itself the following express rights:
 - A. The right to install City systems, devices, at the Property as City deems necessary for City communication systems (including, but not limited to, City emergency-communication systems).
 - B. The right to grant others (including other governmental bodies and private third parties) rights to install communication systems, devices, at the Property so long as such use by third parties does not cause disruption of the County's system.
 - C. The right, upon 3 months advance notice to County, to require County to remove its equipment and property from the Property, at County's expense, so as to allow City to undertake maintenance and repair work.
 - D. The continuing right to, from time to time, promulgate reasonable rules concerning the Property, and County's use and occupancy of the same - including, but not limited to, added security measures.

10. **County Maintenance and Utilities.** County shall, at all times during the Term, be solely responsible, at County's expense, for the maintenance and upkeep of the County's

11. **Replacements/Upgrades.** County has the right to replace and upgrade its equipment at the Property so long as physical area taken up is approximately the same, providing, however, that such replacement and upgrade and equipment and use of the Property shall, in all aspects, be subject to the terms and conditions of this Lease, and so long as County first provides City with notice of the replacement and upgrade and the County obtains City's prior approval of County's plans, specifications, and equipment (which approval shall not be unreasonably withheld), and so long as no such replacement or upgrade interferes with City's use of the Property or the use of City's other tenants at the Property.
12. **Restricted access to equipment room.** The County shall have 24 hour access to the property for the purpose of maintaining equipment. The County will designate a list of employees and contractors who have access to County radio equipment for the purpose of maintaining or repairing County radio equipment at the city or property.
13. **Indemnity.** Each of the Parties agree to the fullest extent permitted by law to indemnify, defend and hold harmless, the other, and its agents, officers and employees, from and against all loss or expense including costs and attorney's fees by reason of liability for damages including suits at law or in equity, caused by that Party's wrongful, intentional, or negligent act or omission, or its (their) agents which may arise out of or are connected with the activities covered by this agreement.
14. **Compliance with Laws.** Each of the Parties agrees to comply with all applicable Federal, State, County, and Local statutes, laws, rules, regulations, ordinances, and all policies, procedures, standards and regulations of accreditation agencies or bodies. Each Party agrees to hold the other harmless from any loss, damage, or liability resulting from a violation of such laws, rules, regulations, policies, procedures, standards or ordinances.
15. **County Installations at End of Term.** Upon the expiration of the Term, City shall have the right to require County to remove all of County's equipment from the Property (in which case, County shall promptly remove same and repair and restore the Property so that the Property is left in a good condition unaffected by the removal). Any damage caused by County in removal shall be promptly repaired by County at its expense.

16. **Interference.** County shall promptly eliminate any electromagnetic or other signal interference problems that are caused by County's use of or tenancy at the Property upon notice of same from City. If the interference cannot be eliminated by County within 30 days of City's notice, County equipment shall be rendered to remedy significant interference, County equipment shall be removed from the Property within 90 days of City notice and restore any damage to the Property caused thereby, in which case this Lease shall be deemed ended and terminated as of the date of such removal and restoration, and City shall then refund to County the prorated portion of advanced rentals paid to the City by the County so County is reimbursed for that portion of the Term that otherwise postdates County's removal and restoration duties hereunder. If any electromagnetic or other signal interference problems that are caused by County's use of or tenancy at the Property are adversely affecting any of City's critical public-service-communications system or other radio systems utilizing the Property, the City reserves the right to demand that the County temporarily cease operations until the problem is corrected, in which case, County shall comply with such demand.

14. **Certain Expressed Termination Rights.**

- A. County reserves the right to terminate this Lease after 90 days advance written notice: (a) if County is unable to secure, despite good faith and diligent efforts, requisite governmental licenses, permits and/or approvals to maintain and operate its equipment at the Property; (b) if the Federal Communications Commission (FCC) or Federal Aviation Administration (FAA) or the Association of Public Safety Communications Officials International (APCO) or other governmental body or agency issues regulations that make County's continued operation or maintenance of its equipment at the Property imprudent and unfeasible (such as, but not limited to, a take-back of band width or channels that makes County's equipment un-useable for its intended purpose); and/or (c) if County reasonably determines that the Property is not suitable for County's operation of its communications system due to technical reasons, including, but not limited to, unreasonable signal interference or inadequate signal strength.
- B After the fifth anniversary of the date of this Lease, and notwithstanding anything to the contrary contained in this Lease, City reserves the right to terminate this Lease upon 12-months advance written notice to the County, in which case, City shall return to County its prorated share of advance rental payments, and County shall be entitled to remove its equipment from the Property. County understands that the foregoing termination right of City is a material part of this Lease. In the event of emergency or to

avert substantial or imminent risk to public health, safety, or welfare, City's afore referenced termination right may be exercised prior to the fifth anniversary date of this Lease and upon only so much advance written notice as may be reasonably possible under the circumstances.

- C. If the City's improvements at the Property are destroyed in whole or material part by casualty or other reason beyond City's control during the Term, City reserves the right to declare this Lease terminated, in which case, City shall return to County its prorated share of advance rental payments.
- D. If the 'Property is taken by eminent domain in whole or material part by an authorized governmental body, City reserves the right to declare this Lease terminated, in which case, City shall return to County its prorated share of advance rental payments, and City and County shall each retain their respective rights against the condemning authority with respect to the taking and its effect on the City and County, respectively.

15. **Successors and Assigns.** This lease binds and inures to the benefit of the parties hereto and their successors and assigns. Notwithstanding the foregoing, however, County may not assign, convey, sublease, license, or transfer and right, title, or interest hereunder or in the Property without the express prior written consent of the City.

16. **Counterparts; recording.** This Lease may be executed in one or more counterparts which, when taken together, shall constitute one and the same document. The Lease, once fully executed, shall be recorded against the Property by City at County's expense. Upon the expiration or termination of this Lease, City may unilaterally record a memorandum of termination in the register of deeds office to give notice of the expiration or termination.

17. **Entire Agreement.** This Lease constitutes the entire agreement between the parties and all prior statements, written or oral, are terminated and of no effect. This Agreement may only be amended by a written agreement signed by all the parties hereto.

18. **Severable.** The terms and provisions of this Lease are deemed separable and severable such that the invalidity or unenforceability of any term or provision shall not affect or impair the validity or enforceability of the remaining terms and provisions.

19. **Authority**
to sign. County and City each represent that their respective signatories have authority to sign this Lease.

20. **Notices.** All notices materially impacting the terms of this Agreement permitted or required hereunder shall be considered given upon receipt if hand-delivered by commercial courier, certified mail or otherwise personally delivered and (iii) addressed by name and address to the party intended as follows:

If to City:

Michael Neitzke
Mayor City of Greenfield
Greenfield City Hall, Room 101
7325 W. Forest Home Ave.
Greenfield, WI 53220

If to County:

Milwaukee County DAS – IMSD
Hugh Morris
Radio Group Manager
2711 W. Wells Room 719
Milwaukee, WI 53208
Phone: 414/278-2055
Fax: 414/278-4979

Milwaukee County Corporation Counsel
901 9th street, Room 303
Milwaukee, WI 53233
Fax: 414-223-1249
Phone: 414-278-4300

The parties hereto, from time to time, as needed, change the recipient and address information above by providing notice of new/replacement information by notice as required hereunder.

21. **County's Emergency Contact Person.** County shall also provide to City's Police

22. **The City of Greenfield emergency Contact Person.** The City will provide to the County Sheriff's office the name, work phone, home phone, and cell phone of an emergency contact person for the City who County may contact, on a 24-hour-per-day, 7-day-per-week, 365-day-per-year basis regarding the County's equipment at the Property. The City shall ensure that such emergency-contact data is kept current and up-to-date.
23. **Headings.** The headings used herein are for convenience only
24. **Remedies.** In the event of breach of this Agreement, the non-breaching party shall have all rights and remedies available at law and in equity against the breaching party. In the event of breach by County, City may, if County has not remedied the breach within 30 days after having received notice of the breach from City, declare an immediate termination of this Lease and City may then elect to retain as City's sole property the transmitter, and any other of County's property located on the Property - providing, however, that City may not terminate the Lease if the nature of the default is such that it cannot reasonably be cured within 30 days, and if County is proceeding (and continues to proceed) diligently and with good faith toward cure.
25. **County Insurance.** The county is self insured.
26. **Estoppel Certificates:** County Equipment List, Attachment A.
27. **Prohibition against Cable Television.** County shall not use the Property for the provision of "cable service" or as a "cable –television system" as those terms are defined in state and federal law, not shall the County use the property as "cable-communications system" as defined in Milwaukee Code Ordinances & 99-3-5.
28. **Open records Law.** The County and the City are subject to open records law, and each understands this Lease and certain documents and records related thereto or

29. **Audit and Inspection of Records.** For a period up to three years after completion of the Contract, the City shall permit the authorized representatives of County, after reasonable notice, to inspect and audit all data and records of the City related to this Contract.
30. **Environmental.** With the exception of standard over the counter cleaners that County shall use in a careful and reasonable manner as part of its maintenance duties, County shall not introduce environmental hazards, solvents, or pollutants to the property. And, in any event, County shall not release environmental hazards, solvents, or pollutants that could subject the property or its owner to any state or federal clean-up or remediation order or in any manner that adversely impacts health, safety, or welfare, or that pollutes or contaminates soil or groundwater at the property.
31. **Occupational/Controlled Exposure.** County shall provide information as may be necessary to enable City to meet (concerning any city personnel who may be required to be or work at the property) any published guidelines establishing maximum permissible exposure limits for occupational/controlled exposure to radio frequency electromagnetic fields (as referenced in Part 1 of the FCC's Rules and regulations, including 47 CFR & 1.1310).
32. **Independent Contractor.** Nothing contained in this Contract shall constitute or be construed to create a partnership or joint venture between County or its successors or assigns and the City or its successors or assigns. In entering into this Agreement, and in acting in compliance herewith, both Parties are and will be at all times acting and performing as independent contractors duly authorized to perform the acts required of it hereunder

In WITNESS WHEREOF, the parties caused this agreement to be entered into and executed as of the Effective Date first written above.

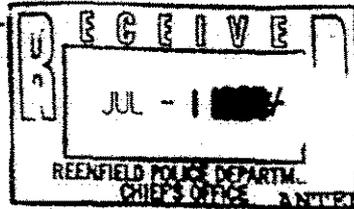
LANDLORD	TENANT:
CITY OF GREENFIELD	MILWAUKEE COUNTY
By: _____ Michael Neitzke, Mayor	By: _____ Laurie Panella Interim Chief Information Officer Dept. of Admin Services - IMSD
	And By: - _____ Jason Gates, Risk Manager Dept. Admin Services – Risk Mgt. Section
By: _____ Michael Neitzke, Mayor of the City of Greenfield	And By: _____ Tim Karaskiewicz, County Corp. Counsel's Office

Attachment A

Equipment List

Function	Model	Serial
CH1	T5365A	225CZR0048
Ch 2	T5365A	225CAB90041
CH 3	T5365A	225CAB90042
CH 4	T5365A	225CAB90043
CH 5	C65CX5103BT	398CVL0035
CH 6	C65CX5103BT	398CVL0007
CH 7	C65CX5103BT	398CVL0008
CH 8	C65CX5103BT	398CVQ0041
CH 9	C65CX5103BT	398CVQ0042
CH 10	C65CX5103BT	398CVL0005
CH 11	C65CX5103BT	398CVL0001
CH 12	C65CX5103BT	398CVL0006
CH 13	T5365A	225CAB0044
CH 14	T5365A	225CAB0045
TCC	T5293A	277CAB0002
TXRX Combiner 15 Cans	73-98-11-2D-05-LR	48218L2, K, B2
Eftaom GPS Standard	BASE-0004	99530326
Premisys Channel Bank	891830	9922
MCS2000 Control Station	M01UGL6PW4BN	722AAE0188
Comb Filters (4(Cellwave		
Moscad	F6900A	2145XQ0424

Attachment C
(Copy of the Primary Lease)



APR 30 1999

MIL-GIFI
061192

ANTENNA SITE LOCATION AGREEMENT

THIS ANTENNA SITE LOCATION AGREEMENT ("Agreement") is made as of the date determined pursuant to Section 26 below, by and between CITY OF GREENFIELD, a Wisconsin municipal corporation (the "City") and MILWAUKEE SMSA LIMITED PARTNERSHIP, a Delaware limited partnership ("SMSA").

R E C I T A L S

The City owns certain real property located in the City of Greenfield, Milwaukee County, Wisconsin, Tax Key No. 602-9971-001 (the "Property"), including a building with the street address of 5300 West Layton Avenue, Greenfield, Wisconsin 53220 (the "Building").

SMSA wishes to lease (i) a parcel of land within the Property (the "Site"), the Access Easement and the Utility Easement having the legal descriptions attached hereto as Exhibit A, and as depicted on the Plat of Survey No. 92-2710 dated April 27, 1992 prepared by J. C. Zimmerman Engineering Corp. of Greendale, Wisconsin, and as further depicted in the site plan attached hereto as Exhibit B and incorporated herein (the "Site Plan") and (ii) certain space within the basement of the Building (depicted on the Site Plan and referred to herein as the "Building Space"). The Building Space, Site, Access Easement, and Utility Easement are sometimes collectively referred to herein as the "Leased Premises".

SMSA further wishes to construct a 250' lattice tower (the "Tower") on the Site and place transmission lines and antennae on the Tower and other related equipment on the Leased Premises to provide telecommunications service to SMSA's customers. All of SMSA's equipment including, without limitation, the Tower, antennae, transmission lines, transmission and reception equipment, HVAC equipment, generators, wiring, conduit, security fences, and such other personal property as SMSA may from time to time bring upon the Leased Premises for use in the operation of its business shall sometimes hereinafter be referred to collectively as the "SMSA Equipment".

The City is willing to lease the Site, the Access Easement, the Utility Easement and the Building Space and allow SMSA to use such portions of the Property for the operation of its telecommunication business, upon the terms and conditions set forth herein.

COPY

C O V E N A N T S

NOW, THEREFORE, in consideration of the recitals and mutual covenants contained herein, and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties agree to the following:

1. Grant of Rights. During the term of this Agreement and any extensions thereof, the City hereby leases to SMSA the Leased Premises and grants to SMSA the following exclusive rights:

- (a) to enter upon the Leased Premises for the purposes set forth herein and, in furtherance of such purposes, to remove any existing pavement or concrete on the Leased Premises as necessary to install the SMSA Equipment. Removal of any other improvement on the Leased Premises, including trees and other vegetation, shall only be performed with the City's approval, which approval shall not be unreasonably withheld or delayed;
- (b) to construct, alter, modify and improve the Tower;
- (c) to place, construct, alter, modify and improve all of the other SMSA Equipment on the Leased Premises;
- (d) to install transmission lines on the Tower, between the Building Space and the antennae located on the Tower;
- (e) to use the SMSA Equipment for the operation of SMSA's telecommunications business and related uses;
- (f) to maintain, repair and replace the SMSA Equipment as necessary in the normal course of operation of SMSA's business on the Leased Premises;
- (g) to have access to the Leased Premises twenty-four (24) hours a day;
- (h) to remove the SMSA Equipment upon the expiration or earlier termination of SMSA's rights under this Agreement; and
- (i) to install such utility service lines as may be required in SMSA's reasonable judgment for the installation and operation of the SMSA Equipment.

2. Term. This Agreement shall be effective for an initial term of five (5) years, commencing on the date this Agreement is dated by the parties in accordance with Section 26 below.

3. Option to Extend. SMSA shall have the option to extend the term of this Agreement for up to four (4) additional periods of five (5) years each. This Agreement shall automatically be renewed for each successive renewal period unless: (i) SMSA shall notify the City of its intention not to renew this Agreement at least sixty (60) days prior to the expiration of the then-current term; or (ii) this Agreement is first terminated by either party in accordance with the terms set forth herein.

4. Year to Year Extension. At the expiration of the term of this Agreement, as it may have been extended by SMSA from time to time as provided above, this Agreement shall be deemed to have been extended by the parties on a year-to-year basis, unless either party notifies the other party in writing at least six (6) months before the expiration of the fourth extension term, that such party chooses to terminate this Agreement rather than have it extended on a year-to-year basis.

5. Rent. SMSA shall pay to the City, for each year during the term of this Agreement, as it may have been extended by SMSA from time-to-time as provided above, an annual rent of One Dollar (\$1.00) (the "Base Annual Rent") in advance on or before the first day of each such year, at the address set forth in this Agreement for giving notices.

6. Ownership of SMSA Equipment. The SMSA Equipment shall at all times be the property of SMSA and, except as otherwise provided herein, SMSA shall have the right to remove the same within a reasonable time after expiration or early termination of this Agreement (but not to exceed six (6) months), provided, however, that SMSA shall not be required to remove any driveways, sidewalks, foundation, underground piping or wiring or any other fixtures or improvements at or below ground level.

7. City's Antennae. In return for the use of the City's land and this Lease Agreement, SMSA hereby grants the City the privilege of installing up to six (6) antennae on the Tower, without the payment of rent. Such antennae, as well as the attendant cables and transmission lines (the "City's Equipment") shall be supplied by the City and installed by SMSA or contractors approved by SMSA, at SMSA's sole cost and expense. SMSA shall have no responsibility or obligation with respect to connection of the City's Equipment to the City's broadcasting or receiving equipment. The City's Equipment shall be used only by the City, and for the sole purpose of providing radio transmission and reception services for the City's communication network. The placement of the City's antennae and the City's cabling and transmission lines shall lie within SMSA's discretion, taking into consideration certain engineering concerns including, without limitation, wind loading, spacing intervals and transmission frequencies. SMSA shall, at all times, have priority in the placement and location of the SMSA Equipment on the Tower.

The City's Equipment may be replaced or added to only with SMSA's prior express written consent, which consent shall not be unreasonably withheld, taking into consideration the above-referenced engineering concerns and SMSA's reasonably anticipated future uses of the Tower. Such replacement or additional equipment shall be installed by contractors approved by SMSA, at the City's sole cost and expense. The City acknowledges that the Tower will not initially have excess capacity for additional equipment. SMSA's consent to the City's installation of any additional equipment may be conditioned upon the City, at the City's sole cost and expense, performing all necessary re-engineering or reinforcing work on the Tower to safely permit such installation.

8. Repairs and Maintenance. Except for damage caused by the negligent or tortious acts or omissions of the City, SMSA shall, at its sole cost and expense, perform all repairs and maintenance necessary to keep the SMSA Equipment in good and sufficient operating condition, and in full compliance with federal, state or local laws and regulations with regard to Tower lighting, at all times during the term of this Agreement and any extensions thereof. SMSA and its authorized representatives shall have twenty (24) hour access at all times to the Leased Premises for the purpose of performing SMSA's repair and maintenance obligations under this Section.

The City shall, at the City's sole cost and expense, cause to be performed all repairs and maintenance necessary to keep the City's Equipment in good and sufficient operating condition at all times during the term of this Agreement and any extensions thereof. Such maintenance and repairs shall be performed by contractors approved by SMSA. The City shall not have access to the Tower or Building Space for such purposes without SMSA's prior express consent, which consent shall not be unreasonably withheld or delayed. Such requests for consent shall be made at least twenty-four (24) hours prior to the City's intended entry, and unless otherwise designated in writing by SMSA, shall be directed to:

Ameritech Mobile Communications, Inc.
Engineering Department
1515 Woodfield Road
Schaumburg, Illinois 60173
Attn: Richard Jones
Phone: (708) 706-7693
Telecopy: (708) 706-7420

In the event the City determines that under the existing circumstances, public safety is in jeopardy and that immediate access to the Tower or Building Space is necessary to prevent public harm, and a good faith effort has been made to request SMSA's consent to such access, but has failed, then the City may enter upon such areas of the Leased Premises, provided that notice of such entry is provided to SMSA as soon as practicable.

9. Installation of SMSA Equipment. SMSA agrees to erect, at SMSA's sole cost and expense, all of the fences shown on the Site Plan, including:

(a) a fence around the Tower.

(b) a fence dividing the existing equipment room in the basement of the Building (the "Equipment Room") into two (2) equally-sized areas. Each of the two areas shall be approximately four hundred (400) square feet in size. One of the two areas shall be designated as the Building Space in accordance with the Site Plan. The remaining area shall be used by the City to house the City's transmission and reception equipment. Each half of the Equipment Room, as divided, shall have a separate entry, to be provided by SMSA at SMSA's sole cost and expense.

SMSA shall provide, at SMSA's sole cost and expense, an HVAC unit with sufficient capacity to adequately cool the entire Equipment Room. SMSA shall be responsible for the monthly electrical cost for cooling the Equipment Room.

SMSA shall be permitted to install the SMSA Equipment on the Leased Premises in accordance with the Site Plan and to add to or replace any or all of the SMSA Equipment at any time and in SMSA's sole discretion with new or different items having the same or different specifications. All such installations, additions, and replacements shall be done in a neat, workmanlike manner consistent with good engineering practices. All costs associated with the installation of the SMSA Equipment, and all replacements thereof and additions thereto, including, without limitation, the cost of extending utility service to SMSA's Equipment, shall be paid by SMSA.

10. Taxes. The City and SMSA agree that the Leased Premises are tax-exempt at the time of commencement of this Agreement. SMSA shall provide to the City such information as may be required to take continued advantage of any tax exemption available with respect to the Leased Premises pursuant to Wis. Stat. § 76.38 (1988-90), as the same may be re-numbered or amended from time to time. In the event the tax-exempt status of the Leased Premises changes during the term of this Agreement, the parties agree that the net general taxes shall be fairly and equitably prorated between the City and SMSA.

11. Insurance.

(a) Liability. SMSA shall maintain, at its sole cost and expense, public liability insurance with an initial coverage limit of at least One Million Dollars (\$1,000,000) against any claims for personal injury or property damage relating to or arising from SMSA's use or occupancy of the Leased Premises, for a claim by a single person or for the aggregate of claims by any number of people arising out of a single occurrence. The City shall maintain, at its sole cost and expense, public liability

insurance with an initial coverage limit of at least One Million Dollars (\$1,000,000) against any claims for personal injury or property damage relating to or rising from the City's use or occupancy of the Leased Premises, for a claim by a single person or for the aggregate of claims by any number of people arising out of a single occurrence.

(b) Casualty. SMSA shall maintain, at its sole cost and expense, all perils insurance with extended and replacement cost endorsements insuring its own personal property for its full insurable value. The City shall maintain, at its sole cost and expense, all perils insurance with extended and replacement cost endorsements insuring its personal property upon the Leased Premises and the Building for their full insurable value.

The insurance coverage limits stated herein may be revised upon mutual agreement of the parties from time to time during the term of this Agreement to protect both parties.

(c) Worker's Compensation. SMSA and the City shall each maintain worker's compensation insurance to the extent required by law.

Each party shall name the other party as an additional insured on all insurance policies described in this Section. Certificates of insurance showing that such coverage is in effect shall be provided to the additional insured party upon request.

12. Early Termination. Notwithstanding any provision to the contrary in this Agreement, SMSA shall have the privilege of terminating this Agreement at any time upon thirty (30) days' prior written notice to the City. If SMSA exercises this privilege during the term of this Agreement or any extension thereof, then SMSA shall remove the SMSA Equipment from the Leased Premises as provided in Section 6, with the exception of the Tower, which shall become the property of the City. If, at the time of such early termination, the City is no longer using the Tower for public purposes, SMSA may, at its option, and at its sole cost and expense remove the Tower from the Leased Premises as provided in Section 6.

13. Condemnation. If, during the term of this Agreement and any extension thereof, any rights in the Property, the SMSA Equipment, or the Leased Premises are (a) taken under the power of eminent domain or (b) granted or surrendered in lieu of condemnation (collectively, a "Taking") and if such a Taking materially interferes with the conduct of SMSA's business at the Leased Premises, then SMSA may choose to terminate this Agreement as of the date of the Taking, by delivering written notice of termination to the City by no later than thirty (30) days following the date of such Taking. In addition, SMSA shall have any and all rights available under the applicable eminent domain laws then in effect.

14. Utilities. All utilities consumed by the City and SMSA shall be separately metered. SMSA shall pay for all utility services it consumes in the Leased Premises, including all fees charged by any utility service provider for any connections required for the installation of the SMSA Equipment in the Leased Premises. The City shall pay for all utility services it consumes on the Property and also for all utility charges related to lighting of the Tower.

15. Laws and Permits. SMSA and the City shall comply with all laws, statutes, ordinances, and regulations governing the conduct of their respective businesses on the Leased Premises during the term of this Agreement. The City shall cooperate with SMSA, at SMSA's sole expense, in all efforts by SMSA to secure, maintain, or renew any or all licenses or permits needed for the installation and use of the SMSA Equipment and the operation of SMSA's business at the Leased Premises.

16. Interference. The parties recognize the potential for broadcast interference inherent in multiple use of the Tower for various broadcasting tenants. In order to prevent the occurrence of such interference during the term of this Agreement, the parties agree to the following:

(a) The City shall notify SMSA, in advance, about any proposed use of space on the Tower in order to give SMSA an opportunity to raise engineering or interference concerns about the effect that the proposed use might have on SMSA's business being conducted at the Leased Premises.

(b) All users of the Tower shall take all necessary steps to relieve and correct any interference with the broadcasting activities of the other users. As used herein and throughout the Agreement, "interference" with a broadcasting activity shall mean, (1) interference within the meaning of the provisions of the recommended practices of the Electronics Industries Association ("EIA") and the rules and regulations of the Federal Communications Commission ("FCC") then in effect, or (2) a material impairment of the quality of either sound or picture signals on a broadcasting activity in any material portion of the protected service area (as such area is or may be defined by the FCC during the period of operation of such activity), as compared with that which would be obtained if no other broadcaster were broadcasting from the Tower or had any equipment at the Tower.

(c) If interference results from either party's failure to comply with the recommended practices of EIA or the rules and regulations of the FCC, then such interfering party shall immediately remove such interference.

(d) If interference to the SMSA Equipment is caused by the City, then SMSA shall notify the City, by telephone or by other means, of the interference and the City shall, within twenty-four (24) hours of such notice from SMSA, eliminate the interference at the City's cost.

17. Default. If SMSA fails to perform any of its obligations under this Agreement (except those obligations set forth in Section 16 above), and if such a default continues for more than thirty (30) days after the City notifies SMSA of the existence and nature of the default, then the City may terminate the rights of SMSA under this Agreement. In the event of such termination, SMSA shall have the right to remove all of the SMSA Equipment from the Leased Premises as provided in Section 6. If the City fails to perform any of its obligations under this Agreement (except those obligations set forth in Section 16 above), and if such a default continues for more than thirty (30) days after SMSA notifies the City of the existence and nature of the default, then SMSA shall be entitled to any remedy that may be available to it at law or in equity.

Notwithstanding the above, if a breach of its obligations by either party cannot be cured with reasonable efforts within said thirty (30) day period (with the exception of those obligations set forth in Section 16 above), the breaching party shall not be in default under this Agreement if such party commences cure efforts within said thirty (30) day period and diligently pursues such cure efforts to completion.

With respect to either party's failure to perform the obligations under Section 16, the remedies and notice provisions set forth in that Section shall control.

18. Indemnification. To the extent that any and all claims, losses, or liability for personal injury or property damage resulting from or arising out of the use and occupancy of the Leased Premises or the Tower by either party would not be covered by the insurance referred to in Section 11 above, the City and SMSA hereby indemnify and agree to hold each other harmless from any claims, losses, or liability resulting from or arising out of the use and occupancy of the Property by the other party or its agents, invitees or employees.

19. Waiver of Subrogation Rights. To the extent permitted by their respective policies of insurance, neither party shall be liable to the other (or to the other's successors or assigns) for any loss or damage caused by fire or any of the risks enumerated in a standard "All Risk" insurance policy, and, in the event of such insured loss, neither party's insurance company shall have a subrogated claim against the other.

20. Broker's Commissions. Each party shall pay the fees or commissions of any broker, consultant, or agent with whom it contracted to pay a fee or commission in relation to this transaction and each party hereby indemnifies and holds the other party harmless from liability arising from any claim by a broker who alleges assisting the Indemnitor in lease negotiations.

21. Assignment. SMSA shall not assign this Agreement or any of its rights hereunder, or sublease the Leased Premises or any part thereof to any party other than an affiliate of SMSA (i.e., a party controlling, controlled by, or under common control with SMSA) without the prior written consent of the City, which will not be unreasonably withheld or delayed. An assignment in compliance with the above conditions and notice to the City shall relieve SMSA of any of its liabilities or obligations hereunder. The City shall have the right to require any assignee to assume all terms and provisions hereof in writing.

The City shall be permitted to assign this Agreement or any of its rights hereunder to any other governmental body, provided a written assignment is executed by SMSA, the City and the Assignee, which assignment shall obligate the Assignee to fully comply with all of the terms and conditions of this Agreement which would otherwise apply to the City. The City shall not otherwise assign this Agreement or any of its rights hereunder, or grant any rights to occupy the Leased Premises to any other party, without the prior written consent of SMSA, which consent shall be within SMSA's sole discretion. The City shall not grant any rights to occupy space on the Tower to any third party.

22. Notices. Unless specifically stated otherwise, any notice, request, demand, or other communication between the parties required or permitted under this Agreement shall be in writing and shall be sent certified mail, postage prepaid, to the following addresses, or such other addresses as the parties may designate in writing from time to time, and shall be effective on the third business day after deposit in the U.S. mail:

SMSA: Milwaukee SMSA Limited Partnership
c/o Ameritech Mobile Communications, Inc.
2000 W. Ameritech Center Drive
Hoffman Estates IL 60195-5000
Attn: Vice President-General Counsel
and Real Estate Manager

with a copy to: James H. Baxter III, Esq.
Quarles & Brady
411 East Wisconsin Avenue
Milwaukee, Wisconsin 53202-4497
(414) 277-5000

City: City of Greenfield
5300 West Layton Avenue
Greenfield, Wisconsin 53220
Attn: Lt. William A. Tiegs

23. Memorandum of Agreement. Upon execution of this Agreement by both parties, the City agrees to execute and deliver to SMSA a short-form memorandum of agreement memorializing this Agreement, which shall be recorded in the Office of the Register of Deeds for Milwaukee County, Wisconsin at the sole cost of SMSA.

24. Quiet Enjoyment. So long as SMSA shall pay the rentals and all other sums herein provided and shall keep and perform all of the terms, covenants and conditions on its part herein contained, the City covenants that SMSA shall have the right to the peaceful and quiet occupancy of the Leased Premises without disturbance or interference from any entity or person.

25. Miscellaneous.

(a) Failure or delay by either party to exercise any right or remedy at the earliest opportunity shall not be deemed to be a waiver of such right or remedy.

(b) This Agreement constitutes the entire agreement of the parties with respect to the subject matter hereof and supersedes all prior offers, negotiations, and agreements.

(c) This Agreement shall be governed by the laws of the State of Wisconsin.

(d) No amendment to this Agreement shall be valid unless it is executed on behalf of the duly authorized representatives of both parties.

(e) This Agreement shall bind and benefit the parties hereto and their respective successors and assigns.

26. Date of Agreement; When Binding. This Agreement shall be deemed dated the later of the two dates set forth opposite each party's signature. Presentation of this Agreement by SMSA to the City shall not constitute an offer to lease unless such Agreement has been signed by SMSA, and this Agreement shall not be binding until executed by both the City and SMSA.

27. Environmental Matters. Neither the City nor, to the best knowledge of the City, any other person has ever caused or permitted any Hazardous Material (as defined below) to be placed, held, located or disposed of on, under or at the Property or any part thereof nor any other property legally or beneficially owned by the City, and neither the Property, or any part thereof nor any other property legally or beneficially owned by the City, has ever been used (whether by the City, or to the best knowledge of the City, by any other person or entity) as a dump site or storage site (whether permanent or temporary) for any Hazardous Material.

For purposes of this Agreement, "Hazardous Material" includes any hazardous, toxic or dangerous waste, substance or material defined as such in (or for purposes of) the Comprehensive Environmental Response, Compensation, and Liability Act, any so called "Superfund" or "Superlien" law, or any other Federal, state or local statute, law, ordinance, code, rule, regulation order or decree regulating, relating to, or imposing liability or standards of conduct concerning, any hazardous, toxic or dangerous waste, substance or material, as now or at any time hereafter in effect.

SMSA agrees to indemnify the City and hold the City harmless from and against any and all losses, liabilities, damages, injuries, costs, expenses and claims (including court costs and reasonable attorneys' fees), of any and every kind whatsoever paid, incurred or suffered by or asserted against the City as a direct result of the presence on or under, or the escape, seepage, leakage, spillage, discharge, omission, discharging or release from the Property of any Hazardous Material (including, without limitation, any losses, liabilities, damages, injuries, costs, expenses or claims asserted or arising under any Environmental Law) caused by the acts or negligence of SMSA.

In all other cases, the City indemnifies SMSA and agrees to hold SMSA harmless from and against any and all losses, liabilities, damages, injuries, costs, expenses and claims of any and every kind whatsoever paid, incurred or suffered by or asserted against SMSA for, with respect to, or as a direct or indirect result of, the presence on or under, or the escape, seepage, leakage, spillage, discharge, emission, discharging or release from the Property or into or upon any land, the atmosphere, or any watercourse, body of water or wetland, of any Hazardous Material (including, without limitation, any losses, liabilities, damages, injuries, costs, expenses or claims asserted or arising under the Comprehensive Environmental Response, Compensation and Liability Act and any so called "Superfund" or "Superlien" law, or any other Federal, state or local statute, law, ordinance, code, rule, regulation, order or decree regulating, relating to or imposing liability or standards on conduct concerning, any Hazardous Material, collectively, "Environmental Laws"). The provisions of and undertakings and

indemnification set out in this Section shall survive the termination of this Agreement.

28. City's Representations. In order to induce SMSA to enter into this Agreement, the City covenants, represents and warrants, as of the date of this Agreement and throughout its term, as follows:

(a) The City owns good and marketable title to the Property subject to no mortgages, liens, encumbrances, easements, covenants, restrictions, judgments, or other title exceptions except for the exceptions described in Chicago Title Insurance Company Commitment No. 1020567 dated February 28, 1992.

(b) The City has full authority to execute, deliver, and perform this Agreement;

(c) The Leased Premises have access to a public road and to all necessary utilities;

(d) The City has not received any notice of violation of any law, county or municipal ordinance, or other governmental requirement affecting the Property, and the City has no reason to believe that any authority contemplates issuing such notice or that any violation exists;

(e) There is no litigation or other proceeding pending or threatened affecting title to or the permitted uses of the Property or Site;

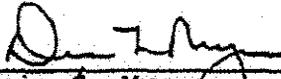
(f) The City has not filed or is contemplating filing (nor has there been filed or threatened to be filed against the City) any action under any state or federal bankruptcy, insolvency or other similar laws.

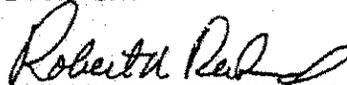
IN WITNESS WHEREOF, the parties have caused this Agreement to be executed by their duly authorized representatives as of the date first written above.

MILWAUKEE SMSA LIMITED PARTNERSHIP,
a Delaware limited partnership

By: Ameritech Mobile Communications
of Wisconsin, Inc., a Wisconsin
corporation, its sole general
partner

Dated: JULY 1, 1992

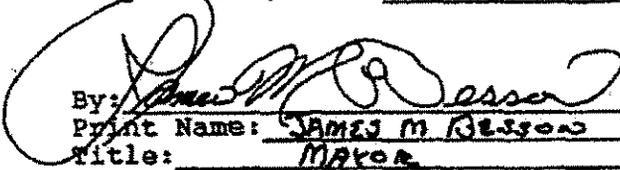
By: 
Dennis C. Myers
Vice President

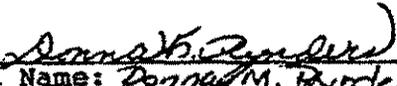
Attest: 
Robert N. Reiland
Assistant Secretary

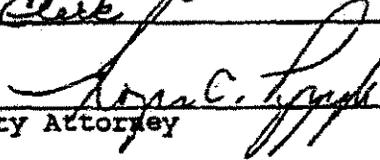
SR
6/30/17

CITY OF GREENFIELD, a Wisconsin municipal
corporation, FEIN: 39-6005924

Dated: _____

By: 
Print Name: JAMES M. BESSON
Title: MAYOR

By: 
Print Name: Donna M. Byrders
Title: City Clerk

Approved: 
City Attorney

STATE OF ILLINOIS)
) ss.
Cook COUNTY)

Personally came before me this 15th day of JULY, 1992, the above-named DENNIS E. MYERS and ROBERT N. REILAND, as the Vice President and Assistant Secretary, respectively, of AMERITECH MOBILE COMMUNICATIONS OF WISCONSIN, INC., the sole general partner of MILWAUKEE SMSA LIMITED PARTNERSHIP, and acknowledged that they executed the foregoing instrument on behalf of said limited partnership and by its authority, for the purposes set forth therein.

Patricia E. Driscoll
Print Name: PATRICIA E. DRISCOLL
Notary Public, Cook County
State of Illinois.
My commission 5/9/95

OFFICIAL SEAL
PATRICIA E. DRISCOLL
NOTARY PUBLIC, STATE OF ILLINOIS
MY COMMISSION EXPIRES 5/9/95

STATE OF WISCONSIN)
) ss.
MILWAUKEE COUNTY)

Personally came before me this 16 day of JUNE, 1992, the above-named TAMM M. Besonand and DONNA M. Knapp the MAYOR and the CITY CLERK, respectively, of CITY OF GREENFIELD, and acknowledged that they executed the foregoing instrument on behalf of said municipal corporation and by its authority, for the purposes set forth therein.

Sandra A. Knapper
Print Name: SANDRA A. KNAPPER
Notary Public, Milwaukee County
State of Wisconsin
My commission 8-23-92

This instrument was drafted by:

Richard D. Schepp, Esq.
QUARLES & BRADY
411 East Wisconsin Avenue
Milwaukee WI 53202-4497

#spMASAGIFR

EXHIBIT A
TO
ANTENNA SITE LOCATION AGREEMENT

Legal Descriptions of the Site, Access Easement
and Utility Easement

LEGAL DESCRIPTION - ACCESS EASEMENT

An access easement 12.00 feet in width being a part of the Southwest 1/4 of Section 23, Township 6 North, Range 21 East, in the City of Greenfield, Milwaukee County, Wisconsin, the West line of said easement being described as follows:

Commencing at the Southeast corner of said 1/4 Section; thence South 88°-30'-37" West along the South line of said 1/4 Section 612.30 feet; thence North 00°-05'-58" West 60.02 feet to the North line of West Layton Avenue and the point of beginning of the West line to be described; thence continuing North 00°-05'-58" West 302.02 feet to the North line of the Municipal Building parking lot and the point of termination of said West line; the East line of said easement to be shortened or extended to meet at the North line of West Layton Avenue and the North line of the aforementioned parking lot.

LEGAL DESCRIPTION - LEASE SITE & UTILITY EASEMENT

Part of the Southwest 1/4 of Section 23, Township 6 North, Range 21 East, in the City of Greenfield, Milwaukee County, Wisconsin described as follows:
Commencing at the Southeast corner of said 1/4 Section; thence South 88°-30'-37" West along the South line of said 1/4 Section 612.30 feet; thence North 00°-05'-58" East 515.82 feet to the point of beginning of the land to be described; thence North 89°-54'-02" West 50.00 feet to Point "A"; thence North 00°-05'-58" East 60.00 feet; thence South 89°-54'-02" East 50.00 feet; thence South 00°-05'-58" West 60.00 feet to the point of beginning.

Also:

An utility easement 10.00 feet in width being a part of the aforesaid 1/4 Section, the centerline of said easement being described as follows:
Commencing at Point "A" in the heretofore described Lease Site; thence North 00°-05'-58" East along the West line of said Lease Site 4.98 feet to the point of beginning of the centerline to be described; thence South 41°-41'-05" West 62.83 feet to the North wall of the existing Police Administration building and the point of termination of said centerline; the side lines of said easement to be shortened or extended to meet at the South and West lines of the heretofore described Lease Site and the North wall of the Police Administration building.

EXHIBIT B
TO
ANTENNA SITE LOCATION AGREEMENT

Site Plan

Final Site Plan prepared by Popowych Associates, Ltd. to be delivered to Lt. Tiags of the Greenfield Police Department on June 12, 1992. Such plans are incorporated herein by reference.

Attachment D Part 1

AT&T's Mission Statement

We aspire to be the most admired and valuable company in the world. Our goal is to enrich our customers' personal lives and to make their businesses more successful by bringing to market exciting and useful communications services, building shareowner value in the process.

AT&T's Business

AT&T Corp. is the world's premier voice and data communications company, serving more than 80 million customers, including consumers, businesses and government. With annual revenues of more than \$53 billion and 109,000 employees, AT&T provides services to virtually every country and territory around the world.

AT&T runs the world's largest, most sophisticated communications network and the largest digital wireless network in North America. The company is a leading supplier of data and Internet services for businesses and the nation's largest direct Internet service provider to consumers. AT&T provides outsourcing, consulting and networking-integration services to large businesses. The company offers outbound local calling to businesses in 49 states and, as a result of its July 1998 merger with Teleport Communications Group, plans to integrate complete local service into its business offers throughout 66 U.S. markets.

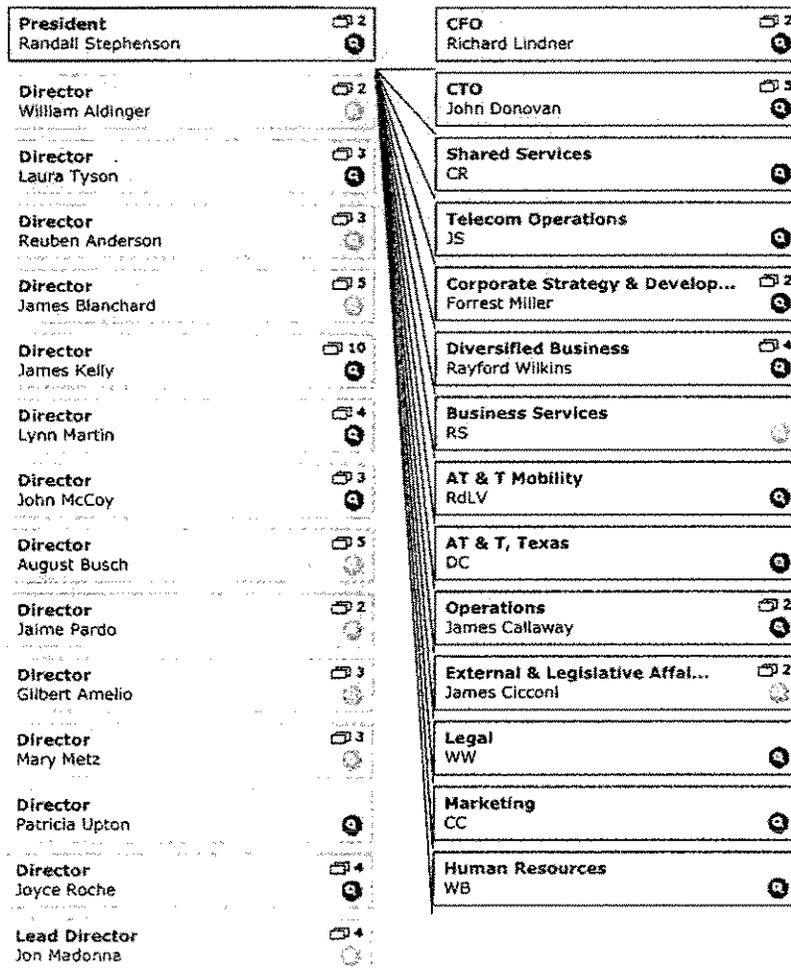
On March 9, 1999, AT&T completed its merger with Tele-Communications Inc. (TCI). TCI, one of the leading cable television companies in the country, has nearly 11 million customers and passes approximately 18 million homes. The merger gives AT&T - for the first time - a direct "broadband" connection to millions of customers' homes on lines that the company now owns and operates. AT&T plans to deliver integrated telephony, entertainment and high-speed Internet access services and a host of new communications capabilities to customers. TCI, which has 32,000 employees, becomes AT&T's newest business unit, AT&T Broadband & Internet Services.

AT&T's businesses are backed by the research and development capabilities of AT&T Labs, which is working to create the information services and communications network of tomorrow.

More information about AT&T can be found on the AT&T Web Site at <http://www.att.com>.

Attachment D Part 2

Organization Chart for AT&T



**COUNTY OF MILWAUKEE
INTEROFFICE COMMUNICATION**

2B

Date : August 23, 2010

To : Lee Holloway, Chairman, County Board of Supervisors

From : Laurie Panella, Interim Chief Information Officer, IMSD
Prepared by: Rich Foscatto, IT Director Applications & Business Development

Subject : **REQUEST FOR AUTHORIZATION TO ENTER INTO LEASE AGREEMENTS WITH THE CITY OF GREENFIELD and AT&T TO RENT COMMUNICATIONS ROOM AND TOWER SPACE TO SUPPORT THE COUNTY'S 800 MHz PUBLIC SAFETY COMMUNICATIONS.**

ISSUE

The Interim Chief Information Officer, Information Management Services Division (IMSD) is requesting authorization to execute two interdependent lease agreements with the City of Greenfield and AT&T to rent communications room and tower space located within the City of Greenfield municipal complex for a period of five years with four automatic, five year renewals.

BACKGROUND

An appropriation of \$245,226 was approved for Capital Improvement Project WO620 - Greenfield Public Safety Communications to fund the relocation of public safety and radio communication equipment from a City of Milwaukee owned water tower to a communications tower located within the City of Greenfield municipal complex and owned by AT&T Corporation.

Movement to the dedicated communications tower site in Greenfield will have the benefit of improving radio telecommunication performance by reducing potential spillover into Waukesha County. This move conforms to industry best practice of removing communications antennas from structures that were not designed for communication purposes (i.e. water towers).

Completion of this approved capital improvement project will require execution of the two interdependent lease agreements, one with AT&T for tower space rental and the other with the City of Greenfield for building space rental of the associated communications equipment. Both leases are attached for review and have been approved by Corporation Council and Risk Management.

RECOMMENDATION

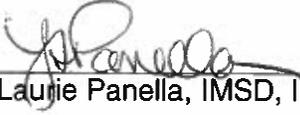
The Interim Chief Information Officer, Information Management Services Division (IMSD) is requesting authorization to execute two interdependent lease agreements with the City of Greenfield and AT&T to rent communications room and tower space located within the City of Greenfield municipal complex for a period of five years with four automatic, five year renewals (a maximum of 25 years considering all possible renewal terms).

FISCAL IMPACT

The Interim Chief Information Officer, IMSD, is requesting authority to enter into two interdependent lease agreements one with the City of Greenfield and the other with AT&T Corporation. The fiscal impact of the lease agreement with the City of Greenfield is in the amount of \$1 per year for a period of five years with four automatic, five year renewals as well as a one-time payment of a not to exceed dollar amount of \$60,000 to be applied toward the City of Greenfield flash upgrade of City owned digital ready mobile and portable radios. The one time future payment is estimated at \$60,000 or the actual cost of the upgrade, whichever is less.

The fiscal impact of the lease agreement with AT&T Corporation is in the amount of \$12,600 per year with an anticipated increase of four percent annually over the agreement (a maximum of 25 years considering all possible renewal terms).

Approved by:



Laurie Panella, IMSD, Interim – Chief Information Officer

Attachment:

cc: County Executive Scott Walker
Thomas Nardelli, Chief of Staff, County Executive's Office
Elizabeth Coggs, Chair, Finance and Audit Committee
Johnny Thomas, Vice Chair, Finance and Audit Committee
Cynthia Archer, Director, Department of Administrative Services
Terry Cooley, Chief of Staff, County Board of Supervisors
Steve Cady, County Board Research Analyst
Davida Amenta, Fiscal Analyst, DAS
Carol Mueller, Committee Clerk, Finance and Audit Committee

MILWAUKEE COUNTY FISCAL NOTE FORM

DATE: August 23, 2010

Original Fiscal Note

Substitute Fiscal Note

SUBJECT: Request for authorizatin to enter into lease agreements with the City of Greenfield and AT&T to rent commucations room and tower space to support the County's 800 MHz Public Safety Communications.

FISCAL EFFECT:

- | | |
|--|--|
| <input type="checkbox"/> No Direct County Fiscal Impact
<input type="checkbox"/> Existing Staff Time Required
<input checked="" type="checkbox"/> Increase Operating Expenditures
(If checked, check one of two boxes below)
<input checked="" type="checkbox"/> Absorbed Within Agency's Budget
<input type="checkbox"/> Not Absorbed Within Agency's Budget
<input type="checkbox"/> Decrease Operating Expenditures
<input type="checkbox"/> Increase Operating Revenues
<input type="checkbox"/> Decrease Operating Revenues | <input type="checkbox"/> Increase Capital Expenditures
<input type="checkbox"/> Decrease Capital Expenditures
<input type="checkbox"/> Increase Capital Revenues
<input type="checkbox"/> Decrease Capital Revenues
<input type="checkbox"/> Use of contingent funds |
|--|--|

Indicate below the dollar change from budget for any submission that is projected to result in increased/decreased expenditures or revenues in the current year.

	Expenditure or Revenue Category	Current Year	Subsequent Year
Operating Budget	Expenditure	0	0
	Revenue	0	0
	Net Cost	0	0
Capital Improvement Budget	Expenditure	0	12,601
	Revenue		
	Net Cost	0	12,601

DESCRIPTION OF FISCAL EFFECT

In the space below, you must provide the following information. Attach additional pages if necessary.

- A. Briefly describe the nature of the action that is being requested or proposed, and the new or changed conditions that would occur if the request or proposal were adopted.
- B. State the direct costs, savings or anticipated revenues associated with the requested or proposed action in the current budget year and how those were calculated.¹ If annualized or subsequent year fiscal impacts are substantially different from current year impacts, then those shall be stated as well. In addition, cite any one-time costs associated with the action, the source of any new or additional revenues (e.g. State, Federal, user fee or private donation), the use of contingent funds, and/or the use of budgeted appropriations due to surpluses or change in purpose required to fund the requested action.
- C. Discuss the budgetary impacts associated with the proposed action in the current year. A statement that sufficient funds are budgeted should be justified with information regarding the amount of budgeted appropriations in the relevant account and whether that amount is sufficient to offset the cost of the requested action. If relevant, discussion of budgetary impacts in subsequent years also shall be discussed. Subsequent year fiscal impacts shall be noted for the entire period in which the requested or proposed action would be implemented when it is reasonable to do so (i.e. a five-year lease agreement shall specify the costs/savings for each of the five years in question). Otherwise, impacts associated with the existing and subsequent budget years should be cited.
- D. Describe any assumptions or interpretations that were utilized to provide the information on this form.

A. The Interim Chief Information Officer, Information Management Services Division (IMSD) is requesting authorization to execute two interdependent lease agreements with the city of Greenfield and AT&T to rent communications room and tower space located within the City of Greenfield municipal complex for a period of five years with four automatic, five year renewals (a maximum of 25 years considering all possible renewal terms).

B. No expense is anticipated in the current year for the execution of these two interdependent lease agreements.

GREENFIELD LEASE AGREEMENT

The County will be responsible for making an annual payment in the amount of \$1 to the City of Greenfield per the terms of the lease agreement, which totals \$25 over the entire term of the lease agreement.

In addition, the County will also be responsible for a one-time future payment from its annual operating budget in an amount not to exceed \$60,000 to be applied toward the City of Greenfield flash upgrade of City owned digital ready mobile and portable radios. As of the lease execution date, the time frame for radio upgrade is unknown; however, the County will be provided an 18 month advance notice window under the terms of the lease to budget for this anticipated cost.

¹ If it is assumed that there is no fiscal impact associated with the requested action, then an explanatory statement that justifies that conclusion shall be provided. If precise impacts cannot be calculated, then an estimate or range should be provided.

AT&T LEASE AGREEMENT

The County will be responsible for a rental fee of \$12,600 per year for placing County radio equipment on the AT&T owned communications tower. The initial annual rental fee of \$12,600 paid by the County is scheduled to increase by four percent annually over the agreement (a maximum of 25 years considering all possible renewal terms).

C. Within the current year no financial impact is anticipated with the execution of the two interdependent leases.

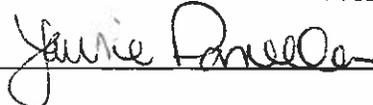
All future year budgetary costs with the execution of these lease agreements will be included in the IMSD operating budget.

D. The success of this initiative assumes simultaneous approval of both lease agreements as well as approval by the city of Greenfield Common Council.

Within the city of Greenfield lease agreement the one time future payment to flash upgrade the hand held and portable digital ready radios is estimated at \$60,000 or the actual cost of the upgrade, whichever is less.

Department/Prepared By Laurie Panella, INTERIM IMSD CIO, DAS-IMSD

Authorized Signature



Did DAS-Fiscal Staff Review?

Yes

No

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From the Interim Chief Information Officer, IMSD, request for authorization to enter into two interdependent lease agreements with the City of Greenfield and AT&T Corporation to rent communications room and tower space to support the County's 800 MHz public safety communications,

A RESOLUTION

WHEREAS, An appropriation of \$245,226 was approved for Capital Improvement Project WO620 - Greenfield Public Safety Communications to fund the relocation of public safety and radio communication equipment from a City of Milwaukee owned water tower to a communications tower located within the City of Greenfield municipal complex and owned by AT&T Corporation, and,

WHEREAS, completion of this approved capital improvement project will require execution of two interdependent lease agreements, one with AT&T Corporation for tower space rental and the other with the City of Greenfield for building space rental of the associated communications equipment. Both leases have been approved by Corporation Council and Risk Management, and,

BE IT RESOLVED, the Interim Chief Information Officer is authorized to execute a lease agreement with the City of Greenfield to rent communications room space located within the City of Greenfield municipal complex for a period of five years with four automatic, five year renewals, and,

BE IT FURTHER RESOLVED, the Interim Chief Information Officer is authorized to execute a lease agreement with AT&T Corporation to rent communications tower space located within the City of Greenfield municipal complex for a period of five years with four automatic, five year renewals.

FISCAL NOTE: Attached

LEASE AGREEMENT

This Lease Agreement ("Lease"), is made as of this _____ (the "Effective Date"), and is by and between the CITY OF GREENFIELD, a Wisconsin municipal corporation, hereinafter referred to as "City," as the LANDLORD, and MILWAUKEE COUNTY, also a Wisconsin municipal corporation, hereinafter referred to as "County," as the TENANT.

RECITALS

- A. City owns certain real estate and improvements located at 5310 W. Layton Avenue, in Greenfield, Wisconsin (the "Property"), more particularly described as the Radio Equipment Room.
- B. The City authorized City entry into this Lease by City Common Council Resolution File No. _____, passed _____.
- C. The County authorized County entry into this Lease by County Resolution File No. _____, passed _____.

For good and valuable consideration, receipt and sufficiency which are hereby acknowledged, City as Landlord, County as Tenant, hereby agree as follows.

1. **Recitals Incorporated.** The recitals above hereby acknowledge and agreed to.
2. **Lease of part of the property.** The city of Greenfield leases to the County, and the County leases from the city: (a) space in the Radio Equipment Room for a County wide radio communication system.
3. **Full disclosure.** The City and the County agree to disclose all material facts relevant to this transaction.
4. **Term.** The term of the lease (the Term) shall be for five years with four automatic five year renewals commencing on the Effective date hereof.
5. **Rent.** Hereunder shall be \$1 per year, and shall be prepaid as follows. For the first year, rent shall be paid upon execution of this Lease, at the rate of \$1 per year prorated for the number of days remaining from the Effective Date of this Lease to December 31 of commencement year. For each year thereafter, annual rent of \$1 per year shall be paid on or before January

11. **Replacements/Upgrades.** County has the right to replace and upgrade its equipment at the Property so long as physical area taken up is approximately the same, providing, however, that such replacement and upgrade and equipment and use of the Property shall, in all aspects, be subject to the terms and conditions of this Lease, and so long as County first provides City with notice of the replacement and upgrade and the County obtains City's prior approval of County's plans, specifications, and equipment (which approval shall not be unreasonably withheld), and so long as no such replacement or upgrade interferes with City's use of the Property or the use of City's other tenants at the Property.
12. **Restricted access to equipment room.** The County shall have 24 hour access to the property for the purpose of maintaining equipment. The County will designate a list of employees and contractors who have access to County radio equipment for the purpose of maintaining or repairing County radio equipment at the city or property.
13. **Indemnity.** Each of the Parties agree to the fullest extent permitted by law to indemnify, defend and hold harmless, the other, and its agents, officers and employees, from and against all loss or expense including costs and attorney's fees by reason of liability for damages including suits at law or in equity, caused by that Party's wrongful, intentional, or negligent act or omission, or its (their) agents which may arise out of or are connected with the activities covered by this agreement.
14. **Compliance with Laws.** Each of the Parties agrees to comply with all applicable Federal, State, County, and Local statutes, laws, rules, regulations, ordinances, and all policies, procedures, standards and regulations of accreditation agencies or bodies. Each Party agrees to hold the other harmless from any loss, damage, or liability resulting from a violation of such laws, rules, regulations, policies, procedures, standards or ordinances.
15. **County Installations at End of Term.** Upon the expiration of the Term, City shall have the right to require County to remove all of County's equipment from the Property (in which case, County shall promptly remove same and repair and restore the Property so that the Property is left in a good condition unaffected by the removal). Any damage caused by County in removal shall be promptly repaired by County at its expense.

16. **Interference.** County shall promptly eliminate any electromagnetic or other signal interference problems that are caused by County's use of or tenancy at the Property upon notice of same from City. If the interference cannot be eliminated by County within 30 days of City's notice, County equipment shall be rendered to remedy significant interference, County equipment shall be removed from the Property within 90 days of City notice and restore any damage to the Property caused thereby, in which case this Lease shall be deemed ended and terminated as of the date of such removal and restoration, and City shall then refund to County the prorated portion of advanced rentals paid to the City by the County so County is reimbursed for that portion of the Term that otherwise postdates County's removal and restoration duties hereunder. If any electromagnetic or other signal interference problems that are caused by County's use of or tenancy at the Property are adversely affecting any of City's critical public-service-communications system or other radio systems utilizing the Property, the City reserves the right to demand that the County temporarily cease operations until the problem is corrected, in which case, County shall comply with such demand.

14. **Certain Expressed Termination Rights.**

- A. County reserves the right to terminate this Lease after 90 days advance written notice: (a) if County is unable to secure, despite good faith and diligent efforts, requisite governmental licenses, permits and/or approvals to maintain and operate its equipment at the Property; (b) if the Federal Communications Commission (FCC) or Federal Aviation Administration (FAA) or the Association of Public Safety Communications Officials International (APCO) or other governmental body or agency issues regulations that make County's continued operation or maintenance of its equipment at the Property imprudent and unfeasible (such as, but not limited to, a take-back of band width or channels that makes County's equipment un-useable for its intended purpose); and/or (c) if County reasonably determines that the Property is not suitable for County's operation of its communications system due to technical reasons, including, but not limited to, unreasonable signal interference or inadequate signal strength.
- B After the fifth anniversary of the date of this Lease, and notwithstanding anything to the contrary contained in this Lease, City reserves the right to terminate this Lease upon 12-months advance written notice to the County, in which case, City shall return to County its prorated share of advance rental payments, and County shall be entitled to remove its equipment from the Property. County understands that the foregoing termination right of City is a material part of this Lease. In the event of emergency or to

avert substantial or imminent risk to public health, safety, or welfare, City's afore referenced termination right may be exercised prior to the fifth anniversary date of this Lease and upon only so much advance written notice as may be reasonably possible under the circumstances.

- C. If the City's improvements at the Property are destroyed in whole or material part by casualty or other reason beyond City's control during the Term, City reserves the right to declare this Lease terminated, in which case, City shall return to County its prorated share of advance rental payments.
- D. If the Property is taken by eminent domain in whole or material part by an authorized governmental body, City reserves the right to declare this Lease terminated, in which case, City shall return to County its prorated share of advance rental payments, and City and County shall each retain their respective rights against the condemning authority with respect to the taking and its effect on the City and County, respectively.

15. **Successors and Assigns.** This lease binds and inures to the benefit of the parties hereto and their successors and assigns. Notwithstanding the foregoing, however, County may not assign, convey, sublease, license, or transfer and right, title, or interest hereunder or in the Property without the express prior written consent of the City.

16. **Counterparts; recording.** This Lease may be executed in one or more counterparts which, when taken together, shall constitute one and the same document. The Lease, once fully executed, shall be recorded against the Property by City at County's expense. Upon the expiration or termination of this Lease, City may unilaterally record a memorandum of termination in the register of deeds office to give notice of the expiration or termination.

17. **Entire Agreement.** This Lease constitutes the entire agreement between the parties and all prior statements, written or oral, are terminated and of no effect. This Agreement may only be amended by a written agreement signed by all the parties hereto.

18. **Severable.** The terms and provisions of this Lease are deemed separable and severable such that the invalidity or unenforceability of any term or provision shall not affect or impair the validity or enforceability of the remaining terms and provisions.

19.

Authority

to sign. County and City each represent that their respective signatories have authority to sign this Lease.

20.

Notices. All notices materially impacting the terms of this Agreement permitted or required hereunder shall be considered given upon receipt if hand-delivered by commercial courier, certified mail or otherwise personally delivered and (iii) addressed by name and address to the party intended as follows:

If to City:

Michael Neitzke
Mayor City of Greenfield
Greenfield City Hall, Room 101
7325 W. Forest Home Ave.
Greenfield, WI 53220

If to County:

Milwaukee County DAS – IMSD
Hugh Morris
Radio Group Manager
2711 W. Wells Room 719
Milwaukee, WI 53208
Phone: 414/278-2055
Fax: 414/278-4979

Milwaukee County Corporation Counsel
901 9th street, Room 303
Milwaukee, WI 53233
Fax: 414-223-1249
Phone: 414-278-4300

The parties hereto, from time to time, as needed, change the recipient and address information above by providing notice of new/replacement information by notice as required hereunder.

21. **County's Emergency Contact Person.** County shall also provide to City's Police

22. **The City of Greenfield emergency Contact Person.** The City will provide to the County Sheriff's office the name, work phone, home phone, and cell phone of an emergency contact person for the City who County may contact, on a 24-hour-per-day, 7-day-per-week, 365-day-per-year basis regarding the County's equipment at the Property. The City shall ensure that such emergency-contact data is kept current and up-to-date.
23. **Headings.** The headings used herein are for convenience only
24. **Remedies.** In the event of breach of this Agreement, the non-breaching party shall have all rights and remedies available at law and in equity against the breaching party. In the event of breach by County, City may, if County has not remedied the breach within 30 days after having received notice of the breach from City, declare an immediate termination of this Lease and City may then elect to retain as City's sole property the transmitter, and any other of County's property located on the Property - providing, however, that City may not terminate the Lease if the nature of the default is such that it cannot reasonably be cured within 30 days, and if County is proceeding (and continues to proceed) diligently and with good faith toward cure.
25. **County Insurance.** The county is self insured.
26. **Estoppel Certificates:** County Equipment List, Attachment A.
27. **Prohibition against Cable Television.** County shall not use the Property for the provision of "cable service" or as a "cable –television system" as those terms are defined in state and federal law, not shall the County use the property as "cable-communications system" as defined in Milwaukee Code Ordinances & 99-3-5.
28. **Open records Law.** The County and the City are subject to open records law, and each understands this Lease and certain documents and records related thereto or

29. **Audit and Inspection of Records.** For a period up to three years after completion of the Contract, the City shall permit the authorized representatives of County, after reasonable notice, to inspect and audit all data and records of the City related to this Contract.
30. **Environmental.** With the exception of standard over the counter cleaners that County shall use in a careful and reasonable manner as part of its maintenance duties, County shall not introduce environmental hazards, solvents, or pollutants to the property. And, in any event, County shall not release environmental hazards, solvents, or pollutants that could subject the property or its owner to any state or federal clean-up or remediation order or in any manner that adversely impacts health, safety, or welfare, or that pollutes or contaminates soil or groundwater at the property.
31. **Occupational/Controlled Exposure.** County shall provide information as may be necessary to enable City to meet (concerning any city personnel who may be required to be or work at the property) any published guidelines establishing maximum permissible exposure limits for occupational/controlled exposure to radio frequency electromagnetic fields (as referenced in Part 1 of the FCC's Rules and regulations, including 47 CFR & 1.1310).
32. **Independent Contractor.** Nothing contained in this Contract shall constitute or be construed to create a partnership or joint venture between County or its successors or assigns and the City or its successors or assigns. In entering into this Agreement, and in acting in compliance herewith, both Parties are and will be at all times acting and performing as independent contractors duly authorized to perform the acts required of it hereunder

In WITNESS WHEREOF, the parties caused this agreement to be entered into and executed as of the Effective Date first written above.

LANDLORD	TENANT:
CITY OF GREENFIELD	MILWAUKEE COUNTY
By: _____ Michael Neitzke, Mayor	By: _____ Laurie Panella Interim Chief Information Officer Dept. of Admin Services - IMSD
	And By: - _____ Jason Gates, Risk Manager Dept. Admin Services – Risk Mgt. Section
By: _____ Michael Neitzke, Mayor of the City of Greenfield	And By: _____ Tim Karaskiewicz, County Corp. Counsel's Office

Attachment A

Equipment List

Function	Model	Serial
CH1	T5365A	225CZR0048
Ch 2	T5365A	225CAB90041
CH 3	T5365A	225CAB90042
CH 4	T5365A	225CAB90043
CH 5	C65CX5103BT	398CVL0035
CH 6	C65CX5103BT	398CVL0007
CH 7	C65CX5103BT	398CVL0008
CH 8	C65CX5103BT	398CVQ0041
CH 9	C65CX5103BT	398CVQ0042
CH 10	C65CX5103BT	398CVL0005
CH 11	C65CX5103BT	398CVL0001
CH 12	C65CX5103BT	398CVL0006
CH 13	T5365A	225CAB0044
CH 14	T5365A	225CAB0045
TCC	T5293A	277CAB0002
TXRX Combiner 15 Cans	73-98-11-2D-05-LR	48218L2, K, B2
Eftaom GPS Standard	BASE-0004	99530326
Premisys Channel Bank	891830	9922
MCS2000 Control Station	M01UGL6PW4BN	722AAE0188
Comb Filters (4(Cellwave		
Moscad	F6900A	214SXQ0424

AT&T Site ID:
State:
County:

SUBLEASE AGREEMENT

THIS SUBLEASE AGREEMENT (hereinafter referred to as "Sublease") by and between New Cingular Wireless PCS, LLC, a Delaware limited liability company with offices at 12555 Cingular Way, Suite 1300, Alpharetta, Georgia 30004 (hereinafter referred to as "Sublessor") and

County of Milwaukee, a Municipal; corporation, d/b/a Milwaukee County with offices at 901 n 9th street Milwaukee WI 53203 (hereinafter referred to as "Sublessee").

At its sole discretion, Sublessor may execute this Sublease following the acceptance of a Site Lease Application and Application Fee from Sublessee. Prior to or in conjunction with this Sublease, Sublessee shall submit the following to Sublessor:

- A. Site Lease Application (the "Application"); and
- B. Application Fee of \$2,500 (the "Fee").

After receipt of the Application and Fee from Sublessee, and after an initial review of the application for completeness and space and area availability, Sublessor shall provide to Sublessee a copy of the underlying lease for the Premises, a copy of any structural drawings and site plans (if available) and other relevant information (collectively, the "Sublessor Documents").

Upon receipt of the Sublessor Documents, Sublessee shall develop preliminary site plans (the "Preliminary Plans") showing the location of Sublessee's facilities and accessory equipment and showing the associated structural loading.

An application may not be approved, at the sole discretion of Sublessor, for any reason whatsoever including but not limited to structural limitations caused by the loading created by the addition of the Sublessee's antennas and associated cabling if Sublessee's additional loading prohibits Sublessor from placing a full array of 12 standard panel antennas and 24 coax plus 2 microwave dishes of 6' each (at a height acceptable to Sublessor) on the Tower as hereinafter defined.

Upon finding that Sublessee's Application and proposed facilities are acceptable, Sublessor will sublease the Subleased Premises, as defined below, subject to the terms and conditions of this Sublease as follows:

1. **Premises.** Subject to the following terms and conditions, Sublessor subleases to Sublessee certain space and area upon and adjacent to Sublessor Tower, as hereinafter defined, as more particularly described in **Exhibit 1** ("Plans and Specifications") and **Exhibit 2** ("Subleased Premises"), attached hereto. Sublessee's use and maintenance of the Subleased Premises shall be limited only to that portion thereof described and depicted in **Exhibits 1 and 2**, provided, however, Sublessee shall have the right of pedestrian and vehicular ingress and egress, together with the installation of utilities serving the Subleased Premises and improvements thereon, over and across the real property more particularly described in **Exhibit 3** (the "Property") attached hereto.

2. **Primary Lease Agreement.** The parties acknowledge and agree that Sublessor is leasing the property identified in **Exhibit 3** for the purpose of constructing, operating and maintaining a telecommunication tower, antenna facilities and other attendant facilities ("Tower") pursuant to a Lease Agreement ("Primary Lease") by and between Sublessor and _____, dated _____ attached hereto as **Exhibit 4**. Sublessor's right and ability to sublease the Subleased Premises to Sublessee is expressly limited by and subject to the terms of the Primary Lease and each and every term and condition of this Sublease shall be governed by and subordinate to the terms and conditions of the Primary Lease, each of which is incorporated herein by reference. In the event of any conflict between the terms and conditions of this Sublease and the Primary Lease, the terms of the Primary Lease shall control and govern Sublessee's rights hereunder. In the event the Primary Lease is terminated for any reason, this Sublease shall terminate at the same time, and Sublessee shall have no cause of action or claim against Sublessor and Sublessee's rights hereunder shall terminate and be forever waived.

3. **Term.**

The initial term ("Initial Term") of this Sublease shall be for a period of five (5) years and shall commence 120 days after full execution of this Sublease, or upon commencement of construction at the Subleased Premises, whichever occurs first ("Commencement Date"), and shall expire at midnight on the fifth anniversary of the Commencement Date. Sublessee shall memorialize the Commencement Date of this Sublease in writing, sent via certified mail, to Sublessor at the addresses set forth in this Sublease.

This Sublease shall be automatically extended for four (4) additional five (5) year terms, each being a renewal term ("Renewal Term"), unless Sublessee provides written notice of its intention not to renew the Sublease no later than three (3) months prior to the expiration of the Initial Term or of the then current Renewal Term, as the case may be; provided, however, such automatic right of renewal is contingent upon Sublessee not being in default of the Sublease.

Sublessee agrees that if Sublessee remains in possession of the Subleased Premises after the expiration of the Initial Term or any Renewal Term of this Sublease, without exercising its right to renew, Sublessee shall be deemed to be occupying the Subleased Premises as a Sublessee-at-sufferance on a month-to-month basis, subject to all the covenants and obligations of this Sublease.

4. **Rent.** Sublessee shall pay to Sublessor as rent, an amount equal to \$1,050 per month, plus its pro-rata or equitable share of any applicable taxes (including but not limited to; any current or future sales tax, sublease tax, lease and/or leasehold tax, tenant tax, subtenant tax, tower tax, real estate tax, property tax, personal property tax, excise tax, etc.) ("Rent"). Rent shall be for Tower and ground space. Rent shall be payable on the first day of each calendar month in advance at the following address: AT&T Mobility, Attn: Co-Location A/R, P. O. Box 97079, Redmond, WA 98073-9779. If the term commences other than on the first day of the month, the Rent shall be prorated for the first month for the number of days from the Commencement Date to the end of the month. If this Sublease is terminated on a day other than on the last day of a month, then Rent shall be prorated as of the date of termination and in the event of termination for any reason other than a default by Sublessee, all prepaid Rent shall be refunded to Sublessee.

The Rent due under this Sublease shall increase annually on the anniversary of the Commencement Date by four percent (4%) over the base Rent payable for the immediately preceding year.

5. **Permitted Use.** The Subleased Premises may be used by Sublessee to install, maintain and operate wireless antenna equipment on Sublessor's Tower; provided, however, Sublessee must coordinate the frequency of its wireless antenna equipment with Sublessor to the satisfaction of Sublessor as determined in its sole discretion ("Permitted Use"). Sublessee's antenna equipment (hereinafter referred to as "Communications Equipment"), is attached as **Exhibit 1.**

All Communications Equipment shall be anchored and installed on Sublessor's Tower in accordance with good and accepted engineering practices, and by Sublessee or a contractor approved by Sublessor. Sublessee must notify Sublessor of its intent to install the Communications Equipment prior to installation and, subject to the approvals of Sublessor as contemplated hereunder, Sublessee shall also notify Sublessor upon its completion of the installation of its Communications Equipment, and provide Sublessor with required "As Built" plans and related documents depicting the installation within sixty (60) days of completion of construction.

6. **Access.** Sublessor agrees that during the term of this Sublease, Sublessee shall have the right of reasonable ingress and egress on a 24 hour basis to the Subleased Premises (subject to the Primary Lease) for the purpose of installing, maintaining, repairing and removing its Communications Equipment. Sublessee acknowledges and agrees, however, that such access shall be permitted only to authorized engineers or employees of Sublessee or persons under the direct supervision of Sublessee for the limited purposes set forth herein. Sublessee shall use its best efforts to provide Sublessor with 24 hours advance written notice for Sublessee's routine access to its Communications Equipment and in the event of emergency, Sublessee shall give Sublessor notice as soon as reasonably possible.

7. **Interference.** Sublessee shall not use the Subleased Premises in any way that interferes with Sublessor's business operations or with its use of the Property or any equipment located thereon or by subtenants or sublicenses of Sublessor holding rights to the Property on the date of this Sublease. In the event of such interference, Sublessee will cause such interference to cease upon not more than twenty-four (24) hour notice from Sublessor. If Sublessee is unable to eliminate such interference within seventy-two (72) hours, Sublessee agrees to remove its Communications Equipment from the Property and this Agreement shall terminate. Sublessee hereby acknowledges that any interference with Sublessor's business operations shall cause Sublessor to suffer irreparable injury and entitle Sublessor, in addition to exercising any other rights or remedies available hereunder or under applicable law, to seek the immediate enjoinder of such interference.

8. **Improvements; Utilities; Removal.**

a. All work by Sublessee shall be performed in compliance with all applicable laws and ordinances. Sublessee is not authorized to contract for or on behalf of Sublessor for work on, or the furnishing of materials to, the Subleased Premises or any other part of the Property, and Sublessee shall discharge of record by payment, bond or otherwise, within ten (10) days subsequent to the date of its receipt of notice thereof from Sublessor, any mechanic's, laborer's or similar lien filed against the Subleased Premises or the Property for work or materials claimed to have been furnished at the instance of Sublessee. The Communications Equipment shall remain the exclusive property of Sublessee, and Sublessee shall have the right to remove all or any portion of the Communications Equipment at any time during the term of the Sublease and following any termination of this Sublease; provided Sublessee is not in default of this Sublease. Any property which is not removed by Sublessee within ninety (90) days after the expiration or earlier termination of this Sublease upon the expiration of said ninety (90) day period, shall at the option of Sublessor (i) be removed and

discarded or stored by Sublessor at Sublessee's expense, or (ii) become the property of Sublessor, and Sublessee shall thereafter have no rights, obligations or liabilities whatsoever with respect thereto.

b. Sublessee, at its sole cost and expense, shall erect, maintain and operate on the Premises, separate utility services from the servicing utility company or companies. Sublessee shall individually and directly pay for the utility services it consumes in its operation.

9. **Termination.** Except as otherwise provided herein, this Sublease may be terminated as follows:

a. by Sublessee if Sublessor does not approve Sublessee's Application;

b. By Sublessor, if Sublessee fails to make any monetary payment due under this Sublease within ten (10) days after Sublessee's receipt of written notice of default from Sublessor;

c. by either party if the other party defaults (other than a default described in Section 9. b. above) and fails to cure such default within thirty (30) days after written notice of such default is received; provided, however, that if such default is capable of being cured, but not within such 30-day period, this Sublease may not be terminated so long as the defaulting party commences appropriate curative action within such 30-day period and thereafter diligently prosecutes such cure to completion as promptly as possible;

d. by Sublessee upon sixty (60) days prior notice if it is unable to obtain, maintain or otherwise forfeits or cancels any license, permit or governmental approval necessary for the construction or operation of the Communications Equipment; or

e. by Sublessee upon sixty (60) days prior written notice if Sublessee determines, in its reasonable discretion exercised in good faith, that based on (i) technology, (ii) interference with use of the Subleased Premises resulting from the acts of any third party, an act of God or from other natural forces, or (iii) changes in system design or system usage patterns, Sublessee's use of the Communications Equipment (as the same may have been modified from time to time) is no longer consistent with the optimal operation of Sublessee's communication system.

f. by Sublessor upon prior written notice to Sublessee if the Primary Lease is terminated by Sublessor or its landlord for any reason by either party or Sublessor does not elect, in its sole discretion, to renew any term of the Primary Lease.

10. **Casualty and Condemnation.**

a. If at any time during the term of this Sublease all or "substantially all" (meaning the remaining portion thereof shall not be of sufficient size or condition to permit the continuation of Sublessee's Permitted Use in a commercially reasonable manner) of the Communications Equipment upon the Subleased Premises shall be damaged and/or destroyed by fire or other casualty, then Sublessee may terminate this Sublease by providing written notice to Sublessor, which termination shall be effective as of the date of such damage and/or destruction, and whereupon Sublessee shall be entitled to collect all insurance proceeds payable on account thereof and to the reimbursement of any prepaid Rent, to be apportioned as of the termination date.

b. If at any time during the term of this Sublease all or "substantially all" (as described in the preceding section 10.a of the Subleased Premises or the buildings and improvements located thereon shall be taken in the exercise of the power of eminent domain by any governmental or other authority, or by deed in lieu of condemnation, then Sublessee may terminate this Sublease by providing written notice to Sublessor, which termination shall be effective as of the date of the vesting of title in such taking, and any prepaid Rent shall be apportioned as of said date and reimbursed to Sublessee. Sublessor and Sublessee shall each be entitled to pursue their own separate awards with respect to such taking. In the event of any taking of less than all or substantially all of the Subleased Premises, this Sublease shall continue and each of Sublessor and Sublessee shall be entitled to pursue their own separate awards with respect to such taking.

11. **Taxes.** Sublessee shall pay its pro-rata or equitable share of any applicable taxes (including but not limited to; any current or future sales tax, sublease tax, lease and/or leasehold tax, tenant tax, subtenant tax, tower tax, real estate tax, property tax, personal property tax, excise tax, etc.) which is attributable to Sublessee's use of the Subleased Premises, and Sublessor agrees to furnish proof of such increase to Sublessee.

12. **Insurance and Subrogation.**

a. Sublessee will provide Commercial General Liability Insurance or self-insurance program equivalent in an aggregate amount of \$2,500,000 and name Sublessor. Sublessee may satisfy this requirement by obtaining appropriate endorsement to any master policy of liability insurance maintained by Sublessee and providing Sublessor within ten (10) days of the Commencement Date with a certificate of insurance or letter of self insurance.

b. Workmen's Compensation coverage in the statutory amount.

13. **Hold Harmless.** Sublessee agrees to indemnify and save Sublessor harmless from any and all liability, claims, lawsuits, and costs, including reasonable attorneys' fees, costs and expert witness' fees, arising from or in any way relating to Sublessee's use of the Premises under this Sublease. Sublessee agrees to use and occupy the Premises at Sublessee's own risk, and hereby releases Sublessor, its agents and employees, from any and all liability, claims, lawsuits or costs, or any other damages or injuries to the fullest extent permitted by law.

14. **Notices.** All notices, requests, demands and other communications hereunder shall be in writing and shall be deemed given if mailed, certified mail, return receipt requested, or sent by overnight carrier to the following addresses:

If to Sublessor: (via USPS):
New Cingular Wireless PCS, LLC
Attn: Network Real Estate Administration
12555 Cingular Way, Suite 1300
Alpharetta, Georgia 30004
RE: Site Name / FA #

With a copy to:
New Cingular Wireless PCS, LLC
Attn: Legal Department

15 East Midland Avenue
Paramus, NJ 07652
RE: Site Name / FA #

If to Sublessee:
Sublessee

With a copy to:

15. **Environmental Laws.** As used herein, the term "Environmental Laws" shall mean any and all local, state or federal statutes, regulations or ordinances pertaining to the environment or natural resources. As used herein, the term "Hazardous Substance" shall mean any toxic or hazardous waste or substance (including, without limitation, asbestos and petroleum products) that is regulated by Environmental Laws.

Each party represents, warrants and agrees that it will conduct its activities on the Subleased Premises or the Property in compliance with all applicable Environmental Laws. Sublessee agrees to defend, indemnify and hold Sublessor harmless from and against any and all claims, causes of action, demands and liability including, but not limited to, damages, costs, expenses, assessments, penalties, fines, losses, judgments and attorneys' fees that Sublessor may suffer due to the introduction, use, existence or discovery of any Hazardous Substance on the Subleased Premises or Property or the migration of any Hazardous Substance to other properties or released into the environment, that is caused by or results from Sublessee's activities on the Subleased Premises or Property.

Sublessor agrees to defend, indemnify and hold Sublessee harmless from and against any and all claims, causes of action, demands and liability including, but not limited to, damages, costs, expenses, assessments, penalties, fines, losses, judgments and attorneys' fees that Sublessee may suffer due to the introduction, use, existence or discovery of any Hazardous Substance on the Subleased Premises or Property or the migration of any Hazardous Substance to other properties or released into the environment, that is caused by or results from Sublessor's activities on the Subleased Premises or Property.

The indemnifications in this section specifically include costs incurred in connection with any investigation of site conditions or any cleanup, remedial, removal or restoration work required by any governmental authority. The provisions of this section will survive the expiration or termination of this Sublease.

16. **Assignment and Subleasing.** Sublessee may not assign or sublet this Lease Agreement without the prior written consent of Sublessor which approval shall not be unreasonably withheld. Sublessor may assign this Sublease without notice to or consent from Sublessee, in its sole discretion.

17. **Relocation of Communications Equipment.** Sublessor reserves the right, upon 365 days prior written notice, to relocate Sublessee's Communications Equipment either within the Subleased Premises or the Property, as Sublessor determines, and on the Tower. In the event relocation is required, Sublessee shall bear the expense of such relocation. If, however, Sublessee determines that the proposed relocation area upon the Tower is no longer consistent with the optimal operation of Sublessee's communication system, then Sublessee shall have the right to terminate this Sublease immediately. Upon termination of this Sublease, Sublessee shall have 365 days to remove its Communications Equipment from the Tower and

Subleased Premises, and return the Subleased Premises to its original condition, reasonable wear and tear from the elements excepted.

18. **Working Drawings:** Sublessee shall proceed with Sublessee's work in accordance with the following schedule:

a. Sublessee shall submit to Sublessor working drawings ("Working Drawings") prepared by Sublessee; and

b. Sublessor shall, within thirty (30) days of receipt, either approve such Working Drawings or designate by notice in writing to Sublessee the specific changes required to be made to the Working Drawings or request additional information, which Sublessee shall provide, and Sublessee shall resubmit the modified Working Drawings to Sublessor within thirty (30) days.

19. **Force Majeure.** Sublessor shall not be liable to Sublessee for any loss or damage to the Subleased Premises, Sublessee's use or its equipment due to fire, other casualty, act of God, the state of repair of the Subleased Premises, the bursting or leakage of any water, gas, sewer or steam pipes, or theft or any other act or neglect of any third party unless such loss or damage was caused by the sole negligent act or omission of Sublessor, its agents, servants, employees, contractors, licensees or invitees.

20. **Miscellaneous.**

a. The prevailing party in any litigation arising hereunder shall be entitled to its reasonable attorneys' fees and court costs. With respect to this section and any other provision in this Sublease providing for payment or indemnification of attorneys' fees, such fees shall be deemed to include reasonable fees incurred through any applicable appeal process and shall include fees attributable to legal services provided by any in-house counsel and staff to the prevailing or indemnified party. For purposes hereof, the services of in-house attorneys and their staff shall be valued at rates for independent counsel prevailing in the metropolitan area in which such counsel and staff practice.

b. This Sublease constitutes the entire agreement and understanding of the parties and supersedes all offers, negotiations and other agreements. There are no representations or understandings of any kind not set forth herein. Any amendment to this Sublease must be in writing and executed by both parties.

c. Either party hereto that is represented in this transaction by a broker, agent or commission salesperson (a "Representative") shall be fully and exclusively responsible for the payment of any fee, commission or other compensation owing to such Representative, and shall indemnify and hold the other party harmless from and against any claim to a fee, commission or other compensation asserted by such Representative, including reasonable attorneys' fees and costs incurred in defending such claim.

d. Each party agrees to not record this Sublease.

e. This Sublease shall be construed in accordance with the laws of the county and state in which the Subleased Premises is located.

f. If any term of this Sublease is found to be void or invalid, such invalidity shall not affect the remaining terms of this Sublease, which shall continue in full force and effect.

g. Whenever under the Sublease the consent or approval of either party is required or a determination must be made by either party, no such consent or approval shall be unreasonably withheld or delayed, and all such determinations shall be made on a reasonable basis and in a reasonable manner.

h. Sublessor covenants that Sublessee shall, upon paying the Rent and observing the other covenants and conditions herein upon its part to be observed, peaceably and quietly hold and enjoy the Subleased Premises during the term of this Sublease or as it may be extended subject to the Primary Lease.

i. Upon receipt of Sublessor's written request and within fifteen (15) days after said request, Sublessee shall execute, acknowledge and deliver to Sublessor, a certificate stating that: This Sublease is in full force and effect and has not been modified, supplemented or amended in any way, except as specified in such certificate; there are no existing defenses or offsets, except as specified in such certificate; Sublessee has not paid any Rent in advance, except as specified in such certificate; Sublessee is not in default in the payment of Rent or any of the other obligations required of Sublessee under this Sublease; and Sublessee has paid Rent, additional Rent, and any other payments due Sublessor as of the date set forth in the certificate.

j. Nothing herein contain shall be deemed or construed by the parties hereto, nor by any other party as creating the relationship of principal and agent or of partnership or of joint venture between the parties hereto. Neither the method of computation of Rent, nor any other provision contained herein, nor any acts of the parties hereto, shall be deemed to create any relationship between the parties hereto other than that set forth hereto.

k. Sublessor will cooperate with and permit Sublessee, at Sublessee's sole cost and expense, to implement reasonable measures in order for Sublessee to fulfill its RF exposure obligations at the transmitting site, including restricting public access and posting signs and markings. If Sublessor does not fulfill its obligations pursuant this paragraph, in addition to all other remedies it may have, Sublessee may terminate this Sublease upon written notice to Sublessor without further obligation to pay rent under this Sublease.

l. Waiver of a breach of any provision hereof under any circumstances will not constitute a waiver of any subsequent breach of such provision, or a breach of any other provision of this Sublease.

IN WITNESS WHEREOF, the parties have entered into this Sublease as of the dates set forth below.

WITNESSES:

NEW CINGULAR WIRELESS PCS, LLC

By: AT&T Mobility Corporation
Its: Manager

Print Name: _____

By: _____
Name: Neil Boyer
Title: Director-Network

Print Name: _____

Date: _____

SUBLESSEE:

Print Name: _____

By: _____
Name: _____
Title: _____

Print Name: _____

Date: _____

[Add notary or attestation as required by state law]

SUBLESSOR ACKNOWLEDGEMENT

STATE OF _____)
) ss:
COUNTY OF _____)

BE IT REMEMBERED, that on this _____ day of _____, 200__ before me, the subscriber, a person authorized to take oaths in the State of _____, personally appeared _____, Director-Network of AT&T Mobility Corporation, Manager of New Cingular Wireless PCS, LLC, who, being duly sworn on his oath, deposed and made proof to my satisfaction that he is the person named in the within instrument; and acknowledged to me that he executed the same in his authorized capacity, and that by his signature on the instrument the entities upon behalf of which he acted, executed the instrument.

Notary Public: _____
My Commission Expires: _____

SUBLESSEE ACKNOWLEDGEMENT

STATE OF _____)
) ss:
COUNTY OF _____)

BE IT REMEMBERED, that on this _____ day of _____, 200__ before me, the subscriber, a person authorized to take oaths in the State of _____, personally appeared _____, _____ of _____, who, being duly sworn on his oath, deposed and made proof to my satisfaction that he is the person named in the within instrument; and acknowledged to me that he executed the same in his authorized capacity, and that by his signature on the instrument the entities upon behalf of which he acted, executed the instrument.

Notary Public: _____
My Commission Expires: _____

**EXHIBIT 1
PLANS AND SPECIFICATIONS**

(including description of the antenna location, and location of ground
equipment on the ground portion of the Premises)

Number of Antennas: Six_____

Antenna Manufacturer and Type-Number: Sinclair SC412-HF2LDF-DI_____

Weight and Dimension of Antenna(s) (L x W x D): 251.5" x 5" x 5" 79 lbs_____

MW Dish diameter and approved RAD Center: NA_____

Number of Transmission Lines: 6_____

Diameter and Length of Transmission Line: 5 x 1.25 and 1 X 7/8_____

Location of Antenna(s) on Tower (Approved RAD Center): 200'

Direction of Radiation (Azimuth): 0, 60, 120, 180, 240, 300

Dimensions of SUBLESSEE Ground Space: NA_____

Frequencies/Max. Power Output: 75w_____

Other Equipment to be placed on Tower: Bird Tower Top Amp TTA 424-83A-04_____

Dimensions of Additional Ground Equipment: 18" x 6" 6" 17.5 lbs._____

EXHIBIT 2
See Attached Site Plans:

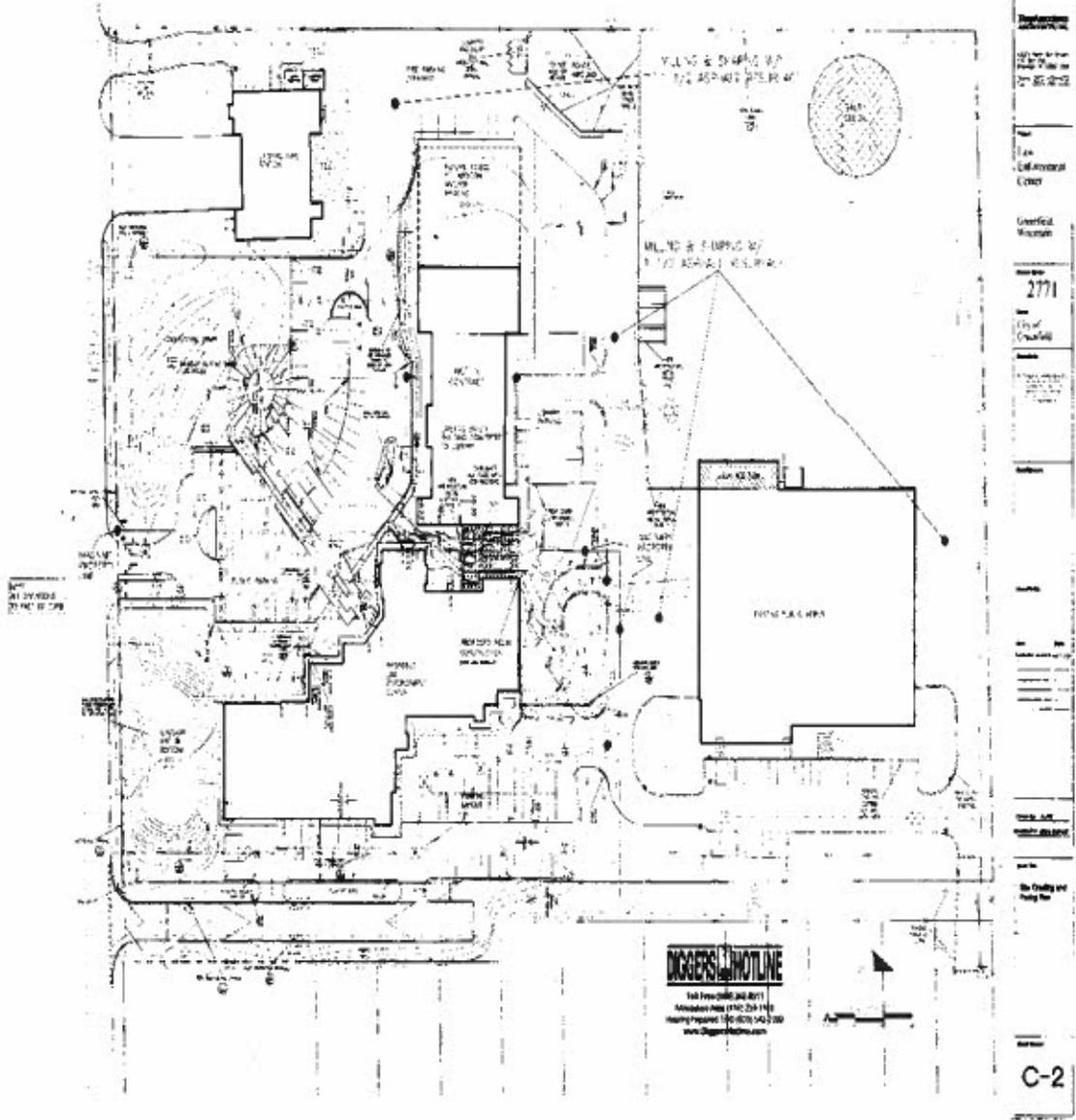


EXHIBIT 3
(the Property)

Common Address: 7835 w. Forrest Home, Greenfield, WI. 53208

Legal Description: Access Easement

An access easement 12.00 feet in width being part of the Southwest $\frac{1}{4}$ of Section 23. Township 6 Range 21 East, in the City of Greenfield, Milwaukee County, Wisconsin, the West line of said easement being described as follows:

Commencing at the Southeast corner of said $\frac{1}{4}$ Section; thence South $88^{\circ}-30'-37''$ West along the South line said $\frac{1}{4}$ section 612.30 feet; thence North $00^{\circ}-05'-58''$ West 60.02 feet to the North line of West Layton Avenue and the point of beginning of the West line to be described; thence continuing North $00^{\circ}-05'-58''$ West 302.02 feet to the North line of the Municipal Building parking lot and the point of termination of said West line; the East line of said easement to be shortened or extended to meet at the North line of West Layton Avenue and the North line of the aforementioned parking lot.

Lease Site & Utility Easement

Part of Southwest $\frac{1}{4}$ of section 23, Township 6 North, Range 21 East, in the City of Greenfield, Milwaukee County, Wisconsin described as follows:

Commencing at the Southeast corner of said $\frac{1}{4}$ Section: thence South $88^{\circ}-30'-37''$ West along the South line of said $\frac{1}{4}$ Section 612.30 feet; Thence North $00^{\circ}-05'-58''$ East 515.82 feet to the point of the beginning of the land to be described; thence North $89^{\circ}-54'-02''$ West 50.00 feet to Point "A"; Thence North $00^{\circ}-05'-58''$ East 60.00 feet; thence South $89^{\circ}-54'-02''$ East 50.00 feet; thence South $00^{\circ}-05'-58''$ West 60.00 feet to point of beginning.

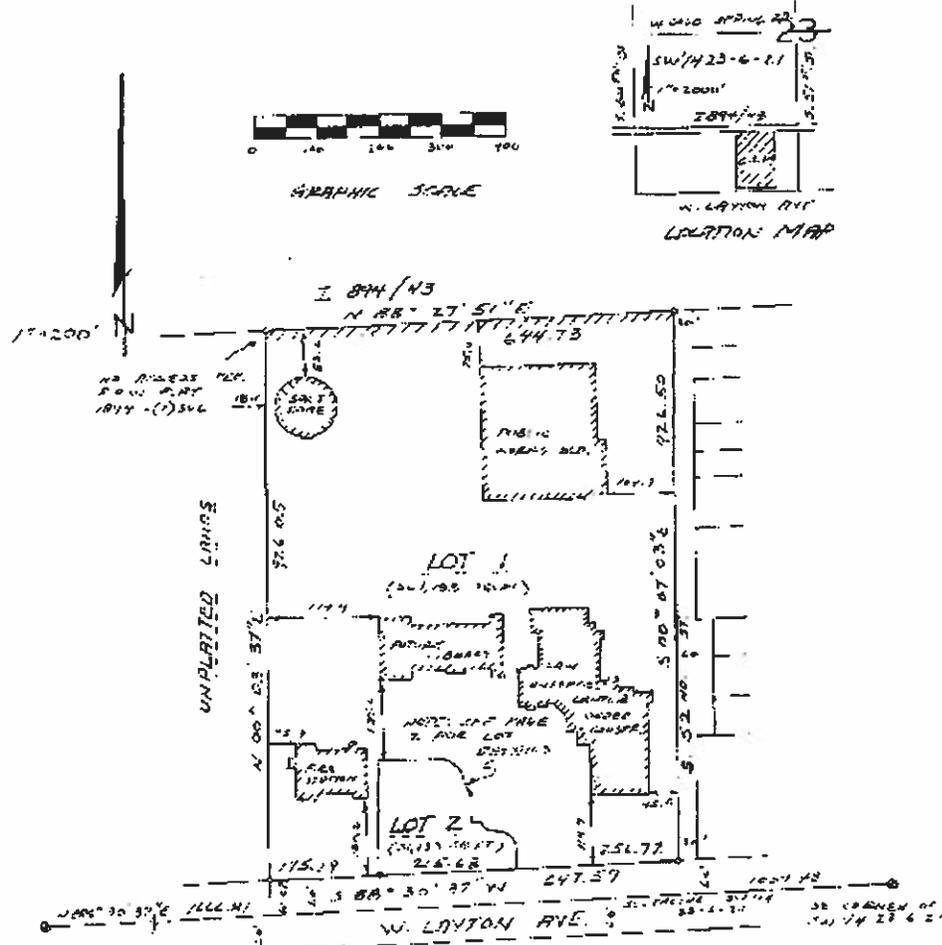
Also;

An utility easement 10.00 feet in width being part of the aforesaid $\frac{1}{4}$ Section, The centerline of said easement being described as follows:
Commencing at point "A" in the heretofore described Lease Site; thence North $00^{\circ}-05'-58''$ East along the West line of said Lease Site 4.98 feet to The point of beginning of the centerline to be described; thence South $41^{\circ}-41'-05''$ West 62.83 feet to the North wall of the existing Police Administration building and the point of termination of said centerline; the side lines of said easement to be shortened or extended to meet at the South and West lines of the heretofore described Lease Site And the North wall of the Police Administration building

See attached Survey, if available

RECORDED ON 3-22-07 DOC. # 09404503
CERTIFIED SURVEY MAP NO. 7878

BEING A REVISION OF PARCEL 1 OF C.S.M. NO. 7472, BEING A PART OF THE
SOUTHWEST 1/4 OF THE SOUTHWEST 1/4 OF SECTION 23, TOWN 5 NORTH, RANGE
21 EAST, IN THE CITY OF GREENFIELD, MILWAUKEE COUNTY, WISCONSIN.



NO RECORD FOR
1814 - (1) 506

UNPLEATED LINES

NOTE: SEE PLANS FOR
LUMBERMENT DETAILS

- ALL THE 1814 LINES ARE SET
NEIGHBORS AND FOUNDS FOR 1814
- ALL 1814 LINES ARE FOUND
- ALL 1814 LINES ARE FOUND

INCLUDING REFERENCE TO BLUE NORTH
WISCONSIN STATE PLANS
COURT-DRAWN 9/21/07, NORTH
ZONE

David E. Mack

4/26/07

#7878
#1071

EXHIBIT 4
(Copy of the Primary Lease)

COUNTY OF MILWAUKEE
INTEROFFICE COMMUNICATION

Date: August 18, 2010

To: Supervisor Lee Holloway, Chairman, County Board of Supervisors

From: Laurie Panella, Interim Chief Information Officer, IMSD

Subject: Request for Authorization to execute a Professional Services Contract Amendment with the Joxel Group, LLC

POLICY ISSUE

Milwaukee County Code of General Ordinances (MCGO) Chapter 56.30 (4)(b)(3)(a) requires County Board approval for professional service contracts and extension exceeding \$50,000. The Interim Chief Information Officer is requesting authorization to execute a professional service contract amendment with the Joxel Group LLC .

BACKGROUND

An appropriation of \$2,827,549 is budgeted in the 2010 Adopted Capital Improvements Budget for project WO444 - Electronic Medical Records System, to replace the Electronic Medical Records (EMR) system for the Office of the Sheriff (MCSO) and to implement a new EMR system for the Behavioral Health Division (BHD). The Information Management Services Division (IMSD) was appointed project lead on this initiative.

In June of 2010, IMSD issued a Request for Proposal (RFP) for program management services to support IMSD in the successful implementation of this project. IMSD was specifically looking for individuals with EMR and project management/business analyst background. IMSD posted the RFP on the County Internet and emailed the document to over 65 information technology firms; 11 companies submitted proposals in response to the RFP. Interviews were conducted by professionals from BHD, MCSO and IMSD. The Joxel Group, LLC (TJG), was selected as the successful proponent. TJG is a State of Wisconsin and Milwaukee County DBE certified firm.

A professional service contract in an amount less than \$50,000 was written, reviewed by Corporation Counsel, Risk Management and the Community Business Development Office and executed with TJG for the initial planning and design phase of the capital project. Upon completion of this phase the following deliverables will be met and the framework will be in place for the EMR Request for Proposal:

- Discovery – an integrated plan that captures business requirements from each MCSO and BHD
- Critical Success Factors – factors that are critical for the success of the EMR implementation for both MCSO and BHD will be documented.
- Requirement Document – EMR requirements matrix from both the divisions which incorporates the functional and the technical components required for the implementation along with process flows.
- Scoring Matrix – criteria to evaluate the vendor selection process.
- Recommendations Document – recommendation for one integrated EMR system versus two, implication between a hosted versus in-house development along with estimated

costs for implementation of each recommendation and projected operational costs for 5 years.

- Status Reports – bi-weekly status reports documenting the discovery phase process.

Due to the fact that the County Board is not in session in the month of August, IMSD did not have the authority to execute a contract for the total anticipated cost of this phase. IMSD executed the contract at a value less than \$50,000 with the intent of requesting authorization from the County Board to amend the professional service agreement with TJG in the month of September.

RECOMMENDATION

The Interim Chief Information Officer respectfully requests authorization for the Information Management Services Division to execute a professional service contract amendment with The Joxel Group, LLC to complete the initial planning and design phase of Project WO444- Electronic Medical Records System.

FISCAL IMPACT

The Interim Chief Information Officer, IMSD is requesting the authority to execute a professional service contract amendment with The Joxel Group, LLC which will increase the contract by \$92,000 for a total contract value of \$141,920. There are sufficient funds in Capital Project WO444 – Electronic Medical Records System to cover the cost of the completion of this phase of the project.



Laurie Panella, IMSD
Interim Chief Information Officer

cc: County Executive Scott Walker
Thomas Nardelli, Chief of Staff
Supervisor Elizabeth Coggs, Chair, Finance and Audit Committee
Supervisor Johnny Thomas, Vice- Chair, Finance and Audit Committee
Cynthia Archer, DAS Director
Steve Kreklow, Fiscal & Budget Administrator, DAS
James Martin, Interim IT Director Governance
Steve Cady, Research Analyst, County Board
Davida Amenta, Fiscal Analyst, DAS
Carol Mueller, Committee Clerk, Finance and Audit Committee
Sushil Pillai, The Joxel Group, LLC

MILWAUKEE COUNTY FISCAL NOTE FORM

DATE: August 23, 2010

Original Fiscal Note

Substitute Fiscal Note

SUBJECT: Request for authorization to execute a Professional Services Contract Amendment with the Joxel Group, LLC for the initial planning and design phase of approved Capital Improvement project WO444- Emergency Medical Records System.

FISCAL EFFECT:

- | | |
|--|---|
| <input type="checkbox"/> No Direct County Fiscal Impact
<input type="checkbox"/> Existing Staff Time Required
<input type="checkbox"/> Increase Operating Expenditures
(If checked, check one of two boxes below)
<input type="checkbox"/> Absorbed Within Agency's Budget
<input type="checkbox"/> Not Absorbed Within Agency's Budget
<input type="checkbox"/> Decrease Operating Expenditures
<input type="checkbox"/> Increase Operating Revenues
<input type="checkbox"/> Decrease Operating Revenues | <input checked="" type="checkbox"/> Increase Capital Expenditures
<input type="checkbox"/> Decrease Capital Expenditures
<input type="checkbox"/> Increase Capital Revenues
<input type="checkbox"/> Decrease Capital Revenues
<input type="checkbox"/> Use of contingent funds |
|--|---|

Indicate below the dollar change from budget for any submission that is projected to result in increased/decreased expenditures or revenues in the current year.

	Expenditure or Revenue Category	Current Year	Subsequent Year
Operating Budget	Expenditure	0	0
	Revenue	0	0
	Net Cost	0	0
Capital Improvement Budget	Expenditure	141,920	0
	Revenue		
	Net Cost	141,920	0

DESCRIPTION OF FISCAL EFFECT

In the space below, you must provide the following information. Attach additional pages if necessary.

- A. Briefly describe the nature of the action that is being requested or proposed, and the new or changed conditions that would occur if the request or proposal were adopted.
- B. State the direct costs, savings or anticipated revenues associated with the requested or proposed action in the current budget year and how those were calculated.¹ If annualized or subsequent year fiscal impacts are substantially different from current year impacts, then those shall be stated as well. In addition, cite any one-time costs associated with the action, the source of any new or additional revenues (e.g. State, Federal, user fee or private donation), the use of contingent funds, and/or the use of budgeted appropriations due to surpluses or change in purpose required to fund the requested action.
- C. Discuss the budgetary impacts associated with the proposed action in the current year. A statement that sufficient funds are budgeted should be justified with information regarding the amount of budgeted appropriations in the relevant account and whether that amount is sufficient to offset the cost of the requested action. If relevant, discussion of budgetary impacts in subsequent years also shall be discussed. Subsequent year fiscal impacts shall be noted for the entire period in which the requested or proposed action would be implemented when it is reasonable to do so (i.e. a five-year lease agreement shall specify the costs/savings for each of the five years in question). Otherwise, impacts associated with the existing and subsequent budget years should be cited.
- D. Describe any assumptions or interpretations that were utilized to provide the information on this form.

A. Due to the fact that the County Board is not in session in the month of August, IMSD did not have the authority to execute a contract for the total anticipated cost of the intital planning and design phase of an Electronic Medical System for both the Sheriff's office and Behavioral Health. IMSD executed a contract with The Joxel Group, LLC at a value less than \$50,000 with the intent of requesting authorization from the County Board (per MGCO Ch 56) to amend both professional service agreements in the month of September.

B. IMSD is requesting for the authority to execute a professional services contract amendment with The Joxel Group, LLC to increase the contract amount by \$92,000 for a total contract value of \$141,920 . Increased cost in the current year for these contracts will be obsorbed within the capital appropriation.

C. The total budget for the amended cost of the contract, totaling \$141,920, is included in the budgeted amount for this approved capital improvement project. The authorized budgeted amount for the planning and design phase was adopted in the capital improvement project at \$188,700. IMSD will be completeing this project for \$141,920.

D. None

¹ If it is assumed that there is no fiscal impact associated with the requested action, then an explanatory statement that justifies that conclusion shall be provided. If precise impacts cannot be calculated, then an estimate or range should be provided.

Department/Prepared By Laurie Panella, INTERIM IMSD CIO, DAS-IMSD

Authorized Signature 

Did DAS-Fiscal Staff Review? Yes No

1
2
3 From the Interim Chief Information Officer, IMSD, requesting approval to amend
4 a contract with The Joxel Group, LLC for the completion of the planning and design phase
5 of approved capital project WO444 – Electronic Medical Records System,
6

7 **A RESOLUTION**

8 WHEREAS, an appropriation of \$2,827,549 is budgeted in the 2010 Adopted
9 Capital Improvements Budget for project WO444 - Electronic Medical Records System, to
10 replace the Electronic Medical Records (EMR) system for the Office of the Sheriff (MCSO)
11 and to implement a new EMR system for the Behavioral Health Division (BHD), and,

12 WHEREAS, the Information Management Services Division (IMSD) was appointed
13 project lead on this initiative, and,

14 WHEREAS, in June of 2010, IMSD issued a Request for Proposal (RFP) for Program
15 Management Services to support IMSD in the successful implementation of this project,
16 and,

17 WHEREAS, upon completion of the proposal review, The Joxel Group, LLC (TJG)
18 was the successful proponent. TJG is a State of Wisconsin and Milwaukee County DBE
19 certified firm, and,

20 WHEREAS, professional service contracts in an amount less than \$50,000 were
21 written, reviewed by Corporation Counsel, Risk Management and the Community Business
22 Development Office and executed with planning and design phase of the capital project
23 and,

24 WHEREAS, due to the fact that the County Board is not in session in the month of
25 August, IMSD did not have the authority to execute a contract for the full anticipated cost
26 of this phase, and,

27 WHEREAS, IMSD executed the contract at a value less than \$50,000 with the intent
28 of requesting authorization from the County Board to amend the professional service
29 agreement in the month of September, and, now therefore,

30 BE IT RESOLVED, the interim Chief Information Officer is authorized to amend the
31 contract with The Joxel Group, LLC, for the planning and design phase of Project WO444-
32 Electronic Medical Records System for both the Milwaukee County Sheriff's Office and the
33 Milwaukee County Behavioral Health Division.
34

35 FISCAL NOTE: Attached

PROFESSIONAL SERVICE CONTRACT

This Contract between Milwaukee County, a Wisconsin municipal body corporate (hereinafter called "County"), represented by the Department of Administrative Services – Information Services Division and The Joxel Group, LLC, with its principal place of business at 10555 N. Port Washington Rd, Mequon, WI 53092 (hereinafter called "Contractor") is entered into on August 11, 2010.

1. SCOPE OF SERVICES

Contractor shall specifically perform all of the tasks set forth in the Statement of Work (SOW) dated August 5, 2010, attached hereto as Exhibit I, Statement of Work EMR Program Manager and Exhibit II, Statement of Work EMR Project Manager (MCSO and BHD) dated August 20, 2010.

2. STAFFING

Contractor represents that Sushil Pillai, John Holland and Greg Gomer as well as other assigned employees of the Joxel Group possess the necessary skill, expertise, and capability, including sufficient personnel with the necessary qualifications, to perform the services required by this Contract. Contractor will not dismiss any assigned resource from the project without the express written consent of Milwaukee County. Contractor shall provide, at its own expense, all personnel required to perform the services under this Contract. Such personnel shall not be the employees of, or have any other contractual relationship with, the County.

3. OFFICE SPACE AND OTHER SUPPORT TO BE PROVIDED BY COUNTY

County hereby agrees to make available, without charge to Contractor, office space and office furniture, office equipment and photocopying needed by Contractor for the performance of its services agreed to within this Contract.

4. DATES OF PERFORMANCE

Contractor shall begin work upon execution of this Agreement.

5. COMPENSATION

The total compensation to Contractor for services performed under the Contract shall not exceed \$49,920 unless agreed to by County in writing and approved by the Milwaukee County Board of Supervisors. There shall be no travel or other reimbursable costs associated in the performance of the Services. All charges are exclusive of taxes. Services and expenses shall be invoiced monthly as incurred during that invoice period. State Prompt Pay Law, Section 66.285, does not apply to this Contract. As a matter of practice, the County attempts to pay all invoices in 30 days. If no disputes arise, and the invoice has not been paid 60 days after it was received by the County, the contractor may file a claim for 12% (annual rate) on amounts not paid after the 60th day.

6. BILLING

Contractor shall provide County with monthly billings, which shall include, but not be limited to, the following:

- A. Name of employee
- B. Dates and hours worked
- C. General task performed
- D. Detail of out-of-pocket expenses, indicating their purpose such as telephone, travel, hotel, graphic reproduction, postage, etc., for these expenditures provided for in the Contract.

7. TAXES

Milwaukee County is exempt from Federal Excise Taxes and Wisconsin State Sales Taxes. Any billing submitted by Contractor should be without such taxes.

8. REPORTS

Contractor shall provide written progress reports or oral presentations to County as directed by the County Chief Information Officer or designee.

9. OWNERSHIP OF DATA

Upon completion of the work or upon termination of the Contract, it is understood that all completed or partially completed data, drawings, records; computations, survey information, and all other material that Contractor has collected or prepared in carrying out this Contract shall be provided to and become the exclusive property of the County. Therefore, any reports, information and data given to or prepared or assembled by Contractor under this Contract shall not be made available to any individual or organization by Contractor without the prior written approval of County.

No reports or documents produced in whole or in part under this Contract shall be the subject of an application for copyright by or on behalf of the Contractor.

10. AUDIT AND INSPECTION OF RECORDS

Contractor shall permit the authorized representatives of County, after reasonable notice, to inspect and audit all data and records of Contractor related to carrying out this Contract for a period up to three years after completion of the Contract. The prime Contractor must obtain prior written Milwaukee County approval for all subcontractors and/or associates to be used in performing its contractual obligations. There must be a written contractual agreement between the prime Contractor and its County-approved subcontractors and/or associates which binds the subcontractor to the same audit contract terms and conditions as the prime Contractor.

11. AFFIRMATIVE ACTION

The contractor assures that it will undertake an affirmative action program as required by 14 CFR Part 152, Subpart E, to insure that no person shall on the grounds of race, creed, color, national origin, or sex be excluded from participating in any employment activities covered in 14 CFR Part 152, Subpart E. The Contractor assures that no person shall be excluded on these grounds from participating in or receiving the services or benefits of any program or activity covered by this subpart. The Contractor assures that it will require that its covered suborganizations provide assurances to the Contractor that they similarly will undertake affirmative action programs and that they will require assurances from their suborganizations, as re-created by 14 CFR Part 152, Subpart E, to the same effect.

12. DISADVANTAGED BUSINESS ENTERPRISE

Contractor shall comply with Milwaukee County Ordinance 42 and CFR 49 Part 23, which have an overall goal of seventeen percent (17%) participation of certified disadvantaged, minority and/or women business enterprise (DBEs) on professional service contracts. In accordance with this, the Contractor shall ensure that DBEs have the maximum opportunity to participate in this project. The specific goal for this project is seventeen percent (17%).

13. NON-DISCRIMINATION, EQUAL EMPLOYMENT OPPORTUNITY AND AFFIRMATIVE ACTION PROGRAMS

In the performance of work under this Contract, Contractor shall not discriminate against any employee or applicant for employment because of race, color, national origin, age, sex, or handicap, which shall include, but not be limited to, the following:

Employment, upgrading, demotion or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeships. Contractor will post in conspicuous places, available for employees and applicants for employment, notices to be provided by County, setting forth the provisions of the non-discriminatory clause.

Contractor agrees to strive to implement the principles of equal employment opportunity through an effective Affirmative Action program, and has so indicated on the certificate attached hereto as Exhibit _____ and made a part of this Contract. The program shall have as its objective to increase the utilization of women, minorities and handicapped persons, and other protected groups, at all levels of employment, in all divisions of Contractor's work force, where these groups may have been previously under-utilized and under-represented. Contractor also agrees that in the event of any dispute as to compliance with the aforestated requirements, it shall be its responsibility to show that it has met all such requirements.

When a violation of the non-discrimination, equal opportunity or Affirmative Action provisions of this section has been determined by County, Contractor shall immediately be informed of the violation and directed to take all action necessary to halt the violation, as well as such action as may be necessary to correct, if possible, any injustice to any person adversely affected by the violation, and immediately take steps to prevent further violations.

If, after notice of a violation to Contractor, further violations of this section are committed during the term of the Contract, County may terminate the Contract without liability for the uncompleted portion or any materials or services purchased or paid for by the Contractor for use in completing the Contract, or it may permit Contractor to complete the Contract, but, in either event, Contractor shall be ineligible to bid on any future contracts let by County.

14. INDEMNITY/INSURANCE

CONTRACTOR’S INDEMNIFICATION AND PROFESSIONAL LIABILITY INSURANCE

INDEMNITY

Contractor agrees to the fullest extent permitted by law, to indemnify, defend and hold harmless, the County, and its agents, officers and employees, from and against all loss or expense including costs and attorney’s fees by reason of liability for damages including suits at law or in equity, discrimination and civil rights actions, caused by any wrongful, intentional, or negligent act or omission of the Contractor, or its (their) agents which may arise out of or are connected with the activities covered by this agreement.

Contractor shall indemnify and save County harmless from any award of damages and costs against County for any action based on U.S. Patent or Copyright infringement regarding computer programs involved in the performance of the tasks and services covered by this agreement.

INSURANCE

Contractor shall purchase and maintain policies of insurance and proof of financial responsibility to cover costs as may arise from claims of tort, statutes, and benefits under Worker’s Compensation laws, as respects damage to persons or property and third parties in such coverages and amounts as required and approved by the County Director of Risk Management and Insurance. Acceptable proof of such coverages shall be furnished to the Director of Risk Management and Insurance prior to services commenced under this agreement.

Contractor shall provide evidence of the following coverages and minimum amounts.

<u>Type of Coverage</u>	<u>Minimum Limits</u>
Wisconsin Workers’ Compensation	Statutory
Employer’s Liability	\$100,000/\$500,000/\$100,000
Commercial or Comprehensive General Liability	
General Aggregate	\$1,000,000 Per Occurrence
Bodily Injury & Property Damage	\$1,000,000 Aggregate
Personal Injury	\$1,000,000 Per Person
Contractual Liability	\$1,000,000 Per Occurrence
Fire Legal Liability	\$50,000 Per Occurrence

Professional Liability

Errors & Omissions \$1,000,000 Per Occurrence
Refer to paragraph A.2. for additional conditions

Automobile Liability

Bodily Injury & Property Damage \$1,000,000 Per Accident
All Autos-Owned, non-owned and/or hired
Uninsured Motorists Per Wisconsin requirements

Milwaukee County, as its interests may appear, shall be named as an additional insured for General, Automobile, as respects the services provided in this agreement. Disclosure must be made of any non-standard or restrictive additional insured endorsement, and any use of non-standard or restrictive additional insured endorsement will not be acceptable. A thirty (30) day written notice of cancellation, non-renewal, or material change shall be afforded to the County.

The insurance specified above shall be placed with an AA+ rated carrier per Best’s Rating Guide approved to do business in the State of Wisconsin. Any deviations or waiver of required coverages or minimums shall be submitted in writing and approved by the County Director of Risk Management and Insurance as a condition of this agreement. Waivers may be granted when surplus lines and specialty carriers are used.

A certificate of Insurance shall be submitted for review to the County for each successive period of coverage for the duration of this agreement.

A.1. COMPLIANCE WITH GOVERNMENTAL REQUIREMENTS

Contractor shall evidence satisfactory compliance for Unemployment Compensation and Social Security reporting as required by Federal and State laws.

A.2. PROFESSIONAL LIABILITY – ADDITIONAL PROVISIONS

Contractor agrees to provide additional information on their professional liability coverages as respects policy type, i.e., errors and omissions for consultants, architects, and/or engineers, etc.; applicable retention levels; coverage form, i.e., claims made, occurrence; discover clause conditions, and effective, retroactive and expiration dates, to the County Director of Risk Management and Insurance as may be requested to obtain approval of coverages as respects this section.

It is understood and agreed that coverages which apply to the services inherent in this agreement will be extended for two (2) years after completion of all work contemplated in this project if coverage is written on a claims-made basis.

Contractor shall certify and make available loss information from any insurer as to any claims filed or pending against any and all professional liability coverages in effect for the past five (5) years, if requested.

Contractor shall certify to inform the County of any claims filed for errors and omissions that may be covered under professional coverages pursuant to the work within ten (10) days of notice of the occurrence or claim filing, whichever is sooner.

Deviations and waivers may be requested in writing based on market conditions to the County Director of Risk Management and Insurance. Approval shall be given in writing of any acceptable deviations or waiver to the Contractor prior to the Contractor effecting any change in conditions as contained in this section. Waivers shall not be unduly withheld nor denied without consultation with the Contractor.

It is understood and agreed that the Contractor will obtain information on the professional liability coverages of all subcontractors in the same form as specified above for review of the County.

15. PERMITS, TAXES, LICENSES

Contractor is responsible for all necessary permits, licenses, fees and taxes required to carry out the provisions of this contract. The financial burden for such expenses rests entirely with the Contractor providing the service under the contract.

16. TERMINATION BY CONTRACTOR

Contractor may, at its option, terminate this Contract upon the failure of the County to pay any amount which may become due hereunder for a period of forty-five (45) days following submission of appropriate billing and supporting documentation. Upon said termination, Contractor shall be paid the compensation due for all services rendered through the date of termination including any retainage.

17. TERMINATION BY COUNTY FOR VIOLATIONS BY CONTRACTOR

If Contractor fails to fulfill its obligations under this Contract in a timely or proper manner, or violates any of its provisions, County shall thereupon have the right to terminate it by giving thirty (30) days' written notice of termination of contract, specifying the alleged violations and effective date of termination. It shall not be terminated if, upon receipt of the notice, Contractor promptly cures the alleged violation prior to the end of the thirty (30) day period. In the event of termination, the County will only be liable for services rendered through the date of termination and not for the uncompleted portion, or for any materials or services purchased or paid for by Contractor for use in completing the Contract.

18. UNRESTRICTED RIGHT OF TERMINATION BY COUNTY

County further reserves the right to terminate this Contract at any time for any reason by giving Contractor thirty (30) days' written notice by Certified Mail of such termination. In the event of said termination, Contractor shall reduce its activities hereunder as mutually agreed to, upon receipt of said notice. Upon said termination, Contractor shall be paid for all services rendered through the date of termination. This section also applies should the Milwaukee County Board of Supervisors fail to appropriate additional monies required for the completion of the Contract.

19. FUNDING

If funds are not appropriated for payment of this contract, Milwaukee County may terminate the contract upon thirty (30) days' written notice without any early termination penalties, charges, fees, or costs of any kind to Milwaukee County.

20. COOPERATION UPON TERMINATION

Contractor must cooperate with the Milwaukee County in the event of termination so as to ensure that Milwaukee County can maintain continuity of service delivery. Such cooperation will include the provision to Milwaukee County of the names, addresses and telephone numbers of personnel, independent Contractors and subcontractors as well as salaries, organizational charts, certifications, lists of all subcontractors with names, addresses and telephone numbers with M/W/DBE designation as appropriate, and any other necessary information to ensure that Milwaukee County can maintain continuity of service delivery addressed in this Agreement. Contractor must provide said information prior to the effective date of the termination or contract end.

21. INDEPENDENT CONTRACTOR

Nothing contained in this Contract shall constitute or be construed to create a partnership or joint venture between County or its successors or assigns and Contractor or its successors or assigns. In entering into this Contract, and in acting in compliance herewith, Contractor is at all times acting and performing as an independent contractor, duly authorized to perform the acts required of it hereunder.

22. SUBCONTRACTS

Assignment of any portion of the work by subcontract must have the prior written approval of County.

23. ASSIGNMENT LIMITATION

This Contract shall be binding upon and inure to the benefit of the parties and their successors and assigns; provided, however, that neither party shall assign its obligations hereunder without the prior written consent of the other.

Contractor is prohibited from assigning this Agreement, in whole or in part, without the prior written consent of the County, evidenced by a resolution that has been fully adopted by its Board of Supervisors. Notwithstanding the foregoing, Contractor may, with 21 days written notice to Milwaukee County assign this Agreement in its entirety to any entity that acquires all of substantially all of the assets of Contractor.

24. PROHIBITED PRACTICES

- A. Contractor, during the period of this Agreement, shall not hire, retain or utilize for compensation any member, officer, or employee of County, or any person who, to the knowledge of Contractor, has a conflict of interest.
- B. Contractor hereby attests that it is familiar with Milwaukee County's Code of Ethics which states, in part, "No person may offer to give to any County officer or employee or his immediate family, and no County officer, or employee or his immediate family, may solicit or receive anything of value pursuant to an understanding that such officer's or employee's vote, official actions or judgment would be influenced thereby."

25. CONTRACTOR CONDUCT

If there is a Request for Proposal (RFP) or an Invitation to Submit a Proposal (ISP) associated with this Contractor, during the time that the RFP or ISP is in process, i.e. from the date an RFP is issued by Milwaukee County to the date Contractor is selected and a contract is executed, if applicable, no gratuities of any kind may or will be accepted by any County employee or official from the Proposer's employees, agents or representatives including contributions, meals, gifts or trips, except as provided for as reference site visitations and/or during oral presentations and finalist evaluations. Violation of these conditions will constitute immediate disqualification and termination of this Contract.

26. CODE OF ETHICS

Contractor hereby attests that it is familiar with Milwaukee County's Code of Ethics which states, in part:

No person may offer to give to any County Officer or employee or his/her immediate family, and no County Officer or his/her immediate family may solicit or receive anything of value pursuant to an understanding that such officers or employees vote, official action or judgment would be influenced thereby.

During the period of this Contract, Contractor shall not hire, retain or use for compensation any member, officer, or employee of the County or any person who, to the knowledge of Contractor, has a conflict of interest.

27. NON-CONVICTION FOR BRIBERY

Contractor hereby declares and affirms that, to the best of its knowledge, none of its officers, directors, or partners or employees directly involved in obtaining contracts has been convicted of bribery, attempted bribery, or conspiracy to bribe under the laws of any state or the federal government.

28. NOTICES

Notices to County provided for in this Contract shall be sufficient if sent by U.S.P.S. Certified or Registered mail, postage prepaid, addressed to Laurie Panella, Milwaukee County IMSD, 901 N

9th Street, Room 307, Milwaukee, WI 53223; and notices to Contractor shall be sufficient if sent by U.S.P.S. Certified or Registered mail, postage prepaid, to The Joxel Group, LLC, 10555 North Port Washington Rd, Mequon, WI 53092; or to such other respective addresses as the parties may designate to each other in writing from time to time.

29. MEDIA RELEASES AND CONTACT

Contractor's staff, independent contractors and subcontractors shall be restricted from releasing any information about the contract or events occurring within a County facility to a public forum or to the media without the authorization of the County and coordinated through the parties' public information representatives.

30. MISCELLANEOUS

This Agreement shall be interpreted and enforced under the laws and jurisdiction of the State of Wisconsin. This Agreement constitutes the entire understanding between the parties and is not subject to amendment unless agreed upon in writing by both parties hereto. Contractor acknowledges and agrees that it will perform its obligations hereunder in compliance with all applicable state, local or federal law, rules, regulations and orders.

31. SEVERABILITY OF PROVISIONS

If any one or more of the covenants, agreements, provisions or terms of this Agreement shall be held invalid for any reason whatsoever, then such covenants, agreements, provisions, or terms shall be deemed severable from the remaining covenants, agreements, provisions, or terms of this Agreement and shall in no way affect the validity or enforceability of the other provisions of this Agreement.

32. WAIVERS

No term or provision of this Agreement may be waived or modified unless such waiver or modification is in writing and signed by the party against whom such waiver or modification is sought to be enforced. Any failure to insist upon strict compliance with any of the terms or conditions of this Agreement shall not be deemed a waiver of such terms or condition, nor shall any waiver or relinquishment of any right or power hereunder at any time or times be deemed a subsequent waiver or relinquishment of such right or power.

33. BINDING EFFECT

This resulting agreement shall be interpreted and enforced under the laws and jurisdiction of the State of Wisconsin. This agreement constitutes the entire understanding between the parties and is not subject to amendment unless agreed upon in writing by both parties hereto. By mutual agreement, the parties may, from time to time, promulgate scope of service documents to define the scope of services. Such scope of service documents will be incorporated into the contract agreement. Contractor acknowledges and agrees that it will perform its obligations hereunder in compliance with all applicable state, local or federal laws, rules, regulations and orders.

34. ADDITIONAL CONTRACTUAL TERMS

Contractor Personnel. Contractor shall provide, as described in the SOW and/or Contractor's response to the RFP, all personnel necessary to perform the services and tasks described in this Agreement. Such personnel shall not be employees of or have any other contractual relationship with Milwaukee County. Contractor may not replace or substitute any specific individuals identified in the SOS without the prior written consent of Milwaukee County. It is understood that any replacement person or persons shall possess substantially equivalent training, skills and levels of competence as the person or persons replaced. Milwaukee County shall have the right to request and require removal of personnel assigned by Contractor to this project and to approve replacement personnel.

Guaranteed Most Favorable Terms. Contractor certifies and agrees that all of the prices, terms, warranties and benefits granted by Contractor herein are comparable to or better than those offered by Contractor to other State and Local Government customers contracting under the same material terms and conditions. As used herein, material terms and conditions include those terms related to the execution of this contract for services procured under this contract and any related pricing. Should Contractor announce a general price reduction or make available to other State or Local Government customers more favorable terms or conditions with respect to any of the services contained in the SOW, such prices, terms and conditions will be made available to Milwaukee County upon the date the general price reduction or more favorable terms and conditions become effective.

Confidential Information. All information obtained or maintained by Contractor of a confidential nature will be kept by Contractor in a confidential manner in compliance and accordance with all applicable State and Federal laws or regulations.

Compliance with Laws. Contractor agrees to comply with all applicable Federal, State, County, and Local statutes, laws, rules, regulations, ordinances, and all policies, procedures, standards and regulations of accreditation agencies or bodies. Contractor agrees to hold Owner harmless from any loss, damage, or liability resulting from a violation on the part of contractor of such laws, rules, regulations, policies, procedures, standards or ordinances.

35. TECHNOLOGY POLICY

- A. Contractor hereby attests that it is familiar with Milwaukee County's Code of Ethics which states, in part, that "No person may offer to give to any County officer or employee or his immediate family, and no County Officer, or employee or his immediate family, may solicit or receive anything of value pursuant to an understanding that such officer's or employee's vote, official actions or judgment would be influenced thereby."
- B. Contractor hereby attests that it has been furnished with a copy of Milwaukee County's Use of Technologies Policy which prohibits the inappropriate use of County-provided technology resources. Contractor acknowledges that it has familiarized itself with Milwaukee County's Use of Technologies Policy and that it specifically agrees that it will make its employees and agents aware of the provisions of said policy. County may, at its discretion, require specific users of County-provided technology, to sign a "User Statement" acknowledging receipt of a copy and awareness of Milwaukee County's Use of Technologies Policy.

IN WITNESS WHEREOF, the parties hereto have executed this Contract on the day, month and year first above written.

RECOMMENDED FOR APPROVAL:

FOR MILWAUKEE COUNTY

FOR CONTRACTOR


Laurie Panella
Interim CIO

8/31/2010
Date

SUSHIL PILLAI
Sushil Pillai CEO
The Joxel Group, LLC

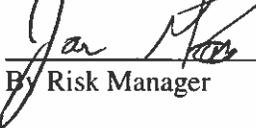
8-31-2010
Date

Witnessed by:

 8/31/10

51-0594504
Taxpayer ID No.

Reviewed by County's Risk Manager:

 8/23/10
By Risk Manager Date

PRESIDENT & CEO
Title

Sushil Pillai
Signature

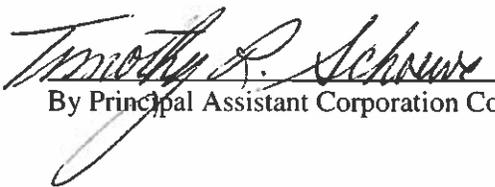
Witnessed by:

Approved with regards to Milwaukee
County Ordinance Chapter 42:

IF PRINCIPAL IS A CORPORATION
IMPRINT CORPORATE SEAL

 8/27/10
By Community Business Development Partners Date

Approved as to appropriate use of a
professional service contract, form and
independent contractor status by
Corporation Counsel:

 8-24-10
By Principal Assistant Corporation Counsel Date

Statement of Work (SOW) EMR Program Manager



Phase 1 – Discovery Phase

August 5, 2010

Prepared By:



Leveraging Ideas Into Insights

This Statement of Work is Exhibit I to the Professional Services Contract signed between The Joxel Group, LLC and the County of Milwaukee, Information Management Systems Division (IMSD).

Statement of Need

The County is in the process of initiating the implementation of a completely integrated Electronic Medical Records (EMR) solution for the Correctional Facilities Division and the Behavioral Health Division. The Joxel Group, LLC (“TJG”) was selected as the firm to support this effort with the Program Management Services and specifically Mr. Sushil Pillai as the Program Manager to lead this effort.

Scope and Approach

This SOW covers the first phase of this project, namely, the Discovery phase (Phase 1), of this engagement. During this phase, the program manager will work with two project managers identified for the individual divisions to develop a plan to complete requirements (either a single set for both divisions or multiple set based on the nature of the requirements) along with process flows for the EMR implementation and develop a RFP along with a scoring matrix to be submitted to a select group of EMR vendors. The requirements will be documented in a matrix so that future changes can be monitored effectively as we move from Phase 1 to Phase 2 – Vendor Selection.

The high-level approach for the execution of this initiative is as follows:

- **Discovery Plan and Objectives** – The program manager will work with the project managers to develop an integrated plan to capture the requirements from both the divisions to build a RFP. In addition, the program manager will work with key stakeholders to determine the critical success factors for an EMR implementation within their respective divisions.
- **Current State Review** – The program manager along with the project managers will work with the individual divisions to understand their current business operations as it relates to facilitating medical records. As part of the current state review, this team will build a requirements document and a matrix that captures the functional and technical components required to leverage an EMR implementation. The requirements document will contain process flows along with process steps to provide more detail on the current state process.
- **Proposal Development** – A gap analysis will be conducted based on lack of integration functionality to ensure we are driving the current state requirements to a future perspective. The team will then work towards incorporating the future state requirements into a RFP format along with a scoring matrix to evaluate EMR vendors. In addition, a select group of vendors will be selected so that the RFP can be sent to them.
- **Project Wrap-up** – At the completion of this phase, the team will provide recommendations on what the implications are to Milwaukee County between a hosted versus in-house development solution. The team will also provide estimated costs for implementation for both solutions as well as estimated operating cost for five years. At this juncture, the team will be ready to begin the vendor selection process.

To ensure that the teams are coordinated, bi-weekly status reports will be provided by the program manager, incorporating the weekly status reports from the project managers. In additions, weekly status meetings will be set up between the project management team and key IMSD resources to ensure we are trending in the right direction.

Deliverables

The deliverables that will be provided during this phase of the project are:

- Discovery Plan – encompassing tasks and activities for completing the discovery phase.
- Critical Success Factors – factors that are critical for the success of the EMR implementation for each division.
- Requirement Document – EMR requirements matrix from both the divisions which incorporate the functional and the technical components required for the implementation along with process flows.
- Scoring Matrix – criteria to evaluate the vendor selection process.
- Recommendations Document – recommendation for one integrated EMR system versus two, implication between a hosted versus in-house development along with estimated costs of each recommendation for implementation and projected operational costs for 5 years.
- Status Reports – bi-weekly status reports documenting the discovery phase process.

These deliverables will be submitted to the Steering Committee based on the schedule.

Project Assumptions

The key assumptions are:

- The selected project managers are competent and capable to deliver to the aggressive needs of this project. The program manager will monitor this progress to ensure issues are addressed quickly.
- Divisional resources are available in a timely manner for meeting schedules. These resources are also capable to providing appropriate functional requirements within their business and can approve deliverables in a timely manner.

Project Staffing

The TJG project team will consist of Sushil Pillai, who will be the program manager for the duration of this project.

**Statement of Work (SOW)
EMR Project Manager**

MCSO and BHD



Phase 1 – Discovery Phase

August 20, 2010

Prepared By:

 **The Joxel Group, LLC**

Leveraging Ideas Into Insights

Scope and Approach

This SOW covers the first phase of this project, namely, the Discovery phase (Phase 1), of this engagement. During this phase, Mr. John Holland will serve as the Milwaukee County Sheriff's Office (MCSO) project manager and Mr. Greg Gomer will serve as the Behavioral Health Division (BHD) project manager both will work with the EMR program manager to develop a plan to complete requirements along with process flows for the EMR implementation for MCSO and BHD. The requirements will be documented in a matrix so that future changes can be monitored effectively as we move from Phase 1 to Phase 2 – Vendor Selection. In addition, the Project Managers will provide recommendations on the implications between a hosted versus in-house development along with cost estimates for the EMR implementation. These costs are intended to include projected operational costs for 5 years.

The high-level approach for the execution of this initiative is as follows:

- **Discovery Plan and Objectives** – The MCSO and BHD project manager will work with the EMR program manager to develop an integrated plan to capture the requirements from MCSO and BHD to build a RFP. In addition, the Project Managers will work with key stakeholders from MCSO and BHD to determine the critical success factors for an EMR implementation.
- **Current State Review** – The MCSO and BHD Project Manager will work MCSO and BHD executives, functional and technical users to understand their current business operations as it relates to facilitating medical records. As part of the current state review, the Project Managers will build a requirements document and a matrix that captures the functional and technical components required to leverage an EMR implementation. The requirements document will contain process flows along with process steps to provide more detail on the current state process.
- **Proposal Development** – A gap analysis will be conducted based on lack of integration functionality to ensure we are driving the current state requirements to a future perspective. The Project Managers will work towards incorporating the future state requirements into a RFP format along with a scoring matrix to evaluate EMR vendors. In addition, a select group of vendors will be selected so that the RFP can be sent to them.
- **Project Wrap-up** – At the completion of this phase, the Project Managers will work with the project team to provide recommendations on what the implications are to Milwaukee County between a hosted versus in-house development solution. The project team will also provide estimated costs for implementation and projected operational costs for 5 years. At this juncture, the team will be ready to begin the vendor selection process.

To ensure that the teams are coordinated, weekly status reports will be provided to program manager and the key IMSD project team members to ensure we are trending in the right direction.

Deliverables

The deliverables that will be provided during this phase of the project are:

- Discovery Plan – encompassing tasks and activities for completing the discovery phase.
- Critical Success Factors – factors that are critical for the success of the EMR implementation for MCSO and BHD.
- Requirement Document – EMR requirements matrix from MCSO and BHD which incorporate the functional and the technical components required for the implementation along with process flows.
- Scoring Matrix – criteria to evaluate the vendor selection process.
- Recommendations Document – recommendation on the implication between a hosted versus in-house development along with estimated costs for implementation. These costs are intended to include projected operational costs for 5 years.
- Status Reports – weekly status reports documenting the discovery phase process.

These deliverables will be submitted to the program manager and key IMSD project team members.

1 By Supervisor Jursik

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A RESOLUTION

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Authorizing and directing the Director of the Department of Audits to perform a facilities and space needs audit of the Milwaukee County War Memorial Center.

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WHEREAS, the War Memorial Center building is owned by Milwaukee County and managed by the War Memorial Center, Inc. (WMC), per Chapter 45 of the Wisconsin State Statutes; and

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WHEREAS, WMC leases space within the building to various entities including the Milwaukee Art Museum, Inc. (MAM) that occupies space for office and art exhibition purposes; and

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WHEREAS, the War Memorial building is over fifty years old and faces many maintenance challenges and changing space needs related to its mission of "serving the dead by honoring the living," which includes various veterans groups and MAM; and

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WHEREAS, an audit that will ascertain the War Memorial building's maintenance challenges and identify WMC's and MAM's space needs is warranted as all groups are attempting to maximize revenues and reduce expenses given the current economy; now, therefore,

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BE IT RESOLVED, the Milwaukee County Board of Supervisors hereby authorizes and directs the Director of the Department of Audits to perform a facilities and space needs audit of the Milwaukee County War Memorial Center.

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January 20, 2010

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MILWAUKEE COUNTY FISCAL NOTE FORM

DATE: January 20, 2010

Original Fiscal Note

Substitute Fiscal Note

SUBJECT: Authorizing and directing the Director of the Department of Audits to perform a facilities and space needs audit of the Milwaukee County War Memorial Center.

FISCAL EFFECT:

- | | |
|--|--|
| <input checked="" type="checkbox"/> No Direct County Fiscal Impact
<input checked="" type="checkbox"/> Existing Staff Time Required
<input type="checkbox"/> Increase Operating Expenditures
(If checked, check one of two boxes below)
<input type="checkbox"/> Absorbed Within Agency's Budget
<input type="checkbox"/> Not Absorbed Within Agency's Budget
<input type="checkbox"/> Decrease Operating Expenditures
<input type="checkbox"/> Increase Operating Revenues
<input type="checkbox"/> Decrease Operating Revenues | <input type="checkbox"/> Increase Capital Expenditures
<input type="checkbox"/> Decrease Capital Expenditures
<input type="checkbox"/> Increase Capital Revenues
<input type="checkbox"/> Decrease Capital Revenues
<input type="checkbox"/> Use of contingent funds |
|--|--|

Indicate below the dollar change from budget for any submission that is projected to result in increased/decreased expenditures or revenues in the current year.

	Expenditure or Revenue Category	Current Year	Subsequent Year
Operating Budget	Expenditure	0	0
	Revenue	0	0
	Net Cost	0	0
Capital Improvement Budget	Expenditure	0	0
	Revenue	0	0
	Net Cost	0	0

DESCRIPTION OF FISCAL EFFECT

In the space below, you must provide the following information. Attach additional pages if necessary.

- A. Briefly describe the nature of the action that is being requested or proposed, and the new or changed conditions that would occur if the request or proposal were adopted.
- B. State the direct costs, savings or anticipated revenues associated with the requested or proposed action in the current budget year and how those were calculated. ¹ If annualized or subsequent year fiscal impacts are substantially different from current year impacts, then those shall be stated as well. In addition, cite any one-time costs associated with the action, the source of any new or additional revenues (e.g. State, Federal, user fee or private donation), the use of contingent funds, and/or the use of budgeted appropriations due to surpluses or change in purpose required to fund the requested action.
- C. Discuss the budgetary impacts associated with the proposed action in the current year. A statement that sufficient funds are budgeted should be justified with information regarding the amount of budgeted appropriations in the relevant account and whether that amount is sufficient to offset the cost of the requested action. If relevant, discussion of budgetary impacts in subsequent years also shall be discussed. Subsequent year fiscal impacts shall be noted for the entire period in which the requested or proposed action would be implemented when it is reasonable to do so (i.e. a five-year lease agreement shall specify the costs/savings for each of the five years in question). Otherwise, impacts associated with the existing and subsequent budget years should be cited.
- D. Describe any assumptions or interpretations that were utilized to provide the information on this form.

Adoption of this resolution will not require an expenditure of funds. It will require an expenditure of staff time.

Department/Prepared By Julie Esch, Legislative Research Analyst

Authorized Signature *Julie Esch*

Did DAS-Fiscal Staff Review? Yes No

CHAMBERS
COUNCIL BOARD
2010 JUN 11 AM 8:25
RECEIVED

¹ If it is assumed that there is no fiscal impact associated with the requested action, then an explanatory statement that justifies that conclusion shall be provided. If precise impacts cannot be calculated, then an estimate or range should be provided.

1 By Supervisors Weishan, Dimitrijevic and Larson
2
3

4 **A RESOLUTION**

5 Respectfully requesting the State of Wisconsin, Department of Administration-Division of
6 Facilities, to conduct an independent investigation of the O'Donnell Park Parking Structure.
7

8 WHEREAS, on Thursday, June 24, 2010, at approximately 4:00 pm, a pre-cast
9 concrete panel over the east vehicle exit of the O'Donnell Park Parking Structure fell from
10 the second level of the structure, killing one person and injuring two; and
11

12 WHEREAS, the Milwaukee County District Attorney's Office shortly thereafter
13 declared the site a crime scene, with the site being secured and closed until further notice
14 by the Milwaukee County Sheriff's Office; and
15

16 WHEREAS, the Wisconsin Division of State Facilities (DSF) - Bureau of Architecture
17 and Engineering Services (BAE), oversees project planning, management/delivery of
18 architectural, engineering, and construction projects, manages design, consulting, and
19 construction contracts, develops state design and construction standards, guidelines for
20 commissioning, sustainability and energy conservation planning, and building engineering
21 services; and
22

23 WHEREAS, as a means to assure the public that a thorough, objective and
24 comprehensive analysis is conducted from an outside entity, it is reasonable and prudent
25 that an external investigation and analysis be conducted to ensure this kind of tragic
26 incident doesn't happen again; now, therefore,
27

28 BE IT RESOLVED, the Milwaukee County Board of Supervisors respectfully requests
29 the State of Wisconsin, Department of Administration-Division of Facilities, to conduct an
30 independent investigation of the O'Donnell Park Parking Structure; and
31

32 BE IT FURTHER RESOLVED, that upon conclusion of its investigation, DSF provides
33 a findings and recommendation report to the Milwaukee County Board of Supervisors.

MILWAUKEE COUNTY FISCAL NOTE FORM

DATE: 7/21/10

Original Fiscal Note

Substitute Fiscal Note

SUBJECT: Respectfully requesting the State of Wisconsin, Department of Administration-Division of Facilities, to conduct an independent investigation of the O'Donnell Park Parking Structure.

FISCAL EFFECT:

- | | |
|--|--|
| <input checked="" type="checkbox"/> No Direct County Fiscal Impact
<input checked="" type="checkbox"/> Existing Staff Time Required
<input type="checkbox"/> Increase Operating Expenditures
(If checked, check one of two boxes below)
<input type="checkbox"/> Absorbed Within Agency's Budget
<input type="checkbox"/> Not Absorbed Within Agency's Budget
<input type="checkbox"/> Decrease Operating Expenditures
<input type="checkbox"/> Increase Operating Revenues
<input type="checkbox"/> Decrease Operating Revenues | <input type="checkbox"/> Increase Capital Expenditures
<input type="checkbox"/> Decrease Capital Expenditures
<input type="checkbox"/> Increase Capital Revenues
<input type="checkbox"/> Decrease Capital Revenues
<input type="checkbox"/> Use of contingent funds |
|--|--|

Indicate below the dollar change from budget for any submission that is projected to result in increased/decreased expenditures or revenues in the current year.

	Expenditure or Revenue Category	Current Year	Subsequent Year
Operating Budget	Expenditure	0	
	Revenue	0	
	Net Cost	0	
Capital Improvement Budget	Expenditure		
	Revenue		
	Net Cost		

DESCRIPTION OF FISCAL EFFECT

In the space below, you must provide the following information. Attach additional pages if necessary.

- A. Briefly describe the nature of the action that is being requested or proposed, and the new or changed conditions that would occur if the request or proposal were adopted.
- B. State the direct costs, savings or anticipated revenues associated with the requested or proposed action in the current budget year and how those were calculated. ¹ If annualized or subsequent year fiscal impacts are substantially different from current year impacts, then those shall be stated as well. In addition, cite any one-time costs associated with the action, the source of any new or additional revenues (e.g. State, Federal, user fee or private donation), the use of contingent funds, and/or the use of budgeted appropriations due to surpluses or change in purpose required to fund the requested action.
- C. Discuss the budgetary impacts associated with the proposed action in the current year. A statement that sufficient funds are budgeted should be justified with information regarding the amount of budgeted appropriations in the relevant account and whether that amount is sufficient to offset the cost of the requested action. If relevant, discussion of budgetary impacts in subsequent years also shall be discussed. Subsequent year fiscal impacts shall be noted for the entire period in which the requested or proposed action would be implemented when it is reasonable to do so (i.e. a five-year lease agreement shall specify the costs/savings for each of the five years in question). Otherwise, impacts associated with the existing and subsequent budget years should be cited.
- D. Describe any assumptions or interpretations that were utilized to provide the information on this form.

A. This resolution requests the State of Wisconsin, Department of Administration-Division of Facilities, to conduct an independent investigation of the O'Donnell Park Parking Structure.

B. There are no direct costs, savings or associated revenues associated with this request at this time.

C. There are no direct budgetary impacts.

D. No assumptions were made.

Department/Prepared By Weddle/ County Board

Authorized Signature _____

Did DAS-Fiscal Staff Review? Yes No

¹ If it is assumed that there is no fiscal impact associated with the requested action, then an explanatory statement that justifies that conclusion shall be provided. If precise impacts cannot be calculated, then an estimate or range should be provided.

1 By Supervisors Holloway, Dimitrijevic, Schmitt, Lipscomb, Weishan, Broderick, De Bruin,
2 Thomas, Larson, Harris, Johnson, and Borkowski

3 File No.
4

5 **A RESOLUTION**

6 to utilize the balance of funds available in the allocated contingency fund within Capital
7 Improvement Project WE033 Behavioral Health Facility to construct a new behavioral
8 health hospital on the Milwaukee County grounds
9

10 WHEREAS, the 2006 Adopted Budget directed the Department of Health and
11 Human Services (DHHS) and the Economic and Community Development Division (ECD)
12 to explore potential alternative locations for the Behavioral Health Division (BHD) to
13 conduct its inpatient and nursing home operations; and
14

15 WHEREAS, in May 2006, subsequent to an announcement by Wheaton Franciscan
16 Healthcare (WFH) of plans to discontinue hospital inpatient operations at St. Michael's
17 Hospital, DHHS and ECD initiated discussions with WFH regarding the possible utilization
18 of that site; and
19

20 WHEREAS, over the course of 2007, 2008, and 2009 the County Board of
21 Supervisors debated whether to enter into a lease with Weas Development Co. for the
22 long-term lease of the St. Michael Hospital Facility for the Behavioral Health inpatient and
23 nursing home operations, but ultimately decided not to pursue that option; and
24

25 WHEREAS, the 2010 Adopted Capital Budget included Capital Improvement Project
26 WE033—Behavioral Health Facility, which included a \$12,596,494 appropriation, placed
27 in the allocated contingency fund, for the planning, design, and construction of a new
28 behavioral health facility and/or the renovation of the current facility; and
29

30 WHEREAS, on Thursday, June 3, 2010, BHD received a Statement of Deficiency
31 (SOD) from the State of Wisconsin as a result of a recent State/Centers for Medicaid and
32 Medicare Services survey; and
33

34 WHEREAS, on July 29, 2010, the Board approved (File no. 10-284) the release of
35 \$1,825,890 from the 2010 BHD allocated contingency fund within capital funds (WE033)
36 to address issues related to the SOD, leaving a balance of \$10,770,604; now, therefore
37

38 BE IT RESOLVED, that it is the intent of the Milwaukee County Board to utilize the
39 balance of the funds available in the allocated contingency fund within Capital
40 Improvement Project WE033 – Behavioral Health Facility to construct a new behavioral
41 health hospital on the Milwaukee County Grounds; and
42

43 BE IT FURTHER RESOLVED, that a Special Committee, comprised of five members
44 of the Board of Supervisors, whose membership and chair are appointed by the Chairman

45 of the Board in a manner allowing the first meeting to be scheduled no later than
46 December 1, 2010, is hereby created to work on the following directives:

47

- 48 1. Examine current and potential operating revenues and evaluate the merits of
49 locating some functions of BHD, such as the nursing home and outpatient
50 services, at sites other than the County Grounds in a manner that is more
51 integrated with the community and perhaps more cost effective
- 52 2. Utilize, reassess, and update previously gathered information regarding BHD
53 space needs to provide a preliminary cost analysis of the cost to build a new
54 facility on the County Grounds
- 55 3. Provide possible locations on the County Grounds for a new facility
- 56 4. Recommend other funding sources and a timeline for this project
- 57 5. Obtain and analyze other information as requested by members of the Special
58 Committee

59

60 ; and

61

62 BE IT FURTHER RESOLVED, that the Special Committee shall issue its final report
63 no later than June 1, 2011; and

64

65 BE IT FURTHER RESOLVED, that funds from Capital Improvement Project WE033 –
66 Behavioral Health Facility, held in an allocated contingency account, could be made
67 available, subject to an appropriation transfer, to obtain supplemental consulting and
68 professional services necessary to carry out the assigned planning tasks.

69

70

MILWAUKEE COUNTY FISCAL NOTE FORM

DATE: 9/13/10

Original Fiscal Note

Substitute Fiscal Note

SUBJECT: A resolution to utilize the balance of funds available in the allocated contingency fund within Capital Improvement Project WE033 Behavioral Health Facility to construct a new behavioral health hospital on the Milwaukee County grounds.

FISCAL EFFECT:

- | | |
|---|--|
| <input checked="" type="checkbox"/> No Direct County Fiscal Impact
<input type="checkbox"/> Existing Staff Time Required
<input type="checkbox"/> Increase Operating Expenditures
(If checked, check one of two boxes below)
<input type="checkbox"/> Absorbed Within Agency's Budget
<input type="checkbox"/> Not Absorbed Within Agency's Budget
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<input type="checkbox"/> Decrease Operating Revenues | <input type="checkbox"/> Increase Capital Expenditures
<input type="checkbox"/> Decrease Capital Expenditures
<input type="checkbox"/> Increase Capital Revenues
<input type="checkbox"/> Decrease Capital Revenues
<input type="checkbox"/> Use of contingent funds |
|---|--|

Indicate below the dollar change from budget for any submission that is projected to result in increased/decreased expenditures or revenues in the current year.

	Expenditure or Revenue Category	Current Year	Subsequent Year
Operating Budget	Expenditure	0	0
	Revenue	0	0
	Net Cost	0	0
Capital Improvement Budget	Expenditure	0	0
	Revenue	0	0
	Net Cost	0	0

DESCRIPTION OF FISCAL EFFECT

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- D. Describe any assumptions or interpretations that were utilized to provide the information on this form.

This resolution states that it is the intent of the County Board to utilize the balance of the funds in capital project account WE033-Behavioral Health Facility to construct a new behavioral health hospital on the Milwaukee County grounds. The resolution creates a special committee of supervisors, appointed by the Chairman of the Board, to examine the full scope of the project.

The 2010 Capital Budget contains an appropriation for \$12,596,494, placed in an allocated contingency fund to be used for Capital Project WE033-Behavioral Health Facility, upon review by the Committee on Finance and Audit, recommendation from the Committee on Health and Human Needs, and approval of the County Board by a two-thirds vote. On July 29, 2010, the Board voted to release \$1,825,890 from that account to address issues related to the Statement of Deficiency at the behavioral health facility (File No. 10-284), leaving a balance of \$10,770,604 in the WE033 account.

This resolution states that the Special Committee could utilize a portion of the funding contained in the WE033 account to allow administrators to obtain any special consulting and professional services needed to gather information on building a new facility. Policymakers would need to approve any appropriation transfer(s) prior to the release of any funding from the WE033 account. As WE033 contains bond proceeds, any money expended from that account will need to be used for bond eligible purposes.

Department/Prepared By Jennifer Collins, Research Analyst, County Board

Authorized Signature

Jennifer Collins

Did DAS-Fiscal Staff Review? Yes No

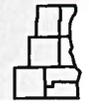
¹ If it is assumed that there is no fiscal impact associated with the requested action, then an explanatory statement that justifies that conclusion shall be provided. If precise impacts cannot be calculated, then an estimate or range should be provided.

Finance & Audit
7
7/22 23 24 25 26 27 28 29 30 31
Chairman

SOUTHEASTERN WISCONSIN REGIONAL PLANNING COMMISSION

W239 N1812 ROCKWOOD DRIVE • PO BOX 1607 • WAUKESHA, WI 53187-1607 • TELEPHONE (262) 547-6721
FAX (262) 547-1103

Serving the Counties of: KENOSHA
MILWAUKEE
OZAUKEE
RACINE
WALWORTH
WASHINGTON
WAUKESHA



June 24, 2010

Mr. Joseph J. Czarnecki, Clerk
Milwaukee County
Milwaukee County Courthouse
901 North Ninth Street, Room 105
Milwaukee, WI 53233

FILE NO. 10-291

Dear Mr. Czarnecki:

In accordance with Section 66.0309(14)(b) of the *Wisconsin Statutes*, the Southeastern Wisconsin Regional Planning Commission hereby certifies to you the property tax levy required in partial support of regional planning in Southeastern Wisconsin in calendar year 2011. That tax levy is set forth in Table 14 of the Commission's calendar year 2011 budget adopted by the Commission on June 16, 2010. A copy of that budget is enclosed. This is the fifth straight year of a reduced or no increase property tax levy budget for the Commission.

We trust that this letter and the attached budget document provide all of the information required for Milwaukee County to make the appropriate budgetary provisions for the continuing support of the Regional Planning Commission.

Should you have any questions concerning this statutory certification, please do not hesitate to write or call.

Very truly yours,

David L. Stroik
Chairman

DLS/dad
#145558 v2 - TaxLevyMilwLtr

Attachment: 2011 SEWRPC Budget

cc: (w/enclosure)
Mr. John Weishan, Jr., SEWRPC Commissioner
Mr. Scott K. Walker, County Executive
Mr. Steven R. Kreklow, Fiscal and Budget Administrator

MILWAUKEE CO. CLERK
JOSEPH J. CZARNECKI
2010 JUN 25 PM 12:15
RECEIVED

CALENDAR YEAR 2011 BUDGET

SOUTHEASTERN WISCONSIN
REGIONAL PLANNING COMMISSION

P.O. Box 1607
W239 N1812 Rockwood Drive
Waukesha, Wisconsin
53187-1607

Telephone: (262) 547-6721

Adopted by the Commission on
June 16, 2010

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Table 1

SUMMARY OF EXPENDITURES BY PROGRAM

Program	2010 Adopted Budget	Adopted 2011 Budget	Change 2010-2011	
			Amount	Percent
Land Use.....	\$1,633,752	\$1,583,118	-\$50,634	-3.10
Transportation.....	1,774,124	2,919,131	1,145,007	64.54
Water Quality.....	923,401	760,497	-162,904	-17.64
Floodland Management.....	861,654	961,097	99,443	11.54
Planning Research.....	886,819	546,206	-340,613	-38.41
Community Assistance.....	639,632	643,879	4,247	0.66
Economic Development.....	192,707	187,043	-5,664	-2.94
Coastal Management.....	41,496	41,064	-432	-1.04
Total	\$6,953,585	\$7,642,035	\$688,450	9.90

Table 2

SUMMARY OF REVENUES BY SOURCE

Program	2010 Adopted Budget	Adopted 2011 Budget	Change 2010-2011	
			Amount	Percent
Federal Grants.....	\$2,705,000	\$2,550,000	-\$155,000	-5.73
State Grants.....	640,130	1,417,130	777,000	121.38
Service Agreements.....	1,238,210	1,304,660	66,450	5.37
Regional Tax Levy*.....	2,370,245	2,370,245	0	0.00
Total	\$6,953,585	\$7,642,035	\$688,450	9.90

* See Table 14 for allocation of regional tax levy to counties

Table 3

DETAIL OF EXPENDITURES BY CATEGORY

Category		2010 Adopted Budget	Adopted 2011 Budget	Change 2010-2011	
Type	Item			Amount	Percent
Salaries and Related	Salaries and Wages.....	\$3,468,020	\$3,606,951	\$138,931	4.01
	Social Security.....	254,805	264,729	9,924	3.89
	Retirement.....	375,390	393,750	18,360	4.89
	Health insurance.....	758,990	913,392	154,402	20.34
	Disability/Life Insurance.....	19,180	18,045	-1,135	-5.92
	Part-time/overtime pay.....	219,664	256,325	36,661	16.69
	Commissioner meeting fees.....	15,000	15,000	0	0.00
	Subtotal	\$5,111,049	\$5,468,192	\$357,143	6.99
Expenses	Consultant fees.....	\$656,000	\$1,156,000	\$500,000	76.22
	Library acquisition.....	40,000	35,000	-5,000	-12.50
	Office supplies.....	75,000	65,000	-10,000	-13.33
	Printing and graphics supplies.....	120,000	55,000	-65,000	-54.17
	Travel.....	60,000	50,000	-10,000	-16.67
	Building Useage.....	161,500	161,500	0	0.00
	Building Maintenance.....	155,000	155,000	0	0.00
	Telephone.....	34,900	34,000	-900	-2.58
	Postage.....	30,000	30,000	0	0.00
	Insurance, audit, legal fees.....	73,500	72,000	-1,500	-2.04
	Unemployment compensation.....	5,000	10,000	5,000	100.00
	Software & equipment maintenance.....	170,000	161,843	-8,157	-4.80
	Capital Outlay.....	128,500	148,500	20,000	15.56
	Rent.....	0	15,000	15,000	N/A
	Other.....	25,000	25,000	0	0.00
	Interest Expense.....	108,136	0	-108,136	-100.00
Subtotal	\$1,842,536	\$2,173,843	\$331,307	17.98	
Total	\$6,953,585	\$7,642,035	\$688,450	9.90	

Table 4

DETAIL OF REVENUES BY SOURCE

Type	Source Program	2010 Adopted Budget	Adopted 2011 Budget	Change 2010-2011	
				Amount	Percent
Federal Grants	USDOT Transit (WisDOT).....	\$600,000	\$600,000	\$0	0.00
	USDOT Transit (MilwCo).....	150,000	150,000	0	0.00
	USDOT Highway (PL).....	1,300,000	1,300,000	0	0.00
	USDOT Highway (STP).....	500,000	500,000	0	0.00
	USGS Orthophotos.....	155,000	0	-155,000	-100.00
	Subtotal	\$2,705,000	\$2,550,000	-\$155,000	-5.73
State Grants	WISDOT (Normal 3C).....	\$217,130	\$217,130	\$0	0.00
	WISDOT (Orthophotos).....	223,000	0	-223,000	-100.00
	WISDOT (Origin & Destination).....	0	1,000,000	1,000,000	N/A
	WISDNR (Water Quality).....	180,000	180,000	0	0.00
	WISDOA (Coastal Zone).....	20,000	20,000	0	0.00
	Subtotal	\$640,130	\$1,417,130	\$777,000	121.38
Service Agreements	Park and Land Use.....	\$25,000	\$98,000	\$73,000	292.00
	Economic Development.....	60,000	65,000	5,000	8.33
	Transportation.....	200,000	200,000	0	0.00
	Origin & Destination Study.....	0	75,000	75,000	N/A
	Orthophotos.....	50,000	0	-50,000	-100.00
	Community Assistance.....	107,500	73,050	-34,450	-32.05
	Water Quality.....	58,500	44,250	-14,250	-24.36
	Stormwater Management.....	360,000	371,429	11,429	3.17
	County Surveyor.....	301,050	307,071	6,021	2.00
	Land Information.....	5,000	5,000	0	0.00
	Rent.....	71,160	65,860	-5,300	-7.45
Subtotal	\$1,238,210	\$1,304,660	\$66,450	5.37	
Tax Levy	Regional Support.....	\$2,370,245	\$2,370,245	\$0	0.00
	Total	\$6,953,585	\$7,642,035	\$688,450	9.90

Table 5

BUDGET SUMMARY: LAND USE PLANNING PROGRAM

Expenditures

Program	2010 Adopted Budget	Adopted 2011 Budget	Change 2010-2011	
			Amount	Percent
Salaries and Related.....	\$1,325,935	\$1,336,015	\$10,080	0.76
Consultant Fees.....	0	0	0	0.00
Other Expenses.....	307,817	247,103	-60,714	-19.72
Total	\$1,633,752	\$1,583,118	-\$50,634	-3.10

Revenues

Program	2010 Adopted Budget	Adopted 2011 Budget	Change 2010-2011	
			Amount	Percent
USDOT Transit (WisDOT).....	\$222,000	\$210,000	-\$12,000	-5.41
USDOT Transit (Milw Co).....	55,500	52,500	-3,000	-5.41
USDOT Highway (PL).....	481,000	455,000	-26,000	-5.41
USDOT Highway (STP).....	185,000	175,000	-10,000	-5.41
WISDOT (Normal 3C).....	80,338	75,995	-4,343	-5.41
Service Agreements.....	25,000	98,000	73,000	292.00
Tax Levy.....	584,914	516,623	-68,291	-11.68
Total	\$1,633,752	\$1,583,118	-\$50,634	-3.10

Table 6

BUDGET SUMMARY: TRANSPORTATION PLANNING PROGRAM

Expenditures

Program	2010 Adopted Budget	Adopted 2011 Budget	Change 2010-2011	
			Amount	Percent
Salaries and Related.....	\$1,360,323	\$1,601,859	\$241,536	17.76
Consultant Fees.....	98,000	1,021,000	923,000	941.84
Other Expenses.....	315,801	296,272	-19,529	-6.18
Total	\$1,774,124	\$2,919,131	\$1,145,007	64.54

Revenues

Program	2010 Adopted Budget	Adopted 2011 Budget	Change 2010-2011	
			Amount	Percent
USDOT Transit (WisDOT).....	\$288,000	\$294,000	\$6,000	2.08
USDOT Transit (Milw Co).....	72,000	73,500	1,500	2.08
USDOT Highway (PL).....	624,000	637,000	13,000	2.08
USDOT Highway (STP).....	240,000	245,000	5,000	2.08
WISDOT (Normal 3C).....	104,222	106,394	2,172	2.08
WISDOT (Origin & Destination)...	0	1,000,000	1,000,000	N/A
Service Agreements.....	200,000	275,000	75,000	100.00
Tax Levy.....	245,902	288,237	42,335	17.22
Total	\$1,774,124	\$2,919,131	\$1,145,007	64.54

Table 7

BUDGET SUMMARY: WATER QUALITY PLANNING PROGRAM

Expenditures

Program	2010 Adopted Budget	Adopted 2011 Budget	Change 2010-2011	
			Amount	Percent
Salaries and Related.....	\$745,363	\$641,794	-\$103,569	-13.90
Consultant Fees.....	5,000	0	-5,000	N/A
Other Expenses.....	173,038	118,703	-54,335	-31.40
Total	\$923,401	\$760,497	-\$162,904	-17.64

Revenues

Program	2010 Adopted Budget	Adopted 2011 Budget	Change 2010-2011	
			Amount	Percent
WISDNR (Water Quality).....	\$180,000	\$180,000	\$0	0.00
Service Agreements.....	58,500	44,250	-14,250	-24.36
Tax Levy.....	684,901	536,247	-148,654	-21.70
Total	\$923,401	\$760,497	-\$162,904	-17.64

Table 8

BUDGET SUMMARY: FLOODLAND MANAGEMENT PLANNING PROGRAM

Expenditures

Program	2010 Adopted Budget	Adopted 2011 Budget	Change 2010-2011	
			Amount	Percent
Salaries and Related.....	\$699,309	\$811,082	\$111,773	15.98
Consultant Fees.....	0	0	0	0.00
Other Expenses.....	162,345	150,015	-12,330	-7.59
Total	\$861,654	\$961,097	\$99,443	11.54

Revenues

Program	2010 Adopted Budget	Adopted 2011 Budget	Change 2010-2011	
			Amount	Percent
Service Agreements.....	\$360,000	\$371,429	\$11,429	3.17
Tax Levy.....	501,654	589,668	88,014	17.54
Total	\$861,654	\$961,097	\$99,443	11.54

Table 9

BUDGET SUMMARY: PLANNING RESEARCH PROGRAM

Expenditures

Program	2010 Adopted Budget	Adopted 2011 Budget	Change 2010-2011	
			Amount	Percent
Salaries and Related.....	\$412,952	\$460,951	\$47,999	11.62
Consultant Fees.....	378,000	0	-378,000	-100.00
Other Expenses.....	95,867	85,255	-10,612	-11.07
Total	\$886,819	\$546,206	-\$340,613	-38.41

Revenues

Program	2010 Adopted Budget	Adopted 2011 Budget	Change 2010-2011	
			Amount	Percent
USDOT Transit (WisDOT).....	\$90,000	\$96,000	\$6,000	6.67
USDOT Transit (Milw Co).....	22,500	24,000	1,500	6.67
USDOT Highway (PL).....	195,000	208,000	13,000	6.67
USDOT Highway (STP).....	75,000	80,000	5,000	6.67
WISDOT (Normal 3C).....	32,570	34,741	2,171	6.67
USGS (Orthophotography).....	155,000	0	-155,000	-100.00
WISDOT (Orthophotography).....	223,000	0	-223,000	-100.00
Service Agreements.....	50,000	0	-50,000	-100.00
Tax Levy.....	43,749	103,465	59,716	136.50
Total	\$886,819	\$546,206	-\$340,613	-38.41

Table 10

BUDGET SUMMARY: COMMUNITY ASSISTANCE PLANNING PROGRAM

Expenditures

Program	2010 Adopted Budget	Adopted 2011 Budget	Change 2010-2011	
			Amount	Percent
Salaries and Related.....	\$377,090	\$458,987	\$81,897	21.72
Consultant Fees.....	175,000	100,000	-75,000	-42.86
Other Expenses.....	87,542	84,892	-2,650	-3.03
Total	\$639,632	\$643,879	\$4,247	0.66

Revenues

Program	2010 Adopted Budget	Adopted 2011 Budget	Change 2010-2011	
			Amount	Percent
Service Agreements.....	\$484,710	\$450,981	-\$33,729	-6.96
Tax Levy.....	154,922	192,898	37,976	24.51
Total	\$639,632	\$643,879	\$4,247	0.66

Table 11

BUDGET SUMMARY: ECONOMIC DEVELOPMENT ASSISTANCE PROGRAM

Expenditures

Program	2010 Adopted Budget	Adopted 2011 Budget	Change 2010-2011	
			Amount	Percent
Salaries and Related.....	\$156,399	\$157,848	\$1,449	0.93
Consultant Fees.....	0	0	0	0.00
Other Expenses.....	36,308	29,195	-7,113	-19.59
Total	\$192,707	\$187,043	-\$5,664	-2.94

Revenues

Program	2010 Adopted Budget	Adopted 2011 Budget	Change 2010-2011	
			Amount	Percent
Service Agreements.....	\$60,000	\$65,000	\$5,000	8.33
Tax Levy.....	132,707	122,043	-10,664	-8.04
Total	\$192,707	\$187,043	-\$5,664	-2.94

Table 12

BUDGET SUMMARY: COASTAL MANAGEMENT PROGRAM

Expenditures

Program	2010 Adopted Budget	Adopted 2011 Budget	Change 2010-2011	
			Amount	Percent
Salaries and Related.....	\$33,678	\$34,655	\$977	2.90
Consultant Fees.....	0	0	0	0.00
Other Expenses.....	7,818	6,409	-1,409	-18.02
Total	\$41,496	\$41,064	-\$432	-1.04

Revenues

Program	2010 Adopted Budget	Adopted 2011 Budget	Change 2010-2011	
			Amount	Percent
WISDOA (Coastal Zone).....	\$20,000	\$20,000	\$0	0.00
Tax Levy.....	21,496	21,064	-432	-2.01
Total	\$41,496	\$41,064	-\$432	-1.04

Table 13

BUDGET SUMMARY: STREAM GAGING PROGRAM*

Expenditures

Program	2010 Adopted Budget	Adopted 2011 Budget	Change 2010-2011	
			Amount	Percent
Contract with U.S. Geological Survey to Operate 15 Stream Gaging Stations and Publish Data.....	\$183,000	\$186,000	\$3,000	1.64
Total	\$183,000	\$186,000	\$3,000	1.64

Revenues

Program	2010 Adopted Budget	Adopted 2011 Budget	Change 2010-2011	
			Amount	Percent
Kenosha Sewer and Water Utility.....	\$6,100	\$6,200	\$100	1.64
Racine Sewer and Water Utility.....	6,100	6,200	100	1.64
City of Delafield	6,100	6,200	100	N/A
Milwaukee Metropolitan Sewerage District.....	48,800	49,600	800	1.64
Waukesha County.....	24,400	24,800	400	1.64
U.S. Geological Survey.....	91,500	93,000	1,500	1.64
Total	\$183,000	\$186,000	\$3,000	1.64

* This Program is administered by SEWRPC outside of the normal SEWRPC budget.

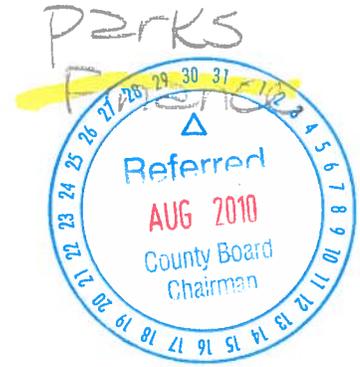
Table 14

ALLOCATION OF REGIONAL TAX LEVY TO COUNTIES

County	2010 Adopted Budget	Adopted 2011 Budget	Change 2010-2011	
			Amount	Percent
Kenosha.....	\$184,035	\$185,415	\$1,380	0.75
Milwaukee.....	837,070	830,845	-6,225	-0.74
Ozaukee.....	139,580	139,210	-370	-0.27
Racine.....	196,220	197,805	1,585	0.81
Walworth.....	189,760	194,055	4,295	2.26
Washington.....	172,615	175,115	2,500	1.45
Waukesha.....	650,965	647,800	-3,165	-0.49
Total	\$2,370,245	\$2,370,245	\$0	0.00

NOTES:

1. The allocation for 2011 is based on the distribution of the 2009 equalized valuation of the Region by county, the most recent such data available at the time of the preparation of the SEWRPC budget.
2. The Commission is permitted by law to levy up to 0.00300 percent of the equalized value of the Region. The 2004 rate was 0.00187; the 2005 rate was 0.00177; the 2006 rate was 0.00164; the 2007 rate was 0.00147; the 2008 rate was 0.00133; the 2009 rate was 0.00125; the 2010 rate was 0.00123; the 2011 rate is 0.00124.
3. The Commission budget represents the fifth straight year of a no change or decrease in the tax levy assessed to the Region.



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August 25, 2010

FILE NO. 02-532(g)B

The Honorable Lee Holloway
Chairman, Milwaukee County Board of Supervisors
Milwaukee County Courthouse
901 N. 9th Street, Room 201
Milwaukee, WI 53233

Re: Uihlein Soccer Park/Lease between Milwaukee County and
Milwaukee Kickers Soccer Club, Inc.

Dear Chairman Holloway:

I am writing on behalf of the Milwaukee Kickers Soccer Club ("Kickers") to propose terms for a modification of the current lease of Uihlein Soccer Park by Milwaukee County to Kickers.

Background. On October 14, 1994, Milwaukee County and Kickers entered into a long term lease pursuant to which the County leased to Kickers the real estate now known as Uihlein Soccer Park on West Good Hope Road. The current term of the lease expires in 2014. The lease provides that Kickers has the right to extend the lease for three (3) extension terms of ten (10) years each. The rent payable during such extension periods is to be agreed upon by Kickers and County. In the absence of an agreement, there is an appraisal mechanism which requires certain stated criteria to be taken into consideration when setting the rent for the extension terms.

While our current lease does not expire until August, 2014, Kickers would like to initiate certain improvements to the park in order for us to provide greater community access to the facility. An outdoor artificial turf surface will improve the quality of the facility and allow additional park access by providing the ability to host increased field usage and extending the availability seasonally. This improvement alone will allow the park to continue to host the boys and girls state high school soccer championships, bringing additional revenue to surrounding businesses. This improvement, however, will require significant capital investment.

Milwaukee Kickers Soccer Club, Inc.

August 25, 2010

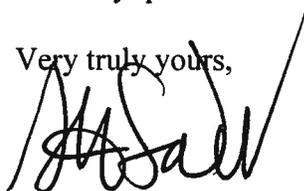
2

In 1998, the lease was amended by restructuring the amount of the semi-annual lease payments such that they were equal in amount to the payments currently made on the bonds issued by the County to finance the acquisition of the park and the construction of the indoor facility. Under the current repayment structure, the lease requires Kickers to make payments totaling \$588,743.00 payable in installments of \$212,000.00 on August 1, 2010, and February 1, 2011, with a final payment of \$164,743.00 payable on August 1, 2011. Thereafter, for the remaining term of the lease (from August 1, 2011 to October 31, 2014), Kickers is not required to make lease payments at all. This is because the repayment schedule adopted in 1998 tied Kickers' obligation to pay rent to the due dates on the County bonds, rather than spread them out over the term of the lease.

Modification of Existing Lease. Kickers proposes that the amount payable under the Lease (\$588,743.00) be allocated over the remaining portion of the initial term of the Lease. This ensures that County still be repaid in full but allows Kickers to reduce the payments to be made on a semi-annual basis to enable it to fund park maintenance and improvements during this economically challenging period. Specifically, the remaining amount due would be allocated over nine (9) payment dates, not three (3), reducing the semi-annual rent payments from \$212,000.00 to \$65,415.00. This modification would be effective as of September 1, 2010, with the 9th and final payment of the initial term due on August 1, 2014.

We believe that these proposed financial arrangements satisfy all of the County's requirements while at the same time helping Kickers maintain and improve a valuable County property and continue Kickers' mission of sharing the abundant benefits of soccer with the youth of southeastern Wisconsin. As such, we request that you bring the matter to a vote of the County Board in September, 2010. Please feel free to contact me if you have any questions.

Very truly yours,



Alvaro Garcia-Velez
Executive Director
Milwaukee Kickers Soccer Club

c.c. Mark A. Borkowski, Gerry P. Broderick, Paul M. Cesarz, Elizabeth M. Coggs, Lynne De Bruin, Marina Dimitrijevic, Nikiya Q. Harris, Willie Johnson, Jr., Patricia Jursik, Christopher J. Larson, Theodore A. Lipscomb, Michael Mayo, Sr., Joseph Rice, Joe Sanfelippo, James Schmitt, Johnny L. Thomas, John F. Weishan, Jr., Peggy A. West



Daniel J. Diliberti
Milwaukee County Treasurer

DATE: July 20, 2010
TO: Elizabeth M. Coggs, Chair, Finance and Audit Committee
FROM: Daniel J. Diliberti, Milwaukee County Treasurer
RE: 2010 Second Quarter Earnings on Investments Report

The attached 2010 second-quarter Earnings on Investments Report is being presented as an informational item.

As reported in the First Quarter Report by this office to the Finance Committee, this earnings statement maintains that projection of a small \$2,145 year-end surplus in the approved 2010 Budget for Earnings on Investments.

That previous report also references the continuing policy of the Federal Reserve - which has retained a near 0% interest rate. This ongoing money policy has affected the County's banking interest revenue as well as our earnings on investments. The anticipation of that enduring policy was the basis of the Proposed 2010 Budget submitted by this office that reflected the decline in earnings on investments from the 2009 budget year.

This informational item is forwarded to the Finance Committee on a quarterly basis. I will keep the Finance and Audit Committee advised throughout the year as to any changes in the projected amount of revenues derived from Earnings on Investments in 2010.

A handwritten signature in cursive script, appearing to read "Daniel J. Diliberti".

Daniel J. Diliberti
Milwaukee County Treasurer

Investment Reporting Form

Report for Year-To-Date

6/30/10

Average Net Daily Amount Invested	\$360,861,911
Average Rate of return (year-to-date)	<u>1.33%</u>
Actual Investment Earnings (All Funds)	<u>\$2,383,521</u>

Estimated Year to Date

Projected Earnings on Investments (All Funds)	\$4,311,256
*Projected Earnings on Trusts, Reserves, Capital Fund, Etc.	(\$1,700,000)
Market Adjustment (Unrealized)	\$100,000
General Revenue Fund Earnings	<u>\$2,711,256</u>
Budgeted General Fund Earnings	\$2,709,111
Deficit Surplus	\$2,145

Prepared by: _____



Daniel J. Diliberti

Milwaukee County Treasurer

*Information based on estimates of reported earnings provided by the Department of Administration

M&I Managed Investment Portfolio

Performance and Statistics
 Quarter Ending 06/30/2010

	1 month 05/31/10- 06/30/10	3 Month 03/31/10- 06/30/10	1 Year 06/30/09- 06/30/10	3 Year* 06/30/07- 06/30/10	5 Year* 06/30/05- 06/30/10
Milwaukee County Investment Portfolio Gross of Fees	0.46%	0.63%	2.83%	4.60%	4.10%
Milwaukee County Investment Portfolio Net of Fees	0.45%	0.61%	2.75%	4.52%	4.02%
Merrill Lynch 1-3 Year Government Index (G1A0)	0.45%	1.13%	2.75%	4.90%	4.35%
Merrill Lynch 1-5 Year Government Index (GVA0)	0.77%	1.91%	4.05%	5.96%	4.85%

* Annualized

Milwaukee County

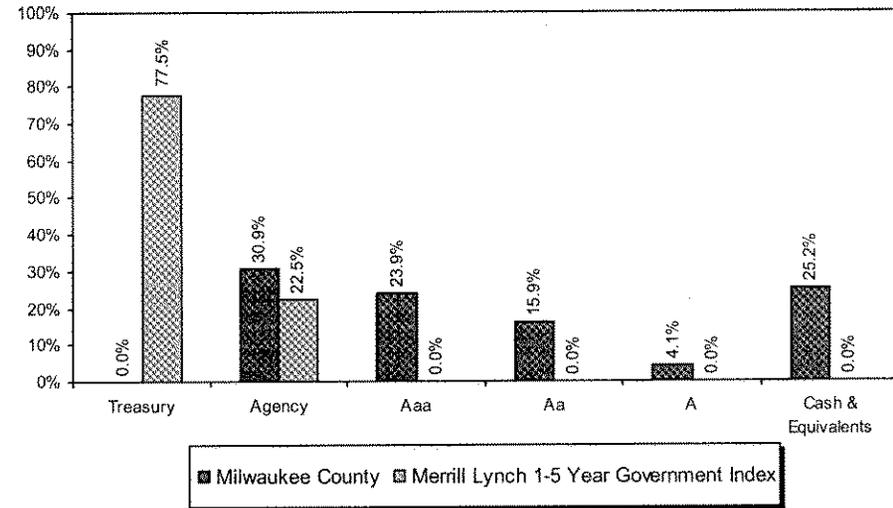
Milwaukee County Investment Portfolio #61-0769-01-0

06/30/10

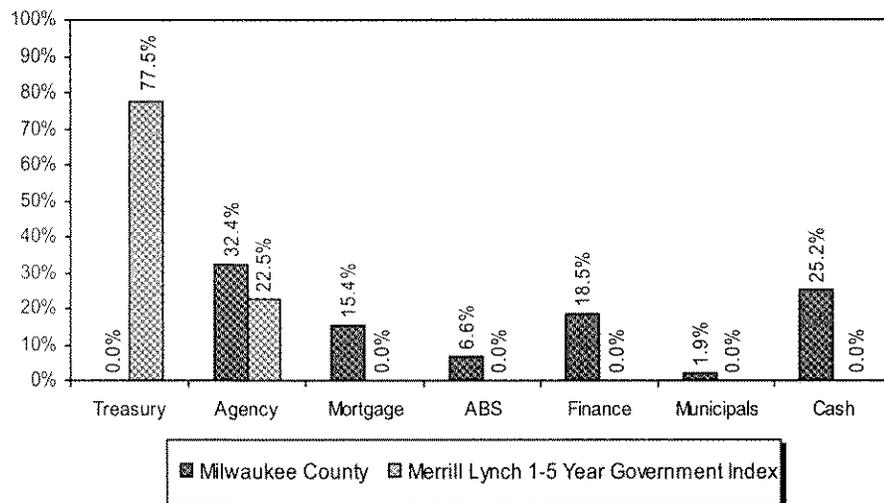
	Milwaukee County	Benchmark*
Average Coupon	2.97%	2.44%
Average Quality	AAA	Treasury
Current Yield	2.76%	2.36%
Yield to Maturity	1.52%	0.98%
Effective Duration	1.6 Years	2.5 Years

* Merrill Lynch 1-5 Year Government Index

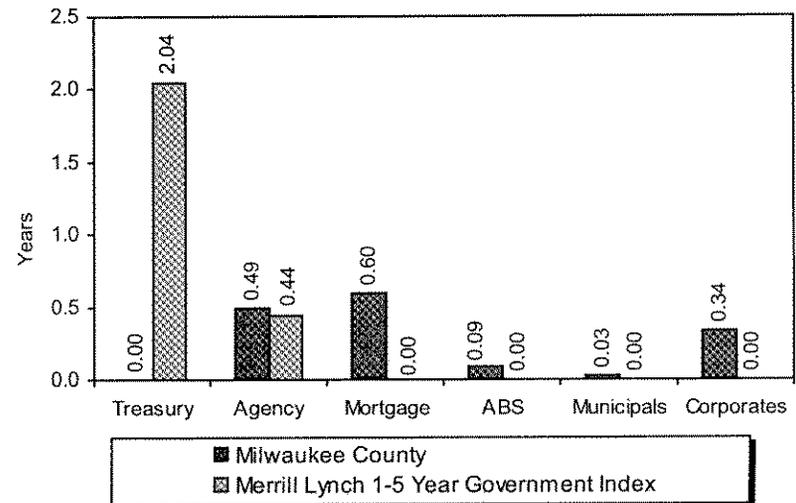
Quality



Sector Diversification



Duration Analysis



M&I Managed Investment Portfolio Holdings

POINT®

Universe: 610769010 MILWAUKEE C

Partition: Class 2 Nested / System

Portfolio Positions

Run Date: 07/07/2010

As Of: 30 Jun 2010

Base Currency: USD

Cusip	Position Amount	Description	Coupon	Maturity Date	Price	Moody	Current Yield	Yield to Mat	Avg. Life	QAD	QAD (ent)	BY	BY (%)
Government-Related - Agency													
31359MLS	1,500,000	FEDERAL NATL MTG ASSN-GLOBAL	5.375	11/15/2011	106.490997	AAA	5.047	0.617	1.372	1.33	0.042	1,607,667	3.13
31344HQD	1,500,000	FEDERAL HOME LN MTG CORP-GLOBA	5.125	07/15/2012	108.892998	AAA	4.706	0.723	2.039	1.92	0.062	1,668,843	3.25
31359MZL	1,500,000	FEDERAL NATL MTG ASSN-GLOBAL	4.750	12/15/2010	102.816998	AAA	4.656	0.315	0.456	0.46	0.014	1,533,422	2.98
31359MM2	1,000,000	FEDERAL NATL MTG ASSN-GLOBAL	5.125	04/15/2011	103.695999	AAA	4.942	0.426	0.789	0.78	0.016	1,047,779	2.04
3137EABE	1,000,000	FEDERAL HOME LN MTG CORP	4.125	12/21/2012	107.725998	AAA	3.829	0.955	2.472	2.38	0.050	1,078,406	2.10
61757UJH	1,000,000	MORGAN STANLEY DEAN WITTER	1.950	06/20/2012	102.303001	AAA	1.906	0.769	1.969	1.94	0.039	1,023,626	1.99
949744AC	1,000,000	WELLS FARGO & CO	2.125	06/15/2012	102.651001	AAA	2.070	0.757	1.956	1.93	0.038	1,027,454	2.00
31398AZF	1,500,000	FEDERAL NATL MTG ASSN	2.000	09/28/2012	100.392998	AAA	1.992	1.820	2.242	0.24	0.007	1,513,645	2.94
J7314JAT	800,000	CITIGROUP INC	1.750	12/28/2012	101.820992	AAA	1.719	1.008	2.492	2.45	0.039	814,685	1.58
31398A17	1,000,000	FEDERAL NATL MTG ASSN	1.800	03/15/2013	100.592003	AAA	1.789	1.575	2.706	1.29	0.025	1,011,220	1.97
31398AP2	1,000,000	FEDERAL NATL MTG ASSN	2.050	04/26/2013	101.214996	AAA	2.025	1.607	2.819	1.17	0.023	1,015,851	1.98
31398AQ9	700,000	FEDERAL NATL MTG ASSN	2.000	05/10/2013	100.521004	AAA	1.990	1.812	2.858	0.47	0.006	705,630	1.37
3134GJEH	1,010,000	FEDERAL HOME LN MTG CORP	1.300	06/08/2012	100.113998	AAA	1.299	1.240	1.936	0.40	0.008	1,011,990	1.97
31398AT4	820,000	FEDERAL NATL MTG ASSN	1.500	06/26/2013	101.086998	AAA	1.484	1.129	2.986	2.93	0.047	829,084	1.61
Government-Related - Local Authority													
6832348Y	750,000	ONTARIO PROV CANADA-GLOBAL	2.700	06/16/2015	101.377998	AA1	2.663	2.403	4.958	4.70	0.070	761,179	1.48
Corporate - Financial Institutions													
369620XS	2,000,000	GENERAL ELECTRIC CAPITAL-GLOBA	5.875	02/15/2012	106.196991	AA2	5.532	1.973	1.622	1.54	0.065	2,168,329	4.22
060505AQ	1,000,000	BANK OF AMERICA CORP-GLOBAL	6.250	04/15/2012	105.662498	A2	5.915	2.973	1.789	1.70	0.035	1,069,819	2.08
084664AF	750,000	BERKSHIRE HATHAWAY FINANCE-GLC	4.200	12/15/2010	101.309929	AA2	4.146	1.305	0.456	0.46	0.007	761,224	1.48
46625HCA	1,800,000	JP MORGAN CHASE & CO	4.500	01/15/2012	104.510452	AA3	4.306	1.523	1.539	1.48	0.031	1,065,855	2.07
929903CF	1,000,000	WACHOVIA CORP-GLOBAL	5.300	10/15/2011	104.603050	A1	5.067	1.673	1.289	1.25	0.026	1,057,219	2.06
172967DZ	1,000,000	CITIGROUP INC	5.250	02/27/2012	103.401688	A3	5.077	3.123	1.656	1.58	0.032	1,052,100	2.05
46625HHP	700,000	JP MORGAN CHASE & CO	3.700	01/20/2015	101.908470	AA3	3.631	3.245	4.553	4.19	0.059	724,942	1.41
084670AU	1,000,000	BERKSHIRE HATHAWAY INC	2.125	02/11/2013	101.367393	AA2	2.096	1.588	2.611	2.54	0.050	1,021,938	1.99
91159HGW	600,000	US BANCORP	2.000	06/14/2013	100.692924	AA3	1.986	1.758	2.953	2.88	0.034	604,724	1.18
Securitized - ABS													
233875AC	279,898	DaimlerChrysler Auto Trust 200	4.980	11/08/2011	100.105000	AAA	4.975	4.614	0.022	0.25	0.001	281,044	0.55
90327MAD	1,000,000	USAA Auto Owner Trust 2008-1	4.500	10/15/2013	102.817001	AAA	4.377	1.401	0.915	0.88	0.018	1,030,170	2.00
43812KAC	750,000	Honda Auto Receivables 2010-2	1.340	03/18/2014	100.448000	AAA	1.334	1.085	1.756	1.73	0.025	753,695	1.47
06052MAC	670,000	Bank of America Auto Trust 201	1.310	07/15/2014	100.250000	AAA	1.307	1.174	1.827	1.80	0.023	671,821	1.31
02005LAC	670,000	Ally Auto Receivables Trust 20	1.380	07/15/2014	100.125000	AAA	1.378	1.311	1.746	1.72	0.022	670,966	1.31
Securitized - CMBS													
38373MHJ	952,029	Ginnie Mae 2003-78	5.110	10/16/2027	105.500000	AAA	4.844	2.591	2.353	2.20	0.043	1,008,310	1.96
38374E7M	448,339	Ginnie Mae 2004-6	3.949	07/16/2033	104.026000	AAA	3.796	3.483	10.591	8.43	0.077	467,815	0.91
38374MAB	1,000,000	Ginnie Mae 2005-79	4.646	03/16/2022	105.857000	AAA	4.389	2.742	3.306	3.05	0.063	1,062,313	2.07
38373MYF	786,802	Ginnie Mae 2007-12	3.957	06/16/2031	103.662000	AAA	3.817	2.395	2.539	2.38	0.038	818,123	1.59
38373MH4	1,000,000	Ginnie Mae 2007-46	4.419	05/16/2034	103.795000	AAA	4.257	1.705	1.490	1.43	0.029	1,041,510	2.03
38373M72	1,000,000	Ginnie Mae 2008-24	3.862	03/16/2029	104.520000	AAA	3.695	2.545	3.688	3.43	0.070	1,048,311	2.04
38373M29	919,558	Ginnie Mae REMIC Trust 2008-08	3.325	04/16/2023	101.281000	AAA	3.283	2.117	1.186	1.15	0.021	933,801	1.82
38376GHC	1,492,470	Ginnie Mae REMIC Trust 2010-04	2.517	10/16/2027	101.521000	AAA	2.480	2.339	9.877	8.64	0.255	1,518,197	2.95
Cash													
CASH10001	12,945,875	CASH ON HAND 1 MONTH	1.000	08/01/2010	100.000000	AAA	1.000	1.002	0.085	0.08	0.021	12,945,875	25.18
Others													
67756QDX	430,000	OHIO ST HSG FIN AGY RESIDENTIA	5.641	03/01/2012	103.186000	AAA	5.467	3.650	1.668	1.59	0.014	451,785	0.88
676907PN	500,000	OHIO HSG FIN AGY MTG REV	5.050	03/01/2012	104.234000	AAA	4.845	2.440	1.668	1.59	0.016	529,587	1.03



DANA INVESTMENT ADVISORS, INC.

Dana Investment Advisors
Performance Report
578 - Milwaukee County
From December 31, 2009 to Jun 30 2010

	<u>Market</u>	<u>Cost</u>
Portfolio Value on 12/31/2009	\$53,951,920.06	\$53,345,614.99
Contributions/Withdrawals	\$0.00	\$0.00
Interest	\$739,734.01	\$739,734.01
Dividends	\$0.00	\$0.00
Unrealized Gain/Loss	\$435,102.76	\$0.00
Realized Gain/Loss	(\$30,926.68)	\$65,141.71
Change in Accrued Income	(\$77,525.60)	(\$77,525.60)
Portfolio Value on 06/30/2010	\$55,018,304.55	\$54,072,965.16
Total Gain	\$1,066,384.49	\$727,350.12
Management fee	(\$40,245.69)	(\$40,245.69)
Total Gain After Fees	\$1,026,138.80	\$687,104.43

Unannualized Returns For the	1.90%	1.28%
Annualized Cash Flow Yield		2.58%

Unannualized Returns For period		
Total Portfolio		1.90%
ML US TREASURY/AGENCY 1-3 YEAR		1.84%

Dana Investment Advisors, Inc.

PORTFOLIO HOLDINGS



Portfolio: 578 - Milwaukee County

As of 06/30/2010

Shares/ PAR	Identifier	Description	Unit Cost	Current Cost	Price	Market Value	Pct. Assets	Accruals Owed	Cur. Yield
Cash									
Short Term Investments									
Cash Equivalents									
	000009	Cash - Money Fund		3,740,207.86		3,740,207.86	6.83	.00	.01
		Total Cash Equivalents		3,740,207.86		3,740,207.86	6.83	.00	.01
		Total Short Term Investments		3,740,207.86		3,740,207.86	6.83	.00	.01
Bonds									
Agency Bonds									
Fixed Rate Agency									
FNMA Fixed Rate Agency									
2,000,000	31359MZ30	FANNIE MAE 5% Due 10/15/2011	103.64	2,072,860.00	105.78	2,115,625.00	3.86	20,833.33	4.73
1,000,000	31398AZF2	FANNIE MAE 2% Due 09/28/2012	99.98	999,750.00	100.40	1,003,985.00	1.83	5,111.11	1.99
1,000,000	31398AJ29	FANNIE MAE 2.1% Due 09/16/2013	99.95	999,500.00	100.38	1,003,750.00	1.83	6,066.67	2.09
4,000,000.00		Total FNMA Fixed Rate Agency		4,072,110.00		4,123,360.00	7.53	32,011.11	3.42
		Total Fixed Rate Agency		4,072,110.00		4,123,360.00	7.53	32,011.11	3.42
		Total Agency Bonds		4,072,110.00		4,123,360.00	7.53	32,011.11	3.42
Mortgage Bonds									
Adjustable Rate Mortgages									
FHLMC - Adjustable Rate Mortgages									
32,466.59	31336CJC8	FH 972059 4.211% Due 03/01/2026	101.94	33,095.64	105.68	34,310.69	.06	224.65	3.98
36,804.01	31295MQ78	FH 788578 3.403% Due 01/01/2030	102.50	37,724.12	103.22	37,987.63	.07	205.58	3.30
9,691.75	31337A4V5	FH 410836 2.953% Due 08/01/2030	101.98	9,884.05	104.77	10,154.15	.02	47.03	2.82
21,243.85	31349G7A1	FH 755389 3% Due 01/01/2031	102.36	21,745.05	103.84	22,058.55	.04	104.53	2.89
144,891.10	31349HA23	FH 755425 4.595% Due 06/01/2031	102.78	148,920.89	103.33	149,714.53	.27	1,095.08	4.45
14,648.35	3128HDXQ7	FH 846987 2.972% Due 01/01/2032	101.77	14,908.13	104.51	15,308.40	.03	71.48	2.84
49,941.14	3128HDYV5	FH 847024 3.048% Due 05/01/2032	102.34	51,111.64	104.33	52,103.09	.10	251.53	2.92
20,859.91	3128HDZ36	FH 847062 2.863% Due 09/01/2032	102.97	21,479.18	104.38	21,773.99	.04	99.69	2.74
45,242.42	3128HD3C1	FH 847095 2.734% Due 12/01/2032	102.97	46,585.53	103.82	46,970.68	.09	203.00	2.63
24,063.18	31342AJM2	FH 780268 2.721% Due 02/01/2033	102.97	24,777.59	103.98	25,021.62	.05	107.41	2.62
128,775.60	31336SMH8	FH 1B0760 2.865% Due 03/01/2033	102.41	131,874.27	105.24	135,527.30	.25	605.50	2.72
111,149.19	3128JRBG0	FH 847239 2.957% Due 03/01/2033	102.94	114,414.19	104.24	115,856.36	.21	540.92	2.84
23,981.80	3128HD4S5	FH 847133 2.633% Due 04/01/2033	102.91	24,678.79	104.11	24,966.97	.05	103.67	2.53
88,749.38	3128JRDZ6	FH 847320 2.731% Due 04/01/2033	102.47	90,940.37	104.11	92,396.98	.17	397.73	2.62
153,451.38	3128HD5H8	FH 847148 2.623% Due 05/01/2033	100.19	153,739.11	104.13	159,790.45	.29	661.03	2.52
308,305.32	31336CLB7	FH 972122 2.392% Due 06/01/2033	100.94	311,195.67	104.07	320,844.10	.59	1,315.73	2.30
107,065.99	31342A7J2	FH 780897 3.109% Due 07/01/2033	102.69	109,943.38	103.51	110,819.72	.20	546.21	3.00
59,964.47	3128HD6B0	FH 847166 2.741% Due 08/01/2033	102.76	61,616.88	103.80	62,245.52	.11	271.39	2.64
853,040.45	31349SHH9	FH 781132 2.605% Due 01/01/2034	100.97	861,304.30	103.68	884,432.34	1.62	3,648.23	2.51
836,922.80	31349SJB0	FH 781158 2.605% Due 01/01/2034	100.94	844,768.96	103.68	867,721.56	1.59	3,577.71	2.51
632,396.25	31349SM75	FH 781282 2.625% Due 02/01/2034	101.00	638,720.22	103.97	657,515.03	1.20	2,735.45	2.52
433,137.50	3128JRSA5	FH 847713 2.777% Due 10/01/2034	101.84	441,123.48	103.98	450,376.37	.82	1,996.16	2.67
339,893.40	3128JRFR2	FH 847376 2.79% Due 12/01/2034	101.16	343,823.42	104.02	353,563.91	.65	1,584.70	2.68
784,761.58	3128JRR32	FH 847706 2.915% Due 01/01/2035	100.75	790,647.30	104.29	818,427.85	1.50	3,763.84	2.80
1,504,698.05	3128JNP58	FH 1B3243 3.618% Due 02/01/2037	101.39	1,525,622.76	104.32	1,569,731.10	2.87	9,391.28	3.47
6,766,145.45		Total FHLMC - Adjustable Rate Mortgages		6,854,644.92		7,039,618.89	12.86	33,549.53	2.85
FNMA - Adjustable Rate Mortgages									
196,073.75	31362TWP4	FN 70854 3.166% Due 03/01/2018	101.25	198,524.72	101.25	198,524.67	.36	492.96	3.13
183,636.00	31365DEZ4	FN 124452 3.069% Due 02/01/2021	101.50	186,390.41	102.18	187,641.10	.34	456.36	3.00
118,813.96	31376YB96	FN 369164 4.522% Due 08/01/2026	102.44	121,710.00	102.61	121,913.70	.22	394.81	4.41
171,731.20	31384WAP5	FN 535614 3.587% Due 01/01/2029	102.12	175,380.47	102.38	175,809.82	.32	499.40	3.50
16,522.00	31389YSR3	FN 639628 2.997% Due 02/01/2029	102.97	17,012.47	102.00	16,852.44	.03	39.89	2.94
9,906.19	31385RXL9	FN 550683 2.918% Due 12/01/2029	101.94	10,098.12	100.13	9,918.57	.02	23.29	2.91

Dana Investment Advisors, Inc.

PORTFOLIO HOLDINGS



Portfolio: 578 - Milwaukee County

As of 06/30/2010

Shares/ PAR	Identifier	Description	Unit Cost	Current Cost	Price	Market Value	Pct. Assets	Accruals Owed	Cur. Yield	
5,374.12	31384VSC7	FN 535215 2.825% Due 02/01/2030	101.94	5,478.25	100.50	5,400.99	.01	12.12	2.81	
11,746.33	31389F3W0	FN 624613 2.72% Due 03/01/2030	102.50	12,040.00	100.00	11,746.33	.02	25.77	2.72	
169,211.99	31386M2G4	FN 567875 4.532% Due 09/01/2030	102.91	174,129.74	103.25	174,711.38	.32	623.07	4.39	
66,758.14	31387TZE7	FN 593941 4.899% Due 12/01/2030	102.94	68,719.19	102.75	68,593.98	.13	252.16	4.77	
2,606.34	31386GGM9	FN 562804 3.26% Due 02/01/2031	101.94	2,656.83	100.00	2,606.34	.00	6.84	3.26	
3,268.19	31385HJQ4	FN 545057 2.782% Due 05/01/2031	101.75	3,325.40	100.63	3,288.62	.01	7.30	2.76	
3,691.33	31385HV1	FN 545228 3.064% Due 09/01/2031	102.88	3,797.46	102.00	3,765.15	.01	9.00	3.00	
522,875.20	31389WW35	FN 637966 2.401% Due 03/01/2032	101.03	528,268.14	102.63	536,600.67	.98	1,011.31	2.34	
209,635.36	31390CLB0	FN 642122 3.553% Due 03/01/2032	102.78	215,465.84	103.25	216,448.51	.40	600.01	3.44	
28,515.36	31389VE86	FN 636559 2.46% Due 04/01/2032	103.00	29,370.79	100.45	28,643.67	.05	56.51	2.45	
53,250.29	31390AHA1	FN 640225 3.52% Due 04/01/2032	102.44	54,548.25	102.00	54,315.30	.10	150.99	3.45	
542,818.65	31402RKC2	FN 735691 2.637% Due 04/01/2032	101.37	550,282.36	102.25	555,032.07	1.01	1,153.52	2.58	
22,757.83	31390CN93	FN 642216 2.479% Due 05/01/2032	102.63	23,355.24	100.25	22,814.72	.04	45.45	2.47	
47,004.78	31390NMB5	FN 651154 4.361% Due 09/01/2032	102.84	48,341.49	102.81	48,325.29	.09	165.13	4.24	
36,105.67	31401YHE8	FN 722129 2.35% Due 09/01/2032	103.00	37,188.87	101.87	36,779.94	.07	68.35	2.31	
567,625.38	31391T4G0	FN 676823 2.592% Due 11/01/2032	102.37	581,106.47	103.25	586,073.20	1.07	1,185.20	2.51	
20,117.02	31391JKL3	FN 668199 2.707% Due 12/01/2032	102.78	20,676.55	102.00	20,519.36	.04	43.87	2.65	
290,695.74	31391TX94	FN 676704 2.658% Due 12/01/2032	102.44	297,781.43	102.75	298,689.87	.55	605.80	2.59	
42,305.95	31389HWJ3	FN 626249 2.375% Due 01/01/2033	101.50	42,940.53	101.97	43,138.15	.08	80.94	2.33	
239,723.59	31400ET91	FN 685576 2.665% Due 03/01/2033	100.56	241,072.03	102.75	246,315.99	.45	514.64	2.59	
48,536.73	31400XZR2	FN 701052 2.26% Due 04/01/2033	102.69	49,841.15	101.00	49,022.09	.09	88.36	2.24	
105,175.97	31385XP84	FN 555847 4.138% Due 09/01/2033	102.50	107,805.38	103.01	108,339.45	.20	350.51	4.02	
120,641.04	31402MNK2	FN 733094 3.143% Due 09/01/2033	101.63	122,601.49	103.38	124,712.68	.23	305.45	3.04	
109,320.34	31403BDF7	FN 743602 3.695% Due 09/01/2033	101.91	111,404.24	103.26	112,887.46	.21	325.40	3.58	
78,703.31	31403EC21	FN 746289 2.951% Due 10/01/2033	101.78	80,105.20	103.38	81,359.54	.15	187.09	2.85	
248,906.99	31402DHT0	FN 725742 2.694% Due 11/01/2033	101.94	253,729.58	102.25	254,507.40	.46	533.15	2.63	
80,624.13	31403NUZ8	FN 754000 2.135% Due 12/01/2033	102.75	82,841.31	100.96	81,401.51	.15	138.66	2.11	
205,608.89	31402C5X6	FN 725462 3.74% Due 01/01/2034	101.56	208,821.51	103.41	212,626.32	.39	619.45	3.62	
350,772.35	31373CSC2	FN 289515 3.925% Due 04/01/2034	102.56	359,760.86	102.25	358,664.72	.66	1,132.24	3.84	
462,432.26	31402RBK4	FN 735442 2.821% Due 04/01/2034	101.00	467,056.58	102.75	475,149.14	.87	1,031.87	2.75	
286,635.90	31402DNA4	FN 725885 2.896% Due 09/01/2034	102.78	294,607.97	102.97	295,139.24	.54	667.77	2.81	
151,607.91	31405JWL4	FN 790951 3.225% Due 09/01/2034	102.47	155,350.71	102.97	156,112.64	.29	393.86	3.13	
47,163.64	31374TXT1	FN 323890 3.927% Due 05/01/2036	101.37	47,812.14	101.75	47,989.00	.09	150.22	3.86	
99,430.56	31410AH33	FN 883250 3.136% Due 07/01/2036	100.97	100,393.79	103.12	102,532.30	.19	245.74	3.04	
309,178.43	31410DQS2	FN 886165 2.972% Due 07/01/2036	100.34	310,241.23	103.98	321,478.78	.59	733.98	2.86	
111,300.30	31402CXQ0	FN 725287 2.722% Due 08/01/2036	102.98	114,621.89	102.13	113,665.43	.21	242.80	2.67	
100,840.01	31402C2J0	FN 725377 2.807% Due 05/01/2038	102.97	103,833.70	102.38	103,234.96	.19	221.60	2.74	
25,005.16	31385Y2D6	FN 557072 1.821% Due 06/01/2040	101.75	25,442.30	101.25	25,317.72	.05	36.52	1.80	
6,524,654.23		Total FNMA - Adjustable Rate Mortgages		6,645,932.08		6,698,610.21	12.24	15,929.36	2.97	
GNMA - Adjustable Rate Mortgages										
66,155.01	36225CJ56	G2 80283 4.375% Due 05/20/2029	101.16	66,919.93	103.64	68,562.78	.13	233.15	4.22	
31,118.52	36225CS23	G2 80536 3.625% Due 08/20/2031	100.66	31,322.73	103.16	32,100.72	.06	90.87	3.51	
59,974.94	36225CTZ9	G2 80567 2.75% Due 01/20/2032	99.19	59,487.63	102.59	61,525.53	.11	132.86	2.68	
49,660.05	36225CUB0	G2 80577 2.75% Due 02/20/2032	99.09	49,205.88	102.59	50,943.96	.09	110.01	2.68	
133,690.17	36225CUT1	G2 80593 4.375% Due 04/20/2032	100.63	134,525.74	103.64	138,555.95	.25	471.16	4.22	
68,804.94	36225CZL3	G2 80746 3.25% Due 10/20/2033	100.62	69,234.95	102.87	70,778.82	.13	180.14	3.16	
86,401.56	36225C3K0	G2 80801 3.5% Due 01/20/2034	101.67	87,846.09	102.84	88,858.65	.16	243.60	3.40	
2,000,000	G2TBA	GNMA TBA 01 3% Due 07/20/2040	103.13	2,062,500.00	103.13	2,062,500.00	3.77	.00	2.91	
2,495,805.18		Total GNMA - Adjustable Rate Mortgages		2,561,042.95		2,573,826.41	4.70	1,461.79	3.04	
		Total Adjustable Rate Mortgages		16,061,619.95		16,312,055.51	29.80	50,940.68	2.93	
		Total Mortgage Bonds		16,061,619.95		16,312,055.51	29.80	50,940.68	2.93	

Dana Investment Advisors, Inc.

PORTFOLIO HOLDINGS



Portfolio: 578 - Milwaukee County

As of 06/30/2010

Shares/ PAR	Identifier	Description	Unit Cost	Current Cost	Price	Market Value	Pct. Assets	Accruals Owed	Cur. Yield
Municipal Bonds									
Fixed Rate Munis									
Taxable - Fixed Rate									
215,000	676907QA9	OH HFA TXB-RESIDTL-C 5.57% Due 09/01/2038	102.29	219,923.50	101.98	219,252.70	.40	3,958.57	5.46
215,000.00		Total Taxable - Fixed Rate		219,923.50		219,252.70	.40	3,958.57	5.46
		Total Fixed Rate Munis		219,923.50		219,252.70	.40	3,958.57	5.46
		Total Municipal Bonds		219,923.50		219,252.70	.40	3,958.57	5.46
Small Business Administration Bonds									
Adjustable Rate - SBAs									
Prime Rate									
1,296,829.61	83164KBX0	SBA508154 0.745% Due 08/25/2015	100.25	1,300,071.67	99.66	1,292,372.41	2.36	1,719.77	.75
48,205.74	83164F6P4	SBA505378 3.125% Due 03/25/2026	106.87	51,519.88	103.31	49,802.56	.09	247.92	3.02
2,351,600.29	83164KB51	SBA508160 2.575% Due 08/25/2032	107.41	2,525,765.70	105.22	2,474,325.60	4.52	10,088.06	2.45
3,696,635.64		Total Prime Rate		3,877,357.25		3,816,500.57	6.97	12,055.75	1.88
		Total Adjustable Rate - SBAs		3,877,357.25		3,816,500.57	6.97	12,055.75	1.88
		Total Small Business Administration Bonds		3,877,357.25		3,816,500.57	6.97	12,055.75	1.88
Treasury Bonds									
Notes/Bills									
1,000,000	912828JV3	US TREASURY N/B 0.875% Due 12/31/2010	100.46	1,004,609.38	100.30	1,002,968.75	1.83	.00	.87
1,000,000	912828KL3	US TREASURY N/B 0.875% Due 04/30/2011	100.30	1,003,046.88	100.44	1,004,375.00	1.83	1,450.41	.87
1,000,000	912828GM6	US TREASURY N/B 4.5% Due 03/31/2012	105.67	1,056,726.52	107.00	1,070,000.00	1.95	11,188.52	4.21
1,000,000	912828GQ7	US TREASURY N/B 4.5% Due 04/30/2012	105.62	1,056,177.61	107.27	1,072,656.25	1.96	7,459.24	4.20
2,070,000	912828HC7	US TREASURY N/B 4.125% Due 08/31/2012	99.62	2,062,092.08	107.56	2,226,543.75	4.07	28,307.81	3.83
900,000	912828HK9	US TREASURY N/B 3.375% Due 11/30/2012	99.91	899,181.74	106.41	957,656.25	1.75	2,489.75	3.17
1,000,000	912828HT0	US TREASURY N/B 2.75% Due 02/28/2013	100.37	1,003,749.00	105.06	1,050,625.00	1.92	9,116.85	2.62
2,600,000	912828JT8	US TREASURY N/B 2% Due 11/30/2013	100.08	2,602,181.94	102.70	2,670,281.25	4.88	4,262.30	1.95
645,000	912828JW1	US TREASURY N/B 1.5% Due 12/31/2013	99.87	644,137.36	100.89	650,744.53	1.19	.00	1.49
2,860,000	912828KF6	US TREASURY N/B 1.875% Due 02/28/2014	99.38	2,842,234.46	101.95	2,915,859.38	5.33	17,777.85	1.84
1,055,000	912828KN9	US TREASURY N/B 1.875% Due 04/30/2014	98.01	1,033,978.91	101.86	1,074,616.41	1.96	3,278.96	1.84
		Total Notes/Bills		15,208,115.88		15,696,326.57	28.67	85,331.69	2.46
Treasury Inflation Protected Security									
2,000,000	9128276R8	TSY INFL IX N/B 3.5% Due 01/15/2011	129.87	2,597,346.52	127.37	2,547,332.89	4.65	40,205.52	2.75
1,000,000	912828FB1	TSY INFL IX N/B 2.375% Due 04/15/2011	113.96	1,139,590.37	111.70	1,116,995.25	2.04	5,416.43	2.13
1,800,000	912828GN4	TSY INFL IX N/B 2% Due 04/15/2012	112.00	2,016,039.65	111.37	2,004,725.85	3.66	8,030.76	1.80
1,000,000	912828AF7	TSY INFL IX N/B 3% Due 07/15/2012	125.95	1,259,451.95	129.09	1,290,869.71	2.36	16,679.42	2.32
1,000,000	912828HW3	TSY INFL IX N/B 0.625% Due 04/15/2013	100.61	1,006,063.47	105.34	1,053,447.76	1.92	1,338.53	.59
1,000,000	912828CP3	TSY INFL IX N/B 2% Due 07/15/2014	114.46	1,144,610.96	124.23	1,242,333.98	2.27	10,606.57	1.61
1,000,000	912828FL9	TSY INFL IX N/B 2.5% Due 07/15/2016	107.79	1,077,869.34	120.22	1,202,237.44	2.20	12,374.91	2.08
		Total Treasury Inflation Protected Security		10,240,972.26		10,457,942.88	19.10	94,652.14	2.02
		Total Treasury Bonds		25,449,088.14		26,154,269.45	47.78	179,983.83	2.28
		Total Bonds		49,680,098.84		50,625,438.23	92.48	278,949.94	2.57
		Total Portfolio		53,420,306.70		54,365,646.09			

Paydown Receivable	373,708.52	373,708.52
Interest Accrued	278,949.94	278,949.94
Dividends Accrued	0.00	0.00
Total Portfolio with Accruals & Receivables	54,072,965.16	55,018,304.55

The market prices shown on these pages represent the last reported sale on the stated report date as to listed securities or the bid price in the case of over-the-counter quotations. Prices on bonds and some other investments are based on round lot price quotations and are for evaluation purposes only and may not represent actual market values. Bonds sold on an odd lot basis (less than \$1 million) may have a dollar price lower than the round lot quote. Where no regular market exists, prices shown are estimates by sources considered reliable by Dana Investment Advisors. While the prices are obtained from sources we consider reliable, we cannot guarantee them. Dana Investment Advisors is not a custodian. Clients should be receiving detailed statements from their custodian at least quarterly. While Dana Investment Advisors regularly reconciles to custodian information, we encourage clients to review their custodian statement(s).



Milwaukee County
Performance Report
 Quarter Ending 06/30/10

Long-term Funds Under Management <u>\$54,516,581.15</u>	<u>2nd Quarter</u>	<u>YTD</u>	<u>Since Inception *</u>
Milwaukee County Portfolio - Gross	1.22%	2.01%	2.99%
Merrill Lynch 1-3 Year Treasury/Agency Index	1.13%	1.84%	2.58%
Difference	0.08%	0.17%	0.41%
Milwaukee County Portfolio - Net	1.19%	1.96%	2.90%
Merrill Lynch 1-3 Year Treasury/Agency Index	1.13%	1.84%	2.58%
Difference	0.06%	0.12%	0.32%

Short-term Funds Under Management <u>\$25,000,000.00</u>	<u>2nd Quarter</u>	<u>YTD</u>	<u>Since Inception *</u>
Milwaukee County Portfolio - Gross 0.40%/year	0.10%		
M&I Tag Program Rate 0.25%/year	0.06%		
Difference	0.04%		
Milwaukee County Portfolio - Net	0.08%		
M&I Tag Program Rate 0.25%/year	0.06%		
Difference	0.02%		

Combined Average Funds: <u>\$79,516,581.15</u>	<u>2nd Quarter</u>	<u>YTD</u>	<u>Since Inception *</u>
Milwaukee County Portfolio - Gross	0.87%	1.65%	2.63%
Milwaukee County Portfolio - Net	0.84%	1.61%	2.57%

* Inception date: 8/1/09

Milwaukee County - Alberts Investment Management Inc.
Holdings By Category
6/30/2010

61-0769-05-1	MILWAUKEE COUNTY CUST ALBERTS	June 30, 2010			
Holdings View Category Type	Percent of Market Value All Holdings	Positions As Of By Security	Trade Date		
Description	Security	Price	Quantity	Market Value	% of MV
Cash Equivalents					
MARSHALL GOVT MONEY MARKET FD I #604 (PRINCIPAL)	MGNXX	\$1.00	3,929,514.420	\$3,929,514.42	4.95%
Total Cash Equivalents				\$3,929,514.42	4.95%
Fixed Income					
Bonds					
U.S. Governments					
US TREASURY NOTE 0.875% DTD 03/31/2009 DUE 03/31/2011	912828-KH-2	\$100.44	8,676,000.000	\$8,713,957.50	10.98%
US TREASURY NOTE 0.875% DTD 05/31/2009 DUE 05/31/2011	912828-KU-3	\$100.49	2,870,000.000	\$2,884,134.75	3.64%
US TREASURY NOTE 2.000% DTD 09/30/08 DUE 09/30/2010	912828-JL-5	\$100.46	3,500,000.000	\$3,516,135.00	4.43%
US TREASURY NOTE 4.375% DTD 12/15/05 DUE 12/15/2010	912828-EQ-9	\$101.91	950,000.000	\$968,149.75	1.22%
US TREASURY NOTE 4.625% DTD 02/28/07 DUE 02/29/2012	912828-GK-0	\$106.82	1,500,000.000	\$1,602,307.50	2.02%
US TREASURY NOTE 4.625% DTD 12/31/2006 DUE 12/31/2011	912828-GC-8	\$106.25	790,000.000	\$839,375.00	1.06%
Total U.S. Governments				\$18,524,059.50	23.35%
Federal Agencies					
FEDERAL HOME LN MTG CORP MEDIUM TERM NTS 1.80% DTD 02/25/2010 DUE 02/25/2013 CALLABLE	3128X9-ZK-9	\$100.73	6,000,000.000	\$6,043,680.00	7.62%
FEDERAL HOME LN MTG CORP REFERENCE NTS 1.625% DTD 03/27/2009 DUE 04/26/2011	3137EA-BZ-1	\$101.02	995,000.000	\$1,005,104.23	1.27%
FEDERAL HOME LN MTG CORP REFERENCE NTS 4.75% DTD 03/02/2007 DUE 03/05/2012	3137EA-AR-0	\$106.88	2,400,000.000	\$2,565,000.00	3.23%
FEDERAL HOME LN MTG CORP REFERENCE NTS 5.25% DTD 06/08/2006 DUE 07/18/2011	3137EA-AF-6	\$105.06	3,900,000.000	\$4,097,437.50	5.17%
FEDERAL HOME LOAN BKS CONS BDS 1.625% DTD 06/12/2009 DUE 07/27/2011	3133XT-XH-4	\$101.22	1,585,000.000	\$1,604,321.15	2.02%
FEDERAL HOME LOAN BKS CONS BDS 3.625% DTD 09/15/2008 DUE 10/18/2013	3133XS-AE-8	\$107.20	755,000.000	\$809,382.65	1.02%

Milwaukee County - Alberts Investment Management Inc.
Holdings By Category
6/30/2010

FEDERAL NATL MTG ASSN GTD REMIC PASSTHRU TR REMIC TR SER 2006 27 CL BF FLTG RATE DTD 03/25/2006 DUE 04/25/2036	31395B-ZF-3	\$99.47	691,298.920	\$687,646.86	0.87%
FEDERAL NATL MTG ASSN 1.375% DTD 04/09/2009 DUE 04/28/2011	31398A-WQ-1	\$100.81	800,000.000	\$806,500.00	1.02%
FEDERAL NATL MTG ASSN 1.875% DTD 04/03/2009 DUE 04/20/2012	31398A-WK-4	\$102.14	920,000.000	\$939,697.20	1.18%
FEDERAL NATL MTG ASSN 2.00% DTD 01/29/2010 DUE 04/29/2013	3136FJ-X6-3	\$100.47	5,000,000.000	\$5,023,450.00	6.33%
NON-CALLABLE FEDERAL NATL MTG ASSN 3.875% DTD 06/06/2008 DUE 07/12/2013	31398A-SD-5	\$108.42	3,900,000.000	\$4,228,458.00	5.33%
FEDERAL NATL MTG ASSN STEP CPN DTD 01/22/2010 DUE 01/22/2013 CALLABLE	31398A-E3-2	\$100.03	5,000,000.000	\$5,001,550.00	6.30%
GNMA II PASSTHRU CTF POOL #081902 ARM RATE DTD 06/01/2007 DUE 06/20/2037 IPD19	36225E-DG-4	\$103.19	291,669.440	\$300,973.70	0.38%
Total Federal Agencies				\$33,113,201.29	41.74%
Financials					
AMERICAN EXPRESS CENTURION BK CTF DEP 2.35% DTD 10/28/2009 DUE 10/29/2012 NON-CALLABLE	02586T-U9-3	\$101.47	240,000.000	\$243,523.20	0.31%
BANK OF AMER CRP BAC 3.125% DTD 12/04/2008 DUE 06/15/2012	06050B-AA-9	\$104.43	765,000.000	\$798,912.45	1.01%
BANK OF AMERICA FDIC GTD TLGP GTD NT 2.10% DTD 01/30/2009 DUE 04/30/2012	06050B-AG-6	\$102.41	850,000.000	\$870,451.00	1.10%
NON-CALLABLE BARCLAYS BK DEL RETAIL CTF DEP 2.45% DTD 10/28/2009 DUE 10/29/2012	06740K-CH-8	\$101.69	240,000.000	\$244,065.60	0.31%
CITIBANK N A FDIC TLGP GTD NT 1.875% DTD 05/07/2009 DUE 05/07/2012	17290C-AB-2	\$102.07	525,000.000	\$535,857.00	0.68%
NON-CALLABLE CITIGROUP FDG INC FDIC GTD TLGP NT 2.125% DTD 06/30/2009 DUE 07/12/2012	17313Y-AG-6	\$102.59	3,000,000.000	\$3,077,760.00	3.88%
CITIGROUP FDG INC FDIC TLGP GTD SR NT 2.00% DTD 03/30/2009 DUE 03/30/2012 NON-CALLABLE	17314A-AF-9	\$102.08	1,000,000.000	\$1,020,790.00	1.29%
FORD CR AUTO OWNER TR 2006- B NT CL A 5.25% DTD 08/29/2006 DUE 09/15/2011	34528A-AE-9	\$101.01	246,278.490	\$248,768.27	0.31%

Milwaukee County - Alberts Investment Management Inc.
Holdings By Category
6/30/2010

GE MONEY BK SALT LAKE CITY UTA CTF DEP 2.40% DTD 10/30/2009 DUE 10/30/2012 NON-CALLABLE	36159U-KC-9	\$101.58	240,000.000	\$243,792.00	0.31%
GENERAL ELEC CAP CORP MEDIUM TERM SR NTS TRANCHE # TR 00013 2.25% DTD 03/12/2009 DUE 03/12/2012	36967H-AN-7	\$102.60	1,570,000.000	\$1,610,757.20	2.03%
JPMORGAN CHASE & CO FDIC TLGP GTD NT 2.125% DTD 12/22/2008 DUE 06/22/2012	481247-AE-4	\$102.58	5,000,000.000	\$5,129,200.00	6.47%
NON-CALLABLE MORGAN STANLEY FDIC GTD TLGP GTD NT 1.95% DTD 01/20/2009 DUE 06/20/2012	61757U-AH-3	\$102.22	4,000,000.000	\$4,088,840.00	5.15%
NON-CALLABLE MORGAN STANLEY FDIC GTD TLGP GTD NT 2.25% DTD 03/13/2009 DUE 03/13/2012	61757U-AP-5	\$102.60	1,425,000.000	\$1,462,021.50	1.84%
USAA AUTO OWNER TRUST 5.36% DTD 08/22/2006 DUE 06/15/2012	903279-AD-9	\$100.20	306,668.100	\$307,276.99	0.39%
WELLS FARGO & CO FDIC GTD TLGP GTD NT 2.125% DTD 03/30/2009 DUE 06/15/2012 NON-CALLABLE	949744-AC-0	\$102.69	650,000.000	\$667,465.50	0.84%
Total Financials				\$20,549,480.71	25.90%
Municipals					
EL PASO TEX TAXABLE GO PENSION BDS TAXABLE 3.61% DTD 06/25/2009 DUE 08/15/2014 NON-CALLABLE	283734-MB-4	\$103.81	600,000.000	\$622,854.00	0.79%
INDIANA BD BK REV PUR FDG BDS TAXABLE 3.95% DTD 04/01/2009 DUE 02/01/2013 NON-CALLABLE	454624-YM-3	\$104.58	565,000.000	\$590,860.05	0.74%
Total Municipals				\$1,213,714.05	1.53%
Total Bonds				\$73,400,455.55	92.53%
Time Deposits					
NORTH MILWAUKEE STATE BANK C/D 1.65% WI DTD 10/01/09 DUE 09/29/2011	CD1090-63-7	\$100.00	2,000,000.000	\$2,000,000.00	2.52%
Total Time Deposits				\$2,000,000.00	2.52%
Total Fixed Income				\$75,400,455.55	95.05%
Total				\$79,329,969.97	100.00%

Daniel J. Diliberti
Milwaukee County Treasurer

DATE: July 20, 2010

TO: Elizabeth M. Coggs, Chair, Finance and Audit Committee

FROM: Daniel J. Diliberti, Milwaukee County Treasurer

RE: Notice of projected revenue surplus of \$450,000 in revenues
(Account No. 1213) due to one-time collection by this office

Per the Finance and Audit Committee directive, county departments are to notify the Finance Committee of any projected deficits or surpluses in departmental accounts.

This report is being sent to the Finance Committee as notification of an estimated projected surplus of \$450,000 in our budget revenue account #1213: Interest and Penalty Payments for Delinquent Taxes. This is a unique, one-time payment of delinquent taxes on the Cudahy Iceport property previously owned by Sportsites LLC.

The revenues generated by this office are a direct result of our departmental strategic plan that, with the support of the County Board and DAS, includes steps to continually improve our delinquent taxes collection process. Those improvements include: refined collection processes; improved staff training; land records software upgrades; development of on-line access to property tax records and on-line payment capability (with the able assistance of LMSD); initiating quarterly billing statements; and systematizing the foreclosure process (with the assistance of the Office of Corporation Counsel). The implementation of these changes has allowed us to intensify our delinquent property tax collections efforts without adding any new staff.

Over the last five years, these improvements have resulted in tangible benefits for Milwaukee County. Revenue collections have nearly tripled. Interest and penalty collections have increased 276% - from \$1,171,574 in 2004 to an estimated \$3,233,000 in 2009. We have achieved this increased productivity with no additional personnel.

Accelerated delinquent tax collection efforts play a critical role in meeting our department's, and the county's overall budgeted revenue projections. While this office has taken the mandatory four furlough days, we have historically received support from both the county board and the county executive offices to be exempt from the remainder of the furlough days in order to avoid diminishing our revenue collection efforts. This exemption has paid off, in dollars and cents. I would commend our office staff for demonstrated professionalism, teamwork and dedication under stressful conditions.

Org Unit 3090Account 41213\$2,783,000 (Budgeted Amount) \$3,233,000 (Projected)

COUNTY OF MILWAUKEE
Inter-Office Communication

DATE: September 10, 2010

TO: Supervisor Elizabeth Coggs, Chairperson, Committee on Finance and Audit

FROM: Geri Lyday, Interim Director, Department of Health and Human Services
Prepared by: Eric Meaux, Administrator, Delinquency & Court Services Division

SUBJECT: REPORT FROM THE INTERIM DIRECTOR, DEPARTMENT OF HEALTH AND HUMAN SERVICES, REGARDING ANTICIPATED RECEIPT OF REVENUES IN EXCESS OF THE AMOUNT BUDGETED IN THE 2010 ADOPTED BUDGET

Issue

County Board Resolution File No. 86-666 requires all department heads to “report to the Finance Committee, on a quarterly basis, revenues received from sources not anticipated in the budget in excess of \$100,000, or revenues received that exceed budget estimates by that amount.”

The 2010 budget for the Department of Health and Human Services (DHHS) included a budget for “Youth Aids Revenue” in the amount of \$12,360,950. As part of an on-going review of State Correctional expenditures, the Department anticipates a reduction in expenses in the range of \$4.4 million to \$5.3 million. This reduction in expenses, based on the most recent available information, would result in a commensurate increase in Youth Aids Revenue. The DHHS 1st Quarter Revenue and Expenditure Report reflected a \$2.0 million projected surplus. Per File No. 86-666, this memorandum reports and explains this surplus.

Background

Under current law, counties are financially responsible for the costs of juvenile delinquency-related services, except for (1) youth adjudicated as serious juvenile offenders and (2) youth under original jurisdiction of or waived to adult court. In general, these costs include providing the courts with the services necessary for investigating and supervising cases within the jurisdiction of the Juvenile Justice Code.

A significant source of funding for these costs is State Aid. As presented by the State Legislative Fiscal Bureau, “The community youth and family aids program, [commonly known as Youth Aids], provides each county with an annual allocation of state and federal funds from which a county may pay for juvenile delinquency-related services, including out-of-home placements and non-residential, community-based services for juveniles. Counties may supplement their expenditures on juvenile delinquency-related services with funding from other sources, including community aids, other state aids to counties, county tax revenues and special grant monies. The state bills each county for the cost of its juveniles placed in the state's juvenile correctional facilities (with the exceptions noted above) and for subsequent community placements and

programming for juveniles returning to the community following placement in a juvenile correctional facility. Charges are based on statutory daily rates established under each biennial budget. Daily rates for a given year are calculated by dividing the total budget for each type of care by the projected number of juveniles expected to receive that type of care in a year, divided by 365 days.”¹

State statutes require counties to pay the State for the cost of juveniles placed into State custody at rates determined by the legislature through the State budget process. In general, if state placements decrease and costs remain flat, then Youth Aids revenue remaining to support community-based services would increase. Since the State pays itself first from a county’s Youth Aids allocation, decreased State charges result in a surplus in Youth Aids revenue in the Department of Health and Human Services (DHHS) compared to the adopted budget.

Youth Aids Revenue - 2010 State Budget Compared to County Adopted Budget

The 2010 Adopted County Budget assumed that Milwaukee County would receive \$37,106,071 of Youth Aids revenue, excluding Corrective Sanctions revenue. As noted in the January 7, 2010 report to the County Board, the actual DOC 2010 allocation for Milwaukee County is \$37,629,615, again excluding Corrective Sanctions, which represents a revenue increase for DHHS of \$523,544. Adding the estimated 2010 Corrective Sanctions revenue of \$1,260,783 brings the total 2010 Youth Aids revenue to \$38,242,772.

Juvenile Justice Costs – State Charges and Community Programs

In the 2010 Adopted County Budget, the \$38.2 million of Youth Aids revenue was split into \$25,887,822 projected for State Correctional Charges and the remaining balance of \$12,360,950 was included in the operating budget of the DHHS Delinquency and Court Services Division to support juvenile delinquency-related services.

The 2010 Adopted County Budget projected a daily average of 218 Milwaukee County juveniles in State Juvenile Correctional Institutions (JCI’s) and 19 juveniles in Child Caring Institutions (CCI’s), for a total of 237 juveniles. These two particular services account for 92% (\$23.7 million of the total \$25.8 million) of the budget for State Charges. Refer to Table 1 for a listing of all State Correctional services.

This projection of State correctional costs uses the daily rates charged to counties in the 2009-11 State budget. Refer to Table 1 below.

¹ Informational Paper 58, Juvenile Justice and Youth Aids Program, Wisconsin Legislative Fiscal Bureau, January 2009.

Table 1.

State Correctional Services and Daily Rates

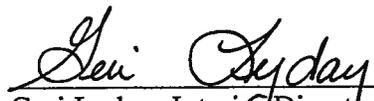
	Jul 2006 - Jun 2007	Jul 2007 - Jun 2008	Jul 2008 - Jun 2009	Jul 2009 - Jun 2010	Jul 2010 - Jun 2011
Juvenile Correctional Institution	\$ 209	\$ 259	\$ 268	\$ 270	\$ 275
Child Caring Institution	\$ 244	\$ 277	\$ 296	\$ 298	\$ 313
Group Home	\$ 163	\$ 165	\$ 172	\$ 190	\$ 200
Corrective Sanctions	\$ 82	\$ 99	\$ 101	\$ 101	\$ 103
Aftercare	\$ 33	\$ 35	\$ 37	\$ 40	\$ 41

Factors Impacting Actual Versus Projected Costs

While not inclusive, the actual number of new youth committed, the age of new youth committed, the daily rate and the utilization of secure correctional care versus other services, impact the actual State correctional expenses incurred by the County. Since 2009, DHHS has experienced a shift in the overall placement status of youth. The percent of overall days of care occurring within the secure facility (JCI) was 85% (2007) and 84% (2008). In 2009, DHHS began some exploratory initiatives that directed resources toward this issue. In addition, the Division of Juvenile Corrections began a series of evaluations and trainings aimed at improving service delivery outcomes. Currently DHHS has a contract in place that assists with monitoring correctional youth and has the ability to direct service supports as necessary. The Division was successful in the award of a federal Bureau of Justice reentry grant targeting youth State correctional youth. These efforts continue to improve our collaborative opportunities with the State. The percent of overall days of care occurring within the secure facility (JCI) has decreased and remained steady at 76% (2009) and is currently 77% (2010).

Recommendation

This is an informational report required by Section 56.02 of the Milwaukee County Ordinances. No action is necessary.



Geri Lyday, Interim Director
Department of Health and Human Services

cc: County Executive Scott Walker
Cynthia Archer, Director, DAS
Antionette Thomas-Bailey, Fiscal & Management Analyst, DAS
Carol Mueller, Committee Clerk, County Board Staff
Steve Cady, Analyst, County Board Staff

COUNTY OF MILWAUKEE
INTEROFFICE COMMUNICATION

12

DATE : August 20, 2010

TO : County Executive Scott Walker
Elizabeth Coggs, Chairman, Finance and Audit Committee
Steven Kreklow, Fiscal and Budget Administrator

FROM : Charles Wikenhauser, Director, Zoological Department

SUBJECT : **2010 Revenue Deficit (For Information Only)**

Issue

Milwaukee County Ordinance 56.02 requires department administrators to submit a report to the County Executive, Finance and Audit Committee and the Department of Administrative Services when potential revenue deficits of \$75,000 or more are identified. The Milwaukee County Zoo is projecting a net deficit of \$499,752.

Background

As of July 31, 2010, the Zoo is \$1,837,926 short of its year-to-date revenue goal of \$11,298,194 and 61,184 visitors short of its 862,796 year-to-date attendance goal. Expenditure savings are projected to be \$1,338,174 for a net deficit of \$499,752.

Attendance and visitor spending are key factors that affect revenues. Weather conditions for the months of June and July included 14 days of rain and seven days of hot and humid temperatures, which had an adverse impact on attendance. The other key factor, visitor spending, continues to be negatively impacted by the national recession. Zoo visitors are spending less this year than in years prior to the recession.

Corrective Action Plan

Expenditure savings through July 31 are projected to be \$1,338,174 to help offset the revenue shortfall for a net tax levy deficit of \$499,752. The Zoo has a freeze on all non-essential purchases and will continue to identify additional savings and aggressively pursue revenues.

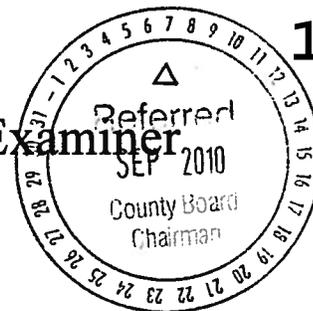
Recommendation

This is an informational report required by Section 56.02 of the Milwaukee County Ordinances and requires no action.

Charles Wikenhauser
Director, Zoological Department

pc: Lee Holloway, County Board Chairman
Supervisor Jerry Broderick, Chairman, Committee on Parks, Energy and Environment
Cynthia Archer, Director, Department of Administrative Services
Scott Manske, Controller
John Ruggini, Assistant Fiscal and Budget Administrator
Steve Cady, County Board, Fiscal and Budget Analyst
Julie Esch, County Board, Senior Research Analyst
Sarah Jankowski, DAS, Fiscal and Management Analyst
Vera Westphal, Deputy Zoo Director (Administration/Finance)
Sue Rand, Accounting Manager

Medical Examiner

**Memo**

To: Scott Walker, County Executive
Lee Holloway, Chairman, County Board of Supervisors ✓
Elizabeth Coggs, Supervisor, Finance and Audit Committee

From: Brian L. Peterson, MD, Medical Examiner

Date: September 2, 2010

RE: 2010 Revenue Deficit

As required by Milwaukee County Ordinance 56.02, the Medical Examiner's Office is reporting a revenue deficit of approximately \$250,000 for 2010.

The deficit is caused by the loss of budgeted neuropathology consulting fees anticipated by the former Medical Examiner. Additionally, waived fees due to the indigency status of decedents have increased significantly from previous years.

To offset the revenue reduction, the Medical Examiner's office is leaving an Assistant Medical Examiner position vacant. We are also continuing to explore other revenue options and are currently in ongoing talks with surrounding counties to provide autopsy support.

Respectfully,


Brian L. Peterson, MD
Medical Examiner

cc: Cynthia Archer, Director, Department of Administrative Services
Steve Cady, Fiscal and Budget Analyst, County Board of Supervisors
Carol Mueller, Chief Committee Clerk, County Board of Supervisors
Joseph Carey, Budget Analyst, Department of Administrative Services

COUNTY OF MILWAUKEE
INTEROFFICE COMMUNICATION

14

DATE: September 8, 2010

TO: County Executive Scott Walker
Supervisor Elizabeth Coggs, Chairperson, Committee on Finance and Audit
Cynthia Archer, Director, Department of Administrative Services

FROM: Geri Lyday, Interim Director - Department of Health and Human Services

SUBJECT: 2010 State Medicaid Patient Revenue Deficit Report for the Behavioral Health Division

Issue

Milwaukee County Ordinance 56.02 requires department heads to submit a written report to the County Executive, Finance and Audit Committee, and the Department of Administrative Services when potential revenue deficits of \$75,000 or more are identified.

Background

The Department of Health and Human Services previously reported in January 2010, State Medicaid funding in all the direct patient service areas decreased as the State of Wisconsin faced a \$600 million deficit in their Medicaid budget, however, more recent reports indicate the estimated deficit is approximately \$800 million. As reported previously in the January, May, June and July 2010 informational reports, inpatient state Medicaid revenue decreased and the state trend of reductions continues.

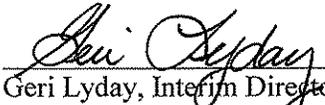
Based upon actual patient billing and collection experience through June 30, 2010, BHD has not seen a further decline in patient revenue, however, the Division is tracking closely potential state cuts to Medicaid reimbursement rates due to the enormous State Medicaid deficit. The State rate changes are normally determined on an annual basis, with the exception of nursing home rates, that are reported quarterly. Given the reductions in State funding known at this time and the reimbursement rates, the updated patient revenue deficit continues to be projected the same as was reported in July - a total patient revenue deficit of \$2,532,656 and an overall revenue deficit of \$2,737,273, as reported in July.

BHD is continuing to see other insurance companies (HMOs, private insurance etc) change their payment schedule to mirror State Medicaid. The HMO's have also received decreased state Medicaid payments and are now passing those reductions onto local providers. This is adversely affecting BHD patient revenue.

Finally, BHD continues to work diligently to address known revenue issues by monitoring state cost savings initiatives and negotiating new contracts with various HMO's/private insurance companies. The Department of Health and Human Services and the Behavioral Health Division are committed to providing updated reports each month as new State information becomes available.

Recommendation

This is an informational report required by Section 56.02 of the Milwaukee County Ordinances. No action is necessary.



Geri Lyday, Interim Director
Department of Health & Human Services

cc: Tom Nardelli, County Executive's Office
Steve Kreklow, Fiscal and Budget Director - DAS
Allison Rozek, Fiscal Management Analyst - DAS

MEMORANDUM

Date: September 7, 2010

To: Supervisor Peggy West, Chair, Committee on Health and Human Needs

From: Maria Ledger, Department of Family Care

Subject: Update on the effects of multiple Care Management Organizations operating Family Care in Milwaukee County

This memorandum is a further update on the impact of multiple Care Management Organizations operating Family Care in Milwaukee County. We have updated the report to include the enrollment for the first 10 months of expansion for the period November 1, 2009 through August 31, 2010 for persons age 18 to 59. In addition, we have identified the impact on the age 60 and older population we served prior to expansion for the period November 1, 2009 through August 31, 2010. The report also identifies the loss in revenue to Milwaukee County and the impact on county personnel positions as a result of multiple CMO's providing Family Care within the county as summarized below:

***Projected Loss of Revenue due to Multiple Care Management Organizations Operating Family Care in Milwaukee County
As of August 31, 2010***

	<u>Age 18-59 Enrollments (11/1/09-8/31/10)</u>				Projected Annual Revenue Loss
	DD	PD	WL	Total	
Milwaukee County Family Care	944	247	28	1,219	
Community Care Family Care	411	243	44	698	(\$ 22,526,749)
IRIS	156	224	32	412	(\$ 13,296,591)
Community Care Partnership	17	4	5	26	(\$ 839,105)
ICARE Partnership	5	2	14	21	(\$ 677,739)
Community Care Pace	8	5	27	40	(\$ 1,290,931)
Total	1,541	725	150	2,416	(\$ 38,631,116)

Note: the DD (Development Disabilities) and PD (Physical Disabilities) columns relate to current MA Waiver cases; the WL column relates to persons age 18-59, either DD or PD, who are on the DHHS waitlist.

Supervisor Peggy West, Chair
 September 7, 2010
 Page Two

Age 60 & Older Enrollments (11/1/09-8/31/10)

	Total	Projected Annual Revenue Loss
Milwaukee County Family Care	668	
Community Care Family Care	233	(\$ 5,873,737)
IRIS	224	(\$ 5,260,545)
Community Care Partnership	6	(\$ 129,093)
ICARE Partnership	36	(\$ 839,105)
Community Care Pace	20	(\$ 451,826)
Total	1,187	(\$12,554,306)

Reduction in Age 60 & Older Enrollments (11/1/09-8/31/10)

	Net loss in Enrollees	Projected Annual Revenue Loss
Total	379	\$1,019,298

Reduction in 18-59 Enrollments (11/1/09-8/31/10)

	Net loss in Enrollees	Projected Annual Revenue Loss
Total	137	\$368,453

Total Projected Annual Loss in Revenue to the MCDA-CMO **\$1,387,751**

Supervisor Peggy West, Chair
September 7, 2010
Page Three

The table above identifies the net loss in enrollees to Milwaukee County due to disenrollments. The total number of disenrollments since November 2009 is 1,184 members. While some of these disenrollments are due to loss of eligibility, a move from service area or death, the fact remains that many members are leaving for other managed care programs in Milwaukee County. We have heard directly from some members and guardians that they are being counseled by providers to disenroll from Milwaukee County and enroll in another CMO that will pay providers higher rates.

We have addressed this issue with the other CMO in Milwaukee County as well as with the State and have yet to come to any successful resolution to this issue.

A loss of enrollments equates to a loss of revenue. This loss of revenue has resulted in a decreased need for staff, resulting in the reduction of 19 vacant county positions approximating \$1,759,448 in salary and benefits. Further contributing to the impact on enrollment and revenue is the state's oversight of the enrollment process through the use of Enrollment Consultants who further evaluate the member's choice before the enrollment actually takes place. Upon the separation of the Family Care from the Milwaukee County Department on Aging Resource Center, the use of Enrollment Consultants was expected to be discontinued. The State has delayed the discontinuance of the Enrollment Consultants until possible October 1st.

As you can see, the MCDFC, while still the primary Family Care CMO in Milwaukee County, has begun to experience an erosion in its over 60 enrollment as individuals elect other options. It is still too early to speculate how enrollments will change over time now that the community has several competing options and the ultimate effect it will have on the MCDFC.

If you have any questions, please call me at 289-5908

Maria Ledger, Interim Executive Director
Milwaukee County Department of Family Care

cc: County Executive Scott Walker
Chairman Lee Holloway
Jennifer Collins
Toni Thomas-Bailey
Cynthia Archer
Steven Kreklow

Maria Ledger
Jim Hodson
Linda Murphy
Eva Williams
Ed Eberle

Date: September 7, 2010

To: Supervisor Elizabeth M. Coggs, Chair, Finance and Audit Committee
Supervisor Peggy West, Chair, Health and Human Needs Committee

From: Maria Ledger, Interim Executive Director, Department of Family Care

Subject: MCDFC Income Statement for the period January 1, 2010 through June 30, 2010

The attached report summarizes the Milwaukee County Department of Family Care (MCDFC) Income Statement of the Care Management Organization (CMO) for the period January 1, 2010 through June 30, 2010. In addition, it shows the variance of those results to the 2010 adjusted budget. The actual amounts are preliminary (see the recurring Note on the attached MCDFC-CMO Income Statement for further information). The budget amounts reflect the cumulative monthly budget for the first six months of the year.

The CMO is showing a preliminary actual Net Income of \$1,385,885 for the first six months of 2010. Comparing this to the adjusted budgeted Net Income of \$116,870 creates a positive Net Income Variance of \$ 1,269,015. While preliminary results through June show actual revenues and actual expenditures above those in the adjusted budget, the variance in expenditures is smaller than the variance in revenues in expenditures for the period.

CMO enrollment as of June 30, 2010 was 7,411 members, a net increase of 346 members from the December 31, 2009 enrollment of 7,065 members

If you have questions concerning the attached income statement, please contact Director Ledger at 289-5908.

Attachment

cc: County Executive Scott Walker
Supervisor Lee Holloway
Stephen Cady
Jennifer Collins
Cynthia Archer
Steve Kreklow
Toni Thomas-Bailey
Maria Ledger
Jim Hodson
Ed Eberle

**Milwaukee County Department of Family Care-Income Statement
For the period of January 1 thru June 30, 2010**

<u>Revenues</u>	<u>1/1/10 - 6/30/10 Preliminary Actual</u>	<u>1/1/10 - 6/30/10 Adjusted Budget</u>
Capitation Revenues (Note 1)	\$113,228,620	\$112,019,559
Member Obligation Revenues	\$13,463,395	\$13,397,383
Other Revenues	\$175,323	\$125,525
Total Revenues	\$126,867,338	\$125,542,467
<u>Expenses</u>		
Member Service Expenses	\$117,480,386	\$115,386,985
Administrative Expenses:		
---Labor & Fringes	\$3,560,265	\$3,784,132
---Vendor Contracts	\$2,000,560	\$2,283,295
---Cross Charges/internal transfers	\$982,126	\$1,080,550
---Other expenses (supplies, mileage, etc.)	\$1,458,117	\$2,405,698
--- Est. contribution to reserve		\$484,938
Total Expenses	\$125,481,453	\$125,425,596
Net Surplus/(Deficit)	\$1,385,885	\$116,870

June 2010 CMO Enrollment:

Nursing Home (Comprehensive):

59 and Under	887
60 and Over	6,482

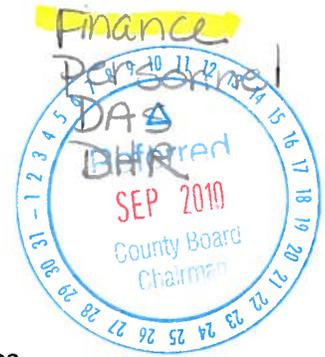
Non-Nursing Home (Intermediate):

60 and Over	43
Total Members Served - 6/30/2010	7,411

Note (1): The above results reflect an accrual for new expansion members (i.e., waiver program) based on in acuity (i.e., members with higher care plan needs) as measured by the long-term care functional screen. This represents the Department of Family Care's best estimate and has yet to be approved by the Wisconsin Department of Health Services. The total accrual for increased capitation revenue for acuity is \$1,442,672.

Note: The above financial summary represent actual results as of the reporting date, however, the result can change due to changes occurring in member service utilization (IBNR), outstanding receivable internal charges or other regulatory changes. Any change from a prior period is accounted for in the year-to-date aggregate results. Prior period reporting is not restated.

-COUNTY OF MILWAUKEE-
INTEROFFICE COMMUNICATION



DATE : September 8, 2010

TO : Supervisor Lee Holloway, Chairman, Board of Supervisors
Supervisor Elizabeth Coggs, Chairman, Finance & Audit Committee
Supervisor Patricia Jursik, Chairman, Personnel Committee

FROM : Steven R. Kreklow, Fiscal and Budget Administrator FILE NO. 10-324

SUBJECT : Request to Abolish upon vacancy, 2.0 FTE Disabilities Services Specialist (55740, PR 24), create 5.0 FTE Disability Services Coordinator (one unfunded, PR 26M) and 1.0 FTE Children's Program Manager (unfunded, PR 29M) in the Disabilities Services Division (DSD) of the Department of Health and Human Services (DHHS)

REQUEST

The Department of Health and Human Services (DHHS) is requesting to abolish upon vacancy, 2.0 FTE Disabilities Service Specialist (55740, PR 24), and create 5.0 FTE Disability Services Coordinator (one unfunded, PR 26M) and 1.0 FTE Program Manager-Children's Services (unfunded, PR 29M) effective September 24, 2010.

BACKGROUND/ANALYSIS

The Disabilities Services Division (DSD) administers several programs for families who have children with disabilities. These programs are critical to the early identification and intervention of potential development challenges that a child might be experiencing as well as supporting families who have children with significant developmental and physical disabilities. Some of the programs that the department offers are Early Intervention- Birth to Three, Family Support, and Children's Long-Term Support (CLTS).

The States 2009-2011 biennial budget included an initiative for the expansion of the CLTS Program. Included in this expansion was the creation of 280 additional slots in 2010 and continuing during 2011, of which 130 would be used to serve disabled children and their families and 150 would be used to serve transitional youth who are about to turn age 18 and become eligible for Family Care. Implementation of this expansion would significantly reduce the wait list of 500 children and families in DSD.

To allow for more oversight and support of the new needs in the Children's programs, the department is requesting the creation of 5.0 FTE Disability Services Coordinator, 1.0 FTE Program Manger- Children's Services and the abolishment of 2.0 FTE Disabilities Services Specialist as the positions become vacant. All of the Disability Services Coordinators, with one exception, would report to the Program Manger, who reports to the Director of DHHS. The remaining Disability Services Coordinator will work in the DRC and report to the Unit Supervisor/Quality Assurance Coordinator. One of the Disability Services Coordinators would be created as an unfunded position and will remain vacant until additional funding comes available.

While the primary responsibilities of each Disabilities Services Coordinator will be in their respective divisions, they will also be responsible for internal and external tasks to facilitate the administration and operations of the Children's Long Term Support waiver program; supporting necessary linkages to community providers; providing assistance with program coordination in the various program areas including adult programs, children's programs and court related services programs, and leading the implementation of the Early Intervention Services - Birth to Three program.

The Program Manager- Children Services, which will be created as an unfunded position and will not be filled until additional funding comes available, will be responsible for the overall operations and activities of the Children's section of DSD. These responsibilities include representing DSD with State agencies; developing CLTS waiver procedures for internal and external staff; monitoring agreements with agencies or entities working with children with special needs; leading the development and implementation of children services with external contracts; and monitoring program utilization and spending. Currently, another staff member is covering the duties of this position until it can be filled.

RECOMMENDATION

To support and ensure the quality of the expanded Children's Programs, the Department of Administrative Services, Fiscal Affairs recommends that the request to abolish 2.0 FTE Disabilities Service Specialist and create 5.0 FTE Disability Service Coordinator (one unfunded) and 1.0 FTE Program Manger- Children Services (unfunded) in DHHS, effective September 24, 2010, be approved.

FISCAL NOTE

Approval of the request to abolish 2.0 FTE Disabilities Service Specialist and create 5.0 FTE Disability Service Coordinator (one unfunded) and 1.0 FTE Program Manager – Children Services (unfunded), effective September 24, 2010, will result in increased expenditures of \$45,414, which will be absorbed within the department's budget. In addition, there are three other positions that will be abolished in 2011 to offset the costs of the new positions associated with CLTS, resulting in a levy savings in 2011 of \$21,490.

Prepared by:
Antionette Thomas-Bailey
278-4250



Steven R. Kreklow
Fiscal and Budget Administrator

pc: Scott Walker, County Executive
Candace Richards, Interim-Director of Human Resources
Thomas Nardelli, Chief of Staff, County Executive's Office
Terrence Cooley, Chief of Staff, County Board
Jennifer Collins, County Board Fiscal and Budget Analyst
Geri Lyday, Interim Director, Department of Health and Human Services

1 From the Committee on, Reporting on:
2
3

File No.
4

5 (ITEM NO.) A resolution requesting to abolish upon vacancy, 2.0 FTE Disabilities
6 Services Specialist (title code 55740, PR 24), create 5.0 FTE Disability Services
7 Coordinator (one unfunded, PR 26M) and 1.0 FTE Children's Program Manager
8 (unfunded, PR 29M) in the Disabilities Services Division (DSD) of the Department of
9 Health and Human Services (DHHS) effective September 24, 2010:
10

11 **A RESOLUTION**
12

13 WHEREAS, the Department of Health and Human Services request the
14 abolishment of 2.0 FTE Disabilities Services Specialist (title code 55740, PR 24) upon
15 vacancy, and the creation of 5.0 FTE Disability Services Coordinator (one unfunded, PR
16 26M) and 1.0 FTE Children's Program Manager (unfunded, PR 29M) in the Disabilities
17 Services Division (DSD); and
18

19 WHEREAS, Disabilities Services Coordinators would perform their individual
20 primary functions for the divisions in which they work, but would also be responsible for
21 performing functions such as internal and external tasks to facilitate the administration
22 and operations of the Children's Long Term Support waiver program; support necessary
23 linkages to community providers; provide assistance with program coordination in the
24 various program areas including adult programs, children's programs and court related
25 services programs, and leading in the implementation of the Early Intervention Services
26 - Birth to Three program; and
27

28 WHEREAS, The Program Manager- Children Services, which will be created as
29 an unfunded position and will not be filled until additional funding comes available, is
30 responsible for the overall operations and activities of the Children's section of DSD,
31 including representing the policies and procedures for DSD with State staff; developing
32 procedures for internal and external staff with CLTS waivers; monitoring agreements
33 with agencies or entities working with children with special needs; leading the
34 development and implementation of children services with provider development and
35 provider contracts; and monitoring program utilization and spending; and
36

37 WHEREAS, the requested position actions are necessary to successfully
38 implement the expansion and redesign of the Children's Long-Term Support waiver
39 programs; and
40

41 WHEREAS, the Department of Administrative Services, Fiscal Affairs
42 recommends that the following request effective September 24, 2010, be approved:
43 abolish upon vacancy 2.0 FTE Disabilities Services Specialist (title code 55740, PR 24),
44 create 5.0 Disability Services Coordinator (one unfunded, PR 26M) and 1.0 FTE
45 Program Manager- Children's Services (unfunded, PR 29M); and
46

47 BE IT RESOLVED, that the following position actions are approved, for the
48 Department of Health and Human Services effective September 24, 2010:

49

<u>Action</u>	<u>Title</u>	<u>No. of Positions</u>	<u>Pay Range</u>
51 Abolish- upon vacancy	Disabilities Services Specialist	2.0	24
52 Create	Disability Services Coordinator	4.0	26M
53 Create-Unfunded	Disability Services Coordinator	1.0	26M
54 Create-Unfunded	Program Manger-Children's Services	1.0	29M

MILWAUKEE COUNTY FISCAL NOTE FORM

DATE: 9/8/10

Original Fiscal Note

Substitute Fiscal Note

SUBJECT: Request to Abolish upon vacancy, 2.0 FTE Disabilities Services Specialist (55740, PR 24), create 5.0 FTE Disability Services Coordinator (one unfunded, PR 26M) and 1.0 FTE Children's Program Manager (unfunded, PR 29M) in the Disabilities Services Division (DSD) of the Department of Health and Human Services (DHHS)

FISCAL EFFECT:

- | | |
|---|--|
| <input type="checkbox"/> No Direct County Fiscal Impact | <input type="checkbox"/> Increase Capital Expenditures |
| <input type="checkbox"/> Existing Staff Time Required | <input type="checkbox"/> Decrease Capital Expenditures |
| <input checked="" type="checkbox"/> Increase Operating Expenditures
(If checked, check one of two boxes below) | <input type="checkbox"/> Increase Capital Revenues |
| <input checked="" type="checkbox"/> Absorbed Within Agency's Budget | <input type="checkbox"/> Decrease Capital Revenues |
| <input type="checkbox"/> Not Absorbed Within Agency's Budget | |
| <input type="checkbox"/> Decrease Operating Expenditures | <input type="checkbox"/> Use of contingent funds |
| <input type="checkbox"/> Increase Operating Revenues | |
| <input type="checkbox"/> Decrease Operating Revenues | |

Indicate below the dollar change from budget for any submission that is projected to result in increased/decreased expenditures or revenues in the current year.

	Expenditure or Revenue Category	Current Year	Subsequent Year
Operating Budget	Expenditure	45,414	-21,490
	Revenue	0	0
	Net Cost	45,414	-21,490
Capital Improvement Budget	Expenditure		
	Revenue		
	Net Cost		

DESCRIPTION OF FISCAL EFFECT

In the space below, you must provide the following information. Attach additional pages if necessary.

- A. Briefly describe the nature of the action that is being requested or proposed, and the new or changed conditions that would occur if the request or proposal were adopted.
 - B. State the direct costs, savings or anticipated revenues associated with the requested or proposed action in the current budget year and how those were calculated.¹ If annualized or subsequent year fiscal impacts are substantially different from current year impacts, then those shall be stated as well. In addition, cite any one-time costs associated with the action, the source of any new or additional revenues (e.g. State, Federal, user fee or private donation), the use of contingent funds, and/or the use of budgeted appropriations due to surpluses or change in purpose required to fund the requested action.
 - C. Discuss the budgetary impacts associated with the proposed action in the current year. A statement that sufficient funds are budgeted should be justified with information regarding the amount of budgeted appropriations in the relevant account and whether that amount is sufficient to offset the cost of the requested action. If relevant, discussion of budgetary impacts in subsequent years also shall be discussed. Subsequent year fiscal impacts shall be noted for the entire period in which the requested or proposed action would be implemented when it is reasonable to do so (i.e. a five-year lease agreement shall specify the costs/savings for each of the five years in question). Otherwise, impacts associated with the existing and subsequent budget years should be cited.
 - D. Describe any assumptions or interpretations that were utilized to provide the information on this form.
- A. Approval of the following position actions would allow the department to move forward with the implementation of the redesign and expansion of the Children's Long-Term Support (CLTS) waiver program: Abolish upon vacancy 2.0 FTE Disabilities Services Specialist, create 4.0 FTE Disability Services Coordinator, 1.0 FTE unfunded Disability Services Coordinator, and 1.0 FTE unfunded Program Manager- Children's Services.
- B. The estimated fiscal effect for 2010 related to the creation of four funded Disability Services Coordinator positions including salary and active fringe benefits is \$89,059, which is offset by the cost to abolish upon vacancy two Disabilities Services Specialist for a cost including salary and active fringe benefits of \$43,645, resulting in an increase in expenditures of \$45,414, which will be absorbed within the departments budget. In addition, there are three other positions that will be abolished in 2011 to offset the costs of the new positions associated with CLTS, resulting in levy savings in 2011 of \$21,490.
- C. In 2010, the fiscal effect is an increase in expenditures of \$45,414 and will be absorbed within the department's budget. In 2011, the levy savings is \$21,490.
- D. The 2010 savings mentioned above will be achieved assuming a start date of October 1, 2010 through December 31, 2010 and a hourly rate of \$27.18. In addition, the fringe amounts used to calculate the position costs (29.78%- Active Health, 20.10%- Active Pension, and 7.65%- social security) reflect the active fringe rates for DHHS provided by Central Accounting.

¹ If it is assumed that there is no fiscal impact associated with the requested action, then an explanatory statement that justifies that conclusion shall be provided. If precise impacts cannot be calculated, then an estimate or range should be provided.

Department/Prepared By Antionette Thomas-Bailey

Authorized Signature

STA. Thomas

Did DAS-Fiscal Staff Review? Yes No

COUNTY OF MILWAUKEE
INTER-OFFICE COMMUNICATION

DATE: September 13, 2010

TO: Supervisor Lee Holloway, Chairman, County Board of Supervisors
Supervisor Elizabeth Coggs, Chairperson, Finance & Audit Committee
Supervisor Patricia Jursik, Chairperson, Personnel Committee

FROM: Geri Lyday, Interim Director, Department of Health & Human Services

SUBJECT: **Request to Abolish and Create Positions in the Disabilities Services Division**

REQUEST

The Interim Director of the Milwaukee County Department of Health & Human Services requests the abolishment upon vacancy of two Disabilities Services Specialist positions, title code 55740, position numbers 001 and 002, and the creation of five Disability Services Coordinator positions (four funded and one unfunded) and one unfunded Program Manager in the Children's Services Section.

BACKGROUND/ANALYSIS

The Disabilities Services Division (DSD) administers several programs for families who have children with disabilities. These programs are critical to the early intervention and identification of potential development challenges that a child might be experiencing as well as supporting families who have children with significant developmental and physical disabilities.

In 2010, DSD began implementation of a Children's Long-Term Support (CLTS) Medicaid Waiver program expansion and redesign. This State-wide initiative was included in the 2009-2011 State of Wisconsin Department of Health Services biennial budget and calls for a significant funding increase available to children with disabilities and their families. The number of funded slots for eligible children has been increased to help reduce the waitlist for services and to provide transitional funding for youth about to turn age 18 and who become eligible for Family Care. This expansion will significantly reduce the waiting list of over 500 children and families in DSD.

It is anticipated that DSD will add 130 new children and their families to the CLTS waiver program beginning in 2010 and continuing during 2011. In addition, DSD is also expected to add approximately 150 new youth transition slots beginning 2010 and continuing during 2011.

The Disability Services Coordinator positions will lead in the implementation of the expansion and redesign. In addition, these positions would be responsible for delivery of program service education and outreach to families, schools, decision-makers and public at large. Four of the five positions are funded with the fifth position being created as an unfunded position to be filled once additional funding becomes available.

The new Program Manager/Children's Services Section position would be responsible for the operations/activities in the Children's Section, including representing the policies and procedures for DSD with State Staff, developing procedures for internal and external staff with CLTS waivers, monitoring provider service delivery in the Birth to Three program for compliance, and monitoring program utilization and spending. This position is created as an unfunded position and would be filled once funding becomes available.

Approved by:



Gerri Lyday, Interim Director
Department of Health & Human Services

cc: Scott Walker, County Executive
Cindy Archer, Director - DAS
Candace Richards, Interim Director of Human Resources
Thomas Nardelli, County Executive Chief of Staff
Terrence Cooley, County Board Chief of Staff
Stephen Cady, County Board Fiscal & Budget Analyst
Rick Ceschin, County Board Fiscal & Budget Analyst
Jennifer Collins, County Board Fiscal & Budget Analyst
Jodi Mapp, Committee Clerk – County Board
Antionette Thomas-Bailey, Analyst - DAS

COUNTY OF MILWAUKEE
DAS – Division of Human Resources
INTER-OFFICE COMMUNICATION

DATE : September 13, 2010

TO : Committee on Personnel

FROM : Candace Richards, Interim Director of Human Resources

Candace H. Richards

SUBJECT : **Creation Recommended by Finance Committee**

A review of the duties to be assigned to the new position requested by the Department of Health and Human Services has resulted in the following recommendation:

Org. Unit	Title Code	No. of Positions	Recommended Title	Pay Range	Min/Max of Pay Range
8000	TBD	4	Disabilities Services Coordinator	26M	\$49,218-\$56,530
8000	TBD	1	Disabilities Services Coordinator	26M	unfunded
8000	TBD	1	Program Manager Children's Services	29M	unfunded

**COUNTY OF MILWAUKEE
INTER-OFFICE COMMUNICATION**

DATE: August 30, 2010
TO: Chairman Lee Holloway
FROM: Steven Kreklow, Fiscal and Budget Administrator
SUBJECT: AIRPORT POSITION STUDY

Request

The Department of Transportation and Public Works - Airport (Airport) is requesting to abolish 1.0 FTE position Administrative Assistant III – Airport (Title Code 00011991) and create 1.0 FTE position Airport Operations Coordinator 2 (Title Code 00010891).

Background

The position of Administrative Assistant III – Airport became vacant in July 2010 due to a promotion within the department. The airport is seeking to abolish this position and create 1.0 FTE position Airport Operations Coordinator 2. Both positions are authorized at pay grade 25 and District Council 48 represents both positions.

The airport is requesting this action primarily due to significant increases in passenger and aircraft traffic. The airport in June recorded an all-time one-month high number of passengers, 922,984, an increase of 212,197 (+29.86 percent) over last June. In the first half of 2010, the airport served 1,225,221 more passengers, or 34.41 percent, than in the same period in 2009. The airport indicates this increase in passenger traffic has correlated to an increased workload. Therefore, it is anticipated the Federal Aviation Administration will require a higher required minimum level of airside operations staff during its certification process.

The airport indicates the position is also necessary to assist with ongoing major capital projects on the property, which requires that contractors be escorted at certain times while traveling in secure areas; and to ensure adequate coverage during snow events, during which three Operations Coordinators are required to be on site.

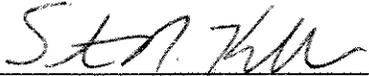
The airport currently has 11.0 FTE authorized and funded Airport Operations Coordinator 2 positions, three of which are vacant. The airport has recently submitted certification requests to fill two positions, and will fill the other position once the vacation payout costs of the last incumbent, who retired, are fully offset.

Airport staff has indicated other existing staff can adequately perform the duties performed by Administrative Assistant III - Airport. The Administrative Assistant III – Airport reports to the Deputy Airport Director – Operations & Maintenance.

Recommendation

Because of the ongoing increase in passenger traffic and the large number of capital projects taking place on the airfield, it is recommended that the airport's request to abolish 1.0 FTE position Administrative Assistant III – Airport (Title Code 00011991) and create 1.0 FTE position Airport Operations Coordinator 2 (Title Code 00010891) be approved. This request has no fiscal impact, and no employees would be affected since the position to be abolished is presently vacant.

Report Prepared By: Josh Fudge, Fiscal and Management Analyst III



Steven Kreklow
Fiscal and Budget Administrator

cc: County Executive Scott Walker
Cynthia Archer, Director, Department of Administrative Services
Jack Takerian, Director, Department of Transportation and Public Works
Barry Bateman, Director, General Mitchell International Airport

1 By the Committee on, Reporting on:

2
3 File No.
4

5 (ITEM NO.) A resolution authorizing the abolishment of 1.0 FTE Administrative
6 Assistant III – Airport (title code 00011991), and the creation of 1.0 FTE Airport
7 Operations Coordinator 2 (title code 00010891):
8

9 **A RESOLUTION**

10 WHEREAS, passenger and aircraft activity has steadily increased at General
11 Mitchell International Airport since 2002; and
12

13 WHEREAS, passenger traffic for the month of June 2010 set an all-time record;
14 and
15

16 WHEREAS, increased passenger and aircraft activity has led to a substantially
17 increased workload for airside operations staff; and
18

19 WHEREAS, the Federal Aviation Administration requires minimum operations
20 staff levels related to passenger and aircraft traffic as part of its annual certification
21 process; and
22

23 WHEREAS, the airport has a significant number of capital projects currently
24 under construction on the airfield, which require County staff to escort contractors in
25 secured areas; and
26

27 WHEREAS, the airport requires at least three Airport Operations Coordinators to
28 be onsite during snow events; and
29

30 WHEREAS, the airport is in the process of filling two vacant Airport Operations
31 Coordinator positions, and will fill another vacant position in the near future; and
32

33 WHEREAS, the Administrative Assistant III – Airport position was vacated on
34 July 24, 2010 due to a promotion within the airport; and
35

36 WHEREAS, both positions are represented by the same collective bargaining
37 unit (District Council 48) and are both authorized at pay grade 25, for no fiscal effect;;
38 now, therefore,
39

40 BE IT RESOLVED, that 1.0 FTE position of Administrative Assistant III – Airport
41 ((title code 00011991), is abolished and 1.0 FTE Airport Operations Coordinator 2 (title
42 code 00010891) is created within the Department of Transportation and Public Works –
43 Airport division (Agency 504).
44
45

MILWAUKEE COUNTY FISCAL NOTE FORM

DATE: 8/17/10

Original Fiscal Note

Substitute Fiscal Note

SUBJECT: Abolish 1.0 FTE Administrative Assistant III – Airport (title code 00011991), and create 1.0 FTE Airport Operations Coordinator 2 (title code 00010891).

FISCAL EFFECT:

- | | |
|--|--|
| <input checked="" type="checkbox"/> No Direct County Fiscal Impact | <input type="checkbox"/> Increase Capital Expenditures |
| <input checked="" type="checkbox"/> Existing Staff Time Required | <input type="checkbox"/> Decrease Capital Expenditures |
| <input type="checkbox"/> Increase Operating Expenditures
(If checked, check one of two boxes below) | <input type="checkbox"/> Increase Capital Revenues |
| <input type="checkbox"/> Absorbed Within Agency's Budget | <input type="checkbox"/> Decrease Capital Revenues |
| <input type="checkbox"/> Not Absorbed Within Agency's Budget | |
| <input type="checkbox"/> Decrease Operating Expenditures | <input type="checkbox"/> Use of contingent funds |
| <input type="checkbox"/> Increase Operating Revenues | |
| <input type="checkbox"/> Decrease Operating Revenues | |

Indicate below the dollar change from budget for any submission that is projected to result in increased/decreased expenditures or revenues in the current year.

	Expenditure or Revenue Category	Current Year	Subsequent Year
Operating Budget	Expenditure		
	Revenue		
	Net Cost	0	0
Capital Improvement Budget	Expenditure		
	Revenue		
	Net Cost	0	0

DESCRIPTION OF FISCAL EFFECT

In the space below, you must provide the following information. Attach additional pages if necessary.

- A. Briefly describe the nature of the action that is being requested or proposed, and the new or changed conditions that would occur if the request or proposal were adopted.
- B. State the direct costs, savings or anticipated revenues associated with the requested or proposed action in the current budget year and how those were calculated. ¹ If annualized or subsequent year fiscal impacts are substantially different from current year impacts, then those shall be stated as well. In addition, cite any one-time costs associated with the action, the source of any new or additional revenues (e.g. State, Federal, user fee or private donation), the use of contingent funds, and/or the use of budgeted appropriations due to surpluses or change in purpose required to fund the requested action.
- C. Discuss the budgetary impacts associated with the proposed action in the current year. A statement that sufficient funds are budgeted should be justified with information regarding the amount of budgeted appropriations in the relevant account and whether that amount is sufficient to offset the cost of the requested action. If relevant, discussion of budgetary impacts in subsequent years also shall be discussed. Subsequent year fiscal impacts shall be noted for the entire period in which the requested or proposed action would be implemented when it is reasonable to do so (i.e. a five-year lease agreement shall specify the costs/savings for each of the five years in question). Otherwise, impacts associated with the existing and subsequent budget years should be cited.
- D. Describe any assumptions or interpretations that were utilized to provide the information on this form.

This action would abolish 1.0 FTE Administrative Administrative Assistant III – Airport (title code 00011991), and create 1.0 FTE Airport Operations Coordinator 2 (title code 00010891).

This action has no fiscal impact, because both positions are authorized at pay grade 25. Both positions are represented by District Council 48. The position to be abolished has been vacant since July 24, 2010.

Department/Prepared By DAS-Fiscal, Josh Fudge

Authorized Signature 

Did DAS-Fiscal Staff Review? Yes No

¹ If it is assumed that there is no fiscal impact associated with the requested action, then an explanatory statement that justifies that conclusion shall be provided. If precise impacts cannot be calculated, then an estimate or range should be provided.

**COUNTY OF MILWAUKEE
INTEROFFICE COMMUNICATION**

DATE: August 6, 2010
TO: Candace Richards, Interim Director of Human Resources
FROM: Jack Takerian, Director of Transportation & Public Works
SUBJECT: **Mid-Year Abolish & Create Request
General Mitchell International Airport – Airport Operations Section**

Background

Airport Staff have identified a need for additional staffing with a particular skill level within the Airport Operations & Maintenance Section. In an effort to control costs and avoid adding additional staff members, GMIA is requesting to abolish a recently vacated position within the section that the airport does not currently plan to fill, and create a new position to be permanently filled.

The positions that are being requested for abolishment and creation along with the Titles Code, Position Number, Pay Range, and Represented Status are as follows:

POSITION TO BE ABOLISHED				POSITION TO BE CREATED			
JOB TITLE	TITLE CODE & POSITION NUMBER	PAY RANGE	UNION	JOB TITLE	TITLE CODE & POSITION NUMBER	PAY RANGE	UNION
Administrative Assistant III- Airport	11991 - 1	25	48	Airport Operations Coordinator 2	10891 - 2	25	48

Rationale for the Request

The Administrative Assistant III – Airport position was recently vacated through a promotion within the department. Though the Administrative Assistance III-Airport position was a valued one, GMIA currently has a greater need for an additional Airport Operations Coordinator 2 position. The additional Airport Operations Coordinator 2 is needed to assist with Federal Aviation Administration Regulatory compliance on the airfield. In particular, the Coordinator will participate in snow removal operations and construction escort duties.

Fiscal Impact

If approved, this proposed action will not increase the number of funded positions at Mitchell Airport. Therefore, the following action has no fiscal impact on the Airport or the County Budget as the position to be abolished is funded and the position that is to be created is of the same pay range. Both positions are also represented by the same union so there will be no impact on the number of represented staff members at the airport.

Prepared by: Terry Blue, Deputy Airport Director – Operations & Maintenance

Approved by:



Jack Takerian,
Director Transportation & Public Works



C. Barry Bateman,
Airport Director

Attachment: Proposed Position Description

cc: Supervisor Lee Holloway, County Board Chairman
Supervisor Patricia Jursik, Personnel Committee Chair
Cindy Archer, Director, Department of Administrative Services
Steven Kreklow, Fiscal & Budget Administrator, Fiscal Affairs Division/DAS
Josh Fudge, Mgt Analyst, Admin & Fiscal Affairs Division/DAS
Sean Moore, HR Manager, (DPW)

**MILWAUKEE COUNTY
DEPARTMENT OF ADMINISTRATIVE SERVICES
HUMAN RESOURCES**

POSITION DESCRIPTION

OFFICIAL TITLE OF POSITION: Airport Operations Coordinator II

NAME OF PRESENT INCUMBENT: Barry Jeter Jr., Michael Piontek, Thomas Slawnik, Paul Stauffer, Dennis Phifer, Mike Casper, Jeremy Fox, David Lackey, Donald Spitzer.

DEPARTMENT: Department of Transportation and Public Works

DIVISION: Airport Division

REPORTS TO (Name & Title): James Grava, Assistant Airport Operations Manager

TITLE CODE: 10891

POSITION NUMBER: ??

PAY RANGE: 25

TYPE OF POSITION : (Check One) FT PT Hourly Seasonal

PURPOSE OF POSITION: To ensure that General Mitchell International Airport maintains compliance with 14 CFR Part 139 and 49 CFR Part 1542. Perform daily inspections to ensure facilities and systems are within applicable standards. Represent airport management until relieved by higher authority.

TITLE(S) OF POSITION(S) SUPERVISED: (must include disciplining and evaluating): None

DUTIES: Describe in detail the work you do, listing most time consuming duties first, along with approximate percentages which should total 100%. Indicate "E" if duty is essential.

Description of Duties	% age of Time Spent on Duty	E=Essential Duty
1. Perform daily inspections of the airfield and airport facilities to ensure compliance with 14 CFR Part 139 and 49 CFR Part 1542 as well as other pertinent Federal, State, County, and Airport policies, procedures, rules, regulations, and ordinances.	25	E
2. Monitor for and take appropriate actions to ensure the safe and efficient flow of passengers and traffic through the Domestic and International Terminals, Concourses, and other airport facilities.	20	E
3. Coordinate Airport snow removal efforts and maintenance activities on runways, taxiways, ramps and roadways in accordance with all applicable rules and regulations.	10	E
4. Respond to incidents, accidents, and/or emergencies of various size, scope, and scale. Take charge until relieved by higher authority. When appropriate, investigate the cause and take appropriate measures to correct discrepancies.	10	E

8. Ability to anticipate consequences of construction / repair projects relative to maintaining airport and airfield safety and operational needs.
9. Ability to establish and maintain good working relationships with numerous internal and external agencies.
10. Ability to make sound decisions based on established procedures and resolve issues in a professional manner.

MINIMUM QUALIFICATIONS:

Education: High School Diploma or GED equivalent is required. Possession of a Bachelor's degree in Aviation Management, Public Administration, Business Administration, Emergency Management, or a related field is preferred. Possession of a valid driver's license is required. Possession of a valid Wisconsin driver's license is required within six (6) months of appointment. AAAE or ACI certification (AAE, CM, ACE, etc.) and Pilot's license are all preferred.

Experience: Two years of experience at a commercial service (FAR Part 139) airport working for an airline or the airport operator monitoring for or ensuring compliance with FAA standards for airport safety or security is required. Experience in the operation of a large-scale security system including peripheral equipment, monitoring the Air Operations Area (AOA) for compliance with CFR 14 Part 139 and CFR 49 Part 1542, and established procedures; active participation in snow removal activities; inspecting airport facilities for safety, security and maintenance discrepancies preferred. NOTE: A Bachelor's degree from an approved college or university with a major in Airport Management or Aviation Administration may substitute for the required experience.

Licensure/Certification/Registration: Possession of a valid driver's license is required. Possession of a valid Wisconsin driver's license is required within six (6) months of appointment. AAAE or ACI certification (AAE, IAP, CM, ACE, etc.) and Pilot's license are all preferred.

Physical Requirements/Demands: Ability to lift or move 50 pounds as needed.

Work Environment: Office and airfield.

Incumbent's Signature: _____ **Date:** _____

Supervisor's Signature: _____ **Date:** _____

Department Head's Signature: _____ **Date:** _____

PD03

- | | |
|--|----|
| 5. Respond to equipment failures, evaluate hazardous or potentially hazardous conditions, and take appropriate action remedy the situation or prevent injury and/or property damage. | 10 |
| 6. Complete assorted reports to document routine and non-routine events at General Mitchell International Airport and Lawrence J. Timmerman Airport. | 5 |
| 7. Coordinate international flight arrivals, VIP arrivals/departures, and other special operations. | 5 |
| 8. Ensure that various airport construction and maintenance projects will not have an adverse affect on the safe and efficient operation of the airport. | 5 |
| 9. Meet with various airport users and tenants to resolve assorted operational problems, and process routine complaints. | 5 |
| 10. Perform other duties as assigned. | 5 |

KNOWLEDGE, SKILLS & ABILITIES: Indicate a corresponding knowledge, skill and/or ability required for each of the above indicated duties

1. Knowledge of applicable Federal, State, County, and Airport regulations that pertain to the operational safety on the airport.
2. Ability to make sound decisions based on established procedures and resolve issues in a professional manner.
3. Ability to make sound decisions based on established procedures and resolve issues in a professional manner.
4. Knowledge of County and Airport Emergency procedures and the ability to make sound and timely decisions under stressful conditions.
5. Ability to make sound decisions based on established procedures and resolve issues in a professional manner.
6. Ability to write clear, concise, yet comprehensive reports and knowledge of computer system operations.
7. Ability to anticipate the effects that a large crowd or special VIP handling request will have on normal airport operations.

COUNTY OF MILWAUKEE
DAS – Division of Human Resources
INTER-OFFICE COMMUNICATION

DATE : August 18, 2010
TO : Committee on Personnel
FROM : Candace Richards, Interim Director of Human Resources
SUBJECT : **Creation Recommended by Finance Committee**

A review of the duties to be assigned to the new position requested by the Department of Transportation and Public Works has resulted in the following recommendation:

Org. Unit	Title Code	No. of Positions	Recommended Title	Pay Range	Min/Max of Pay Range
5040	10891	1	Airport Operations Coordinator 2	25	\$49,391-57,826

C Richards 8-23-10

COUNTY OF MILWAUKEE
Behavioral Health Division Administration
INTER-OFFICE COMMUNICATION

DATE: September 10, 2010

TO: Supervisor Peggy West, Chairperson, Health & Human Needs Committee
Supervisor Elizabeth Coggs, Chairperson, Finance & Audit

FROM: Geri Lyday, Interim Director, Department of Health and Human Services

SUBJECT: INFORMATIONAL REPORT FROM THE INTERIM DIRECTOR OF HEALTH AND HUMAN SERVICES REGARDING THE 2010 BEHAVIORAL HEALTH DIVISION CAPITAL BUDGET PROJECT AND ISSUES REGARDING THE RECENT STATEMENT OF DEFICIENCY

BACKGROUND

On June 3, 2010 BHD received a Statement of Deficiency (SOD) from the State of Wisconsin as a result of a recent State Centers for Medicaid and Medicare Services (CMS) survey. This was BHD's routine four-year survey that encompasses a comprehensive review of the physical plant and its operations. The majority of the citations BHD received were regarding the physical building. BHD was required to respond with an initial plan for corrective action by June 14, 2010 and an immediate corrective action on specified citations by June 25, 2010.

At the special joint meeting of the Committees on Health and Human Needs and the Finance and Audit on June 23, 2010, the BHD updated the Committees on the status of a Statement of Deficiency (SOD) from the State of Wisconsin.

At the July, 2010 meetings of the Committees on Health and Human Needs and the Finance and Audit, approved the expenditure authority for \$1,825,890 in 2010 BHD Capital Funds to address all SOD related capital conditions by the final deadline of April 1, 2011.

DISCUSSION

The first requirement of the SOD was to respond to the Conditions, or immediate citations listed in Table A below, by June 25, 2010. All Conditions were completed by BHD and reviewed by state surveyors during the week of June 28, 2010. At this time, BHD has no outstanding Conditions regarding the initial list for June 25, 2010. It was necessary for BHD to take immediate action to address the SOD citations requiring

correction by the June 25, 2010 deadline. The risk of not demonstrating immediate and continuing efforts to respond to the citations would have resulted in sanctions by the State, with the possibility of losing Medicaid certification. Without such certification, the County would have lost significant revenue, similar to the recent occurrence at the State's mental health facility – Mendota Mental Health Institute. The Plan of Correction is a work-in-progress and the expectation by BHD and State surveyors is that continuous progress be made in correcting all cited conditions by April 1, 2011. The State has at least five opportunities to review citations and conduct site visits/inspections before the final inspection April 1, 2011.

The following is a list of Conditions that were met by the initial June 25, 2010 deadline:

TABLE A	
Conditions/Citations	Status
Maintain clear access to exits by removing storage	Completed
Remove various shelving	Completed
Clean and dust various office closets, storage spaces and ventilation grills	Completed
Flush floor and shower drains	Completed
Lock unused rooms and maintain log	Completed
Adjust waste storage per guidelines	Completed
Seal all holes, penetrations throughout BHD	Completed
Replace metal plate in Crisis	Completed
Replace tissue dispenser	Completed
Remove bed rails	Completed
Replace missing heat guards	Completed
Remove dust/lint in laundry room	Completed
Change various locks	Completed
Replace various dietary equipment	Completed
Replace insulation on some water pipes	Completed
Caulk various locations throughout BHD	Completed
General adjustments and fixes for doors including install of push/pull door releases, replacement of door hardware, removal of some doors, adjustments of door guides etc	Completed
Seal various walls for smoke barrier	Completed
Replace lighting in various closets/storage areas, replace aluminum plates and adjust other burnt out lighting	Completed
Remove storage from various areas and adjust to meet fire code	Completed
Replace damaged escutcheon sprinkler rings	Completed
Seal ceiling holes due to misaligned tiles	Completed
Electrical clearance issues	Completed

Replace damaged astragal	Completed
Adjust doors to have positive latches, repair self-closure mechanisms and change fire plan accordingly	Completed
Repair damaged floor areas in bathrooms	Completed
Replace gate in stairwell	Completed
Replace cover on heater	Completed
Replace refrigerator on CAIS	Completed
Replace door on fire hose container	Completed

Due to the extremely short timeframe mandated by the State for responding to the Conditions listed in Table A, BHD Administration determined that applicable purchases and maintenance staff overtime were emergency costs that needed to be incurred immediately. This action was taken to ensure compliance with State regulations and avoid risk of decertification that could result in the loss of State Medicaid reimbursement to BHD. The cost estimate for year-to-date supplies/commodities and additional contract work (such as deep cleaning, moving vans, and dumpsters etc.) is \$224,463 through July 7, 2010 plus an additional \$191,542 for a total of \$416,005 through August 31, 2010. The BHD maintenance overtime to date related to the SOD is \$49,709. Additional Department of Transportation and Public Works (DTPW) skilled trades costs for labor and overtime is estimated at \$84,798 YTD- bringing the total spent on corrective actions for SOD issues out of BHD operating funds to \$550,512. A thorough review of all expenditures will be done by accounting and DAS to determine if any of these expenditures are allowable under the capital budget.

In addition to the immediate (conditional) items that have been completed, there are a number of citations requiring a longer timeframe for completion. These citations are displayed below and grouped as bond-eligible projects, Table B, and cash-financed projects, Table C. While the cost estimates are the most accurate available to date, they should be considered preliminary estimates as plans are still being finalized and bids have not yet been received. BHD continues to work with the Department of Administrative Services (DAS); the DTPW – Architectural, Engineering and Environmental Services (A&E); and Zimmerman Architectural Studios Inc, to obtain refined quotes. BHD is required to have all work, which addresses the citations completed by April 1, 2011 as documented in the SOD report.

TABLE B

Bondable Items (based on information available September 8, 2010)

Issue	Cost Estimate*	Due Date Per Plan of Correction
Remove and replace Library Halon System	\$35,000	October 1, 2010
Door Replacement	\$54,000	August 1, 2010(complete) / October 1, 2010 (two phases)
Additional Sprinkler Heads	\$13,750	August 1, 2010 (complete) /

		October 15, 2010 (two phases)
Construct 100,000 sq ft of seamless ceilings	\$575,000	April 1, 2011
Repair 300 feet of foundation	\$26,500	October 1, 2010
Replace damaged window sills	\$125,000	October 1, 2010
Determine hazardous storage rooms and create smoke barriers	\$324,000	November 1, 2010
Replace milk cooler and installation	\$25,000	TBD
Dish Room, Tray Line Tiles and Laundry Repairs	\$200,000**	April 1, 2011
Materials and labor (DTPW, BHD and Time and Materials Contractors)	\$281,650	On-going
Contingency (10%)	\$165,990	
Total	\$1,825,890	

**Items above represent initial quotes and have preliminarily been determined to be bond eligible. DAS- capital staff will continue to review and work with BHD staff to solidify actual costs and ensure all items are bond-eligible. If the scope of a project changes, it may be determined that cash financing needs to fund certain portions of the above listed projects. A 10% contingency has been included in the cost sub-total to account for any fluctuations that may occur as hard costs are obtained.*

***The Dish Room and Laundry facility repairs are a significant project within the SOD citations and are based on conceptual plan only. BHD has currently hired a consultant to conduct the architectural and engineering. The consultant will complete its report in September 2010. This cost estimation will likely fluctuate based on the September consultant report and has been included in this request as a place holder to ensure all compliance costs were included in this request for County Board consideration.*

TABLE C

Cash Items (based on information available September 8, 2010)

Issue	Cost Estimate*	Time Frame
Seal bathrooms to be water tight	\$75,000	March 1, 2011
Replace sidewalks	\$28,200	October 1, 2010
Exit Lighting	\$4,550	September 13, 2010
Roof repair at Food Service Building and Hospital	Included in YTD purchases	August 1, 2010 (completed)
Electrical Upgrades	Included in DTPW OT estimates and YTD purchases	July 1, 2010 (completed)
Install Door Closers	Included in YTD purchases	July 15, 2010 (completed)
Ventilation Addition	\$53,250	December 1, 2010

Medical Records Room fire walls and ventilation	\$12,000	March 1, 2011
Materials and labor (DTPW, BHD and Time and Materials Contractors)	\$38,144 (Preliminary estimate)	On-going
Contingency (10%)	\$22,887	
Total	\$234,031	

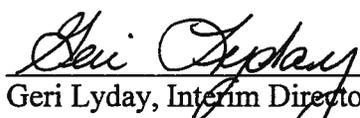
**All estimates are based on the best information available as of September 8, 2010 and are subject to change based on scope of the project and information gained from more detailed reviews. DAS staff will continue to review and work with BHD staff to solidify actual costs based on additional quotes. A 10% contingency has been included in the cost sub-total to account for any fluctuations that may occur as hard costs are obtained.*

BHD has worked diligently to address immediate SOD Conditions and continues to move forward with the long-term projects to ensure all corrections are completed by the State deadline of April 1, 2011. The items included in Tables A, B, and C include all current citations noted in the SOD. BHD and DAS will provide the Board with informational reports as work progresses.

RECOMMENDATION

This is an informational report. No action is necessary.

Respectfully Submitted:


 Geri Lyday, Interim Director
 Department of Health and Human Services

Cc: County Executive Scott Walker
 Cindy Archer, Director – DAS
 Allison Rozek, Analyst – DAS
 Jennifer Collins, Analyst – County Board
 Jodi Mapp, Committee Clerk – County Board
 Steve Cady, Analyst – County Board
 Carol Mueller, Committee Clerk – County Board

COUNTY OF MILWAUKEE

INTER-OFFICE COMMUNICATION

DATE: September 1, 2010

TO: Supervisor Theodore Lipscomb, Vice Chair
Committee on Economic & Community Development

Supervisor Elizabeth Coggs, Chairperson
Committee on Finance and Audit

FROM: Craig C. Dillmann, Manager of Real Estate Services
Department of Transportation and Public Works

SUBJECT: From the Manager, Real Estate Services, DTPW, monthly informational report for the land sale closing on UWM/Innovation Park.

This update highlights activities taken place since the last report to the Economic and Community Development Committee on July 19, 2010 and the Finance & Audit Committee on July 22, 2010.

The Purchase Agreement contractual time frames are currently as follows:

- Due diligence commencement date –July 1, 2009 (Purchase Agreement executed)
- Escrow Deposit of \$25,000 paid- July 6, 2009
- Contingency Waiver (“CW”) Date Expiration-December 31, 2009
- CW Date Extension w/in Purchase Agreement- March 31, 2010
- CW Date Extension-July 31, 2010 (3/18/10 County Board approval)
- CW Date Extension-Sept 30, 2010 (7/29/10 County Board approval)
- Closing Date- on or before October 30, 2010, if the closing contingencies are waived or satisfied.

As reported on several occasions, the following Innovation Park project milestones have been approved by the City of Wauwatosa (“City”):

- Preliminary Business Planned Development
- Change of zoning
- Land division by Certified Survey Map (“CSM”). The draft CSM document is completed and has been reviewed by the City and the Register of Deeds. Upon execution and recording of the final CSM, the land being conveyed at closing will be legally divided and described.

UWM Foundation officials continue to explore with the City the creation of tax incremental financing (“TIF”) for the needed street and other public infrastructure improvements for Innovation Park. The City has undertaken the following steps to advance the consideration of the TIF plan.

- July 29, 2010: An informational briefing on the elements of a TIF was provided to the City Budget and Finance Committee.
- August 9, 2010: The City Plan Commission entertained public testimony concerning the TIF and addressed comments in response to a study conducted by a financial consultant hired by the City supporting the feasibility of a TIF if the development occurs according to the planned schedule. The Plan Commission voted to delay action on whether it will recommend approval of a TIF until September.

It is envisioned the TIF will be considered at the September 13th City Plan Commission meeting and the September 14th City Budget and Finance Committee meeting. Recommendations from the commission and/or committee could be considered at the September 21st City Common Council meeting.

In the event the City deliberation extends beyond the existing September 30, Contingency Waiver Date, UWM has requested by a letter dated August 30, 2010 an extension until November 15, 2010 to keep the Purchase Agreement between the County and UWM in-force. In the letter UWM has waived the following “Approvals Contingencies in favor of the Buyer” in the Purchase Agreement specifically identified as subparagraphs:

- 3(i)a Rezoning of the Property, if necessary, to a zoning classification satisfactory to Buyer.
- 3(i)b Buyer obtaining the valid and irrevocable grant, on terms and conditions satisfactory to Buyer, of all permits, licenses, variances, and approvals that are necessary to permit Buyer to develop the Property as contemplated, including, without limitation, site development plan, buildings, occupancy, signs, curb cuts, driveways, ingress and egress to public thoroughfares, landscaping, utility service, storm water detention, environmental controls, and the approval by the Milwaukee County Board of the Restoration Plan, as defined in the Development Agreement.
- 3(i)c Platting or replatting the Property in a manner satisfactory to Buyer.

Craig C. Dillmann, Manager
Real Estate Services

Meeting Dates: September 20, 2010 (ECD committee)
 September 23, 2010 (F&A committee)

cc: Scott Walker, County Executive
 Lee Holloway, County Board Chairman
 Supervisor James Schmitt, District 19
 Cynthia Archer, Director of DAS
 Steven Kreklow, Fiscal & Budget Administrator, DAS
 Josh Fudge, Fiscal Mgt Analyst-DAS
 Jack Takerian, Director- DPTW
 Steve Cady, Fiscal and Budget Analyst, County Board

cd\UWM Finance/ECD update September 2010

**COUNTY OF MILWAUKEE
Inter-Office Communication**

21A

Date: September 8, 2010

To: Chairman Michael Mayo, Sr., Transportation, Public Works & Transit Committee
Chairman Gerry Broderick, Parks, Energy & Environment Committee
Chairman Elizabeth Coggs, Finance and Audit Committee

From: Jack H. Takerian, Director, Department of Transportation and Public Works

Subject: O'Donnell Park Parking Structure – INSPEC Façade Report (Informational Only)

Issue

The Department of Transportation and Public Works (DTPW) on behalf of the Department of Parks, Recreation and Culture has worked with our consultant INSPEC to perform an inspection of the façade panels on the O'Donnell Park Parking Structure.

Background

On Thursday June 24, 2010 at approximately 4:00 pm, a precast concrete panel over the east vehicle exit of the parking structure failed & fell approximately 10 to 12 feet from the 2nd level of the structure. One person was killed and two people were injured by the falling panel.

Milwaukee County DTPW staff hired INSPEC to evaluate the condition of the façade. INSPEC hired the CTLGroup to assist with the testing & forensic evaluation.

DTPW determined that as part of the evaluation, INSPEC should be looking for any additional safety concerns with the façade or other panels and their condition relative to the failure of the one on June 24th. This evaluation was to determine whether or not each panel was installed within the specification of the original design; whether the connections used differed from the original design and if so; how are the panels connected; to determine whether or not the parapet walls were constructed per the original design; to determine whether or not the parapet walls were compromised due to a change in installation.

Evaluation of each Installed Façade Panel Per Original Design

The evaluation done by Milwaukee County's consultant INSPEC/CTLGroup determined that less than 1 ½ % of the installed panels met the original design specifications and more than 98 ½ % percent do not. The original design on the majority of the panels called for four separate connections between the top of the parapet and the façade panel. These four connections should have used a stainless steel pin system that matched the pre-installed sleeves contained within the parapet wall. Instead INSPEC/CTLGroup found a two-pin system. This change in installation was never approved by Milwaukee County.

Connections Used and the Embedment Depth into the Parapet Wall

The evaluator found that the panels were to be connected to the parapet wall using four separate connections. These connections were to use stainless steel pins; the pins were to be grouted into pre-installed sleeves contained within the parapet walls. Each sleeve was two (2) inches in diameter and five (5) inches in length and corresponded with an insert contained within the panel.

Instead the evaluators found that each panel was connected to the structure with only two connections. Those connections used a method where holes were drilled through the top of the panel into the parapet wall and then were hammered through the panel into the parapet wall to make the connection. In some cases the pin placement, as measured from the interior face of the parapet to edge of pin varied from 2 1/2 in. to 6 in.

Through ultrasonic testing, measurements of the pins varied from 7 1/2 in. to 17 3/4 in length and the pin insertion depth into the parapet measured from its top surface varied from 3/4 in. to 10 in. In several locations pins were observed to terminate at the bottom of the precast panel with no embedment into the parapet at all.

Furthermore, the method of connection used is not recognized by the construction industry as a proper installation nor does this connection meet proper building code requirements.

Evaluation of the Parapet Walls

As part of the non-destructive testing that took place, the evaluators used equipment that determined the actual positioning of each attachment within each panel. The evaluation of the parapet walls also show signs of severe cracking around where the rebar was hammered in to make the original connection. Approximately, 34% of the parapet walls within the complex are showing similar signs of failure as the panel did on June 24th.

Investigators will be performing additional testing from a destructive method to better understand the severe cracking that has occurred in sections of the parapet walls that were removed from the site.

It is understood at this time that this type of cracking could have occurred during the panel installation process when the contractor hammered varying lengths of rebar pins into holes drilled that varied as well.

INSPEC/CTL Conclusion

“A total of 296 connections were evaluated throughout the garage. Of the 296, 4 connections, or fewer than 1 1/2 % of the total, complied with the shop drawings for the upper structural connection. Based on project documentation provided by INSPEC and measurements and inspections made by CTLGroup, the remaining connections (approximately 98 1/2 %) do not comply with the project drawings or any known authorized change to the contract documents.

Based on correlation of 3 factors - pin embedment depth into the parapet wall, presence and location of uppermost horizontal reinforcement in the parapet wall, and bore scope based observation of cracking and spalling of concrete in the immediate vicinity of the # 6 pin anchorages, it is estimated that as many as 34% (exclusive of locations with inconclusive data) of the precast panel connections on the garage are potentially in the state of incipient failure, similar to that which had immediately preceded the tragic collapse on June 24, 2010 on the second level between column lines J8 and J9.”

Recommendation

This report is for informational purposes only.

Respectfully submitted,

Jack H. Takerian, Director
Department of Transportation and Public Works

Attachment: INSPEC/CTL Report

cc: Scott Walker, County Executive
Chairman Lee Holloway, County Board of Supervisors
County Board of Supervisors
Tom Nardelli, Chief of Staff, County Executive's Office
Terry Cooley, Chief of Staff, County Board of Supervisors
Cynthia Archer, Director, Department of Administration
Jerry Heer, Director, Department of Audit
Sue Black, Director, Department of Parks
Steve Kreklow, Fiscal & Budget Administrator, Admin. & Fiscal Affairs Division/DAS
Greg High, Director, AE&ES
Timothy Schoewe, Interim Corporation Counsel
John Schapekahm, Principal Assistant Corporation Counsel
Jason Gates, Director, Risk Management
Mahmoud Malas, Resident Contract Manager (Bridges and Structures), DTPW
Steve Cady, Fiscal Analyst, County Board
Brian Dranzik, Director, Administration - DTPW
Julie Esch, Research Analyst, County Board
Jodi Mapp, TPW Committee Clerk
Martin Weddle, Research Analyst, County Board
Damian Albert, Analyst, Administration & Fiscal Affairs Division/DAS
Pam Bryant, Capital Finance Manager, Administration & Fiscal Affairs Division/DAS

Report for
INSPEC

CTLGroup Project No. 210748

**O'DONNELL PARKING STRUCTURE FIELD
INSPECTION, NONDESTRUCTIVE TESTING PROGRAM
AND AS BUILT CONDITION DOCUMENTATION**

September 7, 2010

Submitted by:
Adrian T. Ciolko, Senior Principal Engineer
Scott T. Wyatt, Senior Engineer
Alexis Stevenson, Associate I

COA # 2849

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Skokie, Illinois 60077-1030
(847) 965-7500

10480 Little Patuxent Parkway, Suite 820
Columbia, Maryland 21044-3456

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APPENDIX A - Inspection Data

APPENDIX B - Photo Log

O'DONNELL PARKING STRUCTURE FIELD INSPECTION, NONDESTRUCTIVE TESTING PROGRAM AND AS BUILT CONDITION DOCUMENTATION

By

Adrian T. Ciolko, Scott Wyatt, Alexis Stevenson

1 BACKGROUND

On June 24th 2010, the 34-ft long, precast architectural panel on the 2nd level of the east elevation of the O'Donnell Park parking structure, spanning the exit ramp broke free of its connections to the parapet wall structure supporting it and fell, resulting in one fatality and injuries to 2 other individuals. CTLGroup (CTL) was retained by the County of Milwaukee through a retention letter agreement with INSPEC dated June 28, 2010, for providing on-site nondestructive testing of reinforced concrete elements and laboratory testing of concrete samples, to be retrieved from the scene of the spandrel panel collapse. CTLGroup was also charged with independently resolving questions and uncertainties regarding factors contributing to the collapse, and the future safety and serviceability of other portions of the structure. This report summarizes the field investigation efforts and documentation of the existing panel connections.

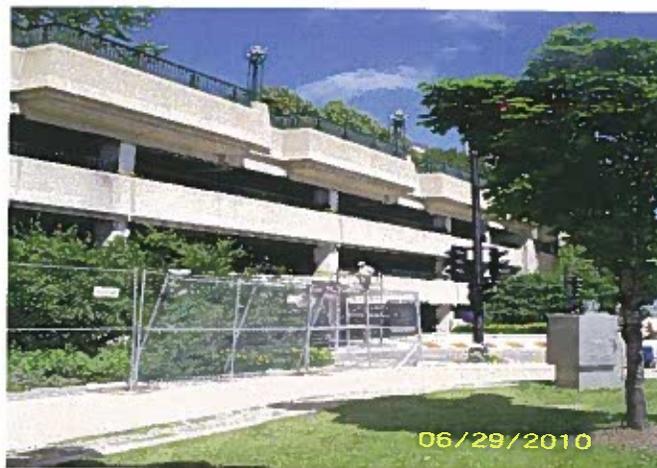


Fig. 1 – East Elevation of O'Donnell Parking Structure

The garage, completed in 1993 contains three levels of parking, with a capacity of approximately 300 vehicles with a garden and pavilion area on the top level. The structural system is comprised of reinforced concrete columns, post-tensioned concrete beams, and post tensioned

concrete structural slabs. The foundation consists primarily of spread footings and grade beams. The east, south and a small section of the west elevation have decorative precast architectural panels attached to the reinforced concrete structure.

2 INVESTIGATION

CTL performed a multifaceted inspection of the parking structure, to determine the existing condition of the precast panel connections over a period of several weeks beginning July 6th and culminating on August 6th, 2010. Immediately following the panel structural failure, there existed uncertainty regarding the as-built details of the precast panels' connections, in terms of compliance with the approved drawings. Further, concern existed that other panels, similar to the component which failed on June 24th, 2010, remain attached to the structure in a state of incipient distress or impending detachment.

The investigation primarily focused on determining the length of embedded pins, location of reinforcement in the cast-in-place parapet wall, and identification of cracking and/or spalling around the pins. This was accomplished through document review, visual observation, and use of nondestructive testing methods, including Ground Penetrating Radar (GPR), Ultrasonic testing (UT), and a videoscope. These methods and results are discussed in the following sections.

To expedite the field inspection and facilitate nondestructive testing, a substantial amount of site preparation was performed including removal of joint sealant material between the panels and concrete parapet wall and columns, excavation of soil, coring and chipping of concrete and concrete slab removal. Coring and slab removal services were performed by Litgen Concrete Cutting and Coring Company of Milwaukee WI. Excavation, joint material removal, access services, site safety, and other support activities were performed by Belfor Property Restoration of Wauwatosa, WI.

The field investigation efforts were divided into sections based on Advanced Cast Stone Drawings E18, E19, E20, E21, E22, and E26 for each level of the garage.

2.1 DOCUMENT REVIEW

CTL was provided with a variety of documents related to the design and construction of the garage including design drawings, precast drawings, as-built drawings, and project correspondence to assist with planning the field inspection activities. Review of the

architectural and precast shop drawings indicated that the panel connection generally consisted of an upper bearing-type pin connection with lower bracing or stability kicker braces comprising steel angles welded to embed plates. However, due to construction-related dimensional irregularities in the structure, the length and orientation of the lower bracing varied throughout the garage. The architectural drawings indicate that the top connection was to be a stainless steel pin set in a grout-filled steel pipe cast into the parapet wall, while the precast panel drawings detailed a $\frac{3}{4}$ " ϕ x 5 in. coiled rod welded to a steel tube cast into the panel and grouted into an insert in the concrete parapet. The architectural drawings specified a pin spacing of 6'-8", or 3 pins per 17'-0" bay, whichever produced a greater number of connections.

The concrete parapet wall was detailed to contain horizontal #4 bars at 12 in. spacing in each face of the parapet wall. No vertical position of the horizontal bars is identified on Sheet 14 of the MMKC drawings, which contains the parapet cross-sectional details, in relation to the top surface of the parapet wall. Additionally, vertical #4 bars at 12 in. spacing are detailed throughout the parapet wall.

2.2 VISUAL INSPECTION

CTL personnel first visited the structure on June 29th, 2010 and on several occasions thereafter to perform a visual review of the panel connections and plan the NDT efforts. The parapet wall, from which the failed panel separated, was examined first, as were the remnants of the failed panel, which had been removed from the site on June 24th, 2010 and kept in indoor storage by the Milwaukee County Sheriff.

During inspection, it was immediately noted that the most prevalent, upper connection between the architectural precast panel and the reinforced concrete parapet wall was far different from the as-designed structural connection, in that it was comprised of a varying lengths of #6 epoxy coated reinforcement, which appeared to have been driven, with a hammer, into holes drilled through the precast panel top return into the parapet wall below. It also appeared that the hole had been drilled with a tool that created a cavity in the cast in place and precast concrete, of a diameter which allowed for a tight fit of the driven/inserted epoxy-coated bar. During initial inspection, no grout or adhesive were observed to fill the annular spaces within the precast return and the parapet. Most significantly, the lengths of pin insertion into these 2 parapet wall connections were 3 in. and 1 3/8 in.

It was also observed that concrete surrounding the inserted pins of the failed panel on the outside vertical face near the top of the parapet wall had spalled outward; see Fig. 2, eliminating structural anchorage of the #6 rebar pins. The top exterior face of the parapet at the failure location did not contain steel reinforcement; the required #4 reinforcing had been placed in the parapet wall in a position which did not confine the formation of the spall fracture plane.



Fig. 2 Spall in Parapet at Failed Panel Connection Point

Additionally, the panels appeared to bear on a pack of elastomeric shims placed in the interstitial space between the top of the parapet and underside of the horizontal projection of the panel, see Fig. 3.



Fig. 3 – Panel Bearing on Elastomeric Pads

During the field investigation, the panel adjacent to the collapsed panel from column line J7 to J8 was removed from the garage on July 15, 2010. This was accomplished by cutting the pins in the parapet and lower steel bracing members, attaching a spreader beam to the top of the panel and lifting it out with a crane. The panel was taken to the Milwaukee County maintenance facility for further sampling and storage.



Fig. 4 – Panel Removal



Fig. 5 – Panel Removal

Additionally, two blocks of the parapet containing the embedded pins were saw cut and removed for sampling and testing in CTL's laboratory. The exposed face of the parapet was documented for location of the horizontal reinforcement, see Fig. 6. For the north pin (piece 2A), the top and side cover to the inside bar measured 2 1/2 in. and 1 1/2 in. respectively, and the top and side cover to the outside bar measured 2 5/8 in. and 2 in. respectively. For the south pin (piece 2B), the top and side cover to the inside bar measured 1 5/8 in. and 1 5/8 in. respectively, and the top and side cover to the outside bar measured 5/8 in. and 2 in. respectively.



Fig. 6 – Parapet Section

Based on the initial visual inspections and observations of the failed architectural panel and parapet wall, as well as observations made during removal of the panel from J7 to J8, a detailed inspection and NDT program was planned, garage wide, with the following goals:

1. inspect condition of cast in place and precast concrete to assess presence and extent of cracking and other features indicative of distress
2. from the inside face of the parapet wall, using ground penetrating radar, assess whether concrete at the top exterior face of the parapet contained horizontal reinforcement, for correlation with pin insertion depth data gathered using ultrasonic techniques.
3. measure the depth of insertion of the #6 epoxy coated rebar pins into the parapet concrete, using ultrasonic measurements of the inserted pins and physical measurement of the architectural panel return thickness and panel-to-parapet gap measurements
4. using fiber optic borescopes inserted into the gaps between the precast and cast in place concrete, identify presence and extent of cracking and spalling of parapet wall concrete in the immediate vicinity of the anchorages of the #6 epoxy coated pins. The cracking and spalling had been identified during planning as a precursor to panel structural failure

2.3 GROUND PENETRATING RADAR

The Ground Penetrating Radar (GPR) technique employs high-frequency electromagnetic energy waves for rapidly and continuously assessing a variety of characteristics of concrete structures. The principle of operation is based on reflection of electromagnetic waves from varying dielectric constant boundaries in the material being probed.



Fig. 7 – GPR Testing

A contacting transducer (antenna) transmits and receives radar signals. High frequency, short pulse electromagnetic energy is transmitted into the element under test. Each transmitted pulse travels through the material, and is partially reflected when it encounters a change in dielectric constant. The receiving section of the transducers detects reflected pulses. The location and depth of the dielectric constant boundary is evaluated by using recorded transit time from start of pulse to reception of reflected pulse velocity of wave propagation. Boundary depth is proportional to transit time. Since concrete to air, water, or reinforcing steel are electronically detected by the instrument as dielectric constant boundaries, the GPR method is capable of assessing a variety of reinforced concrete characteristics. Vertical radar scans were performed at each connection location to locate the depth and position of the horizontal reinforcing bars within the concrete parapet wall.

2.4 ULTRASONIC TESTING

Ultrasonic testing was used to determine the length of the pins used to connect the precast panels to the concrete parapet wall. UT uses high frequency sound energy to conduct examinations and make measurements. Ultrasonic inspection can be used for flaw detection/evaluation, dimensional measurements, material characterization, and more. To illustrate the general inspection principle, a typical pulse/echo inspection configuration as illustrated below will be used. A typical UT inspection system consists of several functional units, such as the pulser/receiver, transducer, and display devices. A pulser/receiver is an electronic device that can produce high voltage electrical pulses. Driven by the pulser, the

transducer generates high frequency ultrasonic energy. The sound energy is introduced and propagates through the materials in the form of waves. When there is a discontinuity, such as the interface between the end of the pin and concrete, the reflection is observed on the screen. The following ultrasonic pulse echo test (UT) equipment was used:

- Panametrics Epoch III Ultra Sonic Flaw Detector, Model 2300
- Panametrics Accuscan 5.0 MHz transducers



Fig. 8 – UT Testing



Fig. 9 – Pin Surface Preparation

The top of the pins were exposed by chipping or coring the concrete and the pin surface was ground smooth. A gel couplant was applied to the pin surface to ensure ultrasound transmission continuity of contact, between the transducer and pin. Three measurements were taken at each pin to ensure repeatability of measurements. These data were averaged to determine the pin length. The ultrasonic testing equipment was periodically calibrated against a known length of rebar.

2.5 VIDEOSCOPE EXAMINATION

Each pin location was also examined using a videoscope, to evaluate the condition of the top of concrete parapet and identify cracking around the pin. The videoscope is comprised of a small viewing tip on the end of a flexible fiber optic cable connected to a monitoring screen that permits viewing of narrow and confined spaces. The camera cable was threaded through the gap between the precast panel and top of parapet (See Fig. 10) to view the condition of the

concrete around the pin as well as the outside face of the parapet. In some instances, debris obstructed the camera, preventing direct observation of the concrete parapet. Videoscope findings are presented in the tables of Appendix A and are noted as: IC – inconclusive, C – cracking observed, or NC – no cracking observed. Appendix B photos #13 – 27 document the variety of conditions observed via videoscope throughout the garage. These conditions included corroding and deformed pins, cracking in the top and exterior face of the parapet, spalling of the parapet and panel underside, and misaligned and missing pins.



Fig. 10 – Videoscope Observation

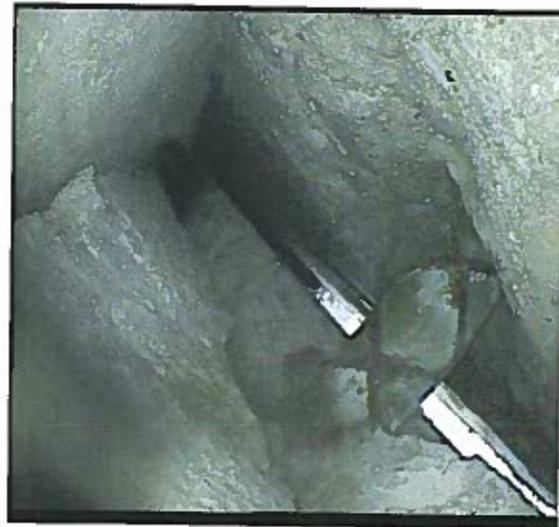


Fig. 11 – Cracking and Spall at Pin Location

3 FINDINGS

3.1 OVERVIEW

A total of 296 pin locations were inspected and documented. The results of the field investigation are presented in Appendix A, which contains tabulated data for each pin including: distance to nearest column, distance from interior face of the parapet, depth of pin embedment, measured length of pin, videoscope finding and other remarks. Additionally, each pin is represented graphically by a cross-section depicting the pin location within the parapet and location of horizontal reinforcement. Appendix B contains photographic documentation of the investigation and testing. There exists substantial variation in the pin connections in terms of length of pin, depth of embedment, location of pins and presence of reinforcing bars in the parapet. The condition of the parapet with regard to presence and width of cracks also varied throughout the garage.

3.2 PIN LENGTH AND EMBEDMENT

Pin lengths, as measured by Ultrasonic Testing, varied from 7 1/2 in. to 17 3/4 in. and the pin insertion depth into the parapet measured from its top surface varied from 3/4 in. to 10 in. Fig. 12 summarizes the distribution of pin embedment depth. Several pins were observed to terminate at the bottom of the precast panel with no embedment into the parapet at all. Embedment depth was determined by subtracting the distance from the top of the pin to the top of parapet, from the overall pin length. Finally, in some locations, pin length, and thus embedment, could not be determined through UT. This could be attributed to the pin end contacting a rebar or other anomaly along the length of the pin, which can disrupt the signal.

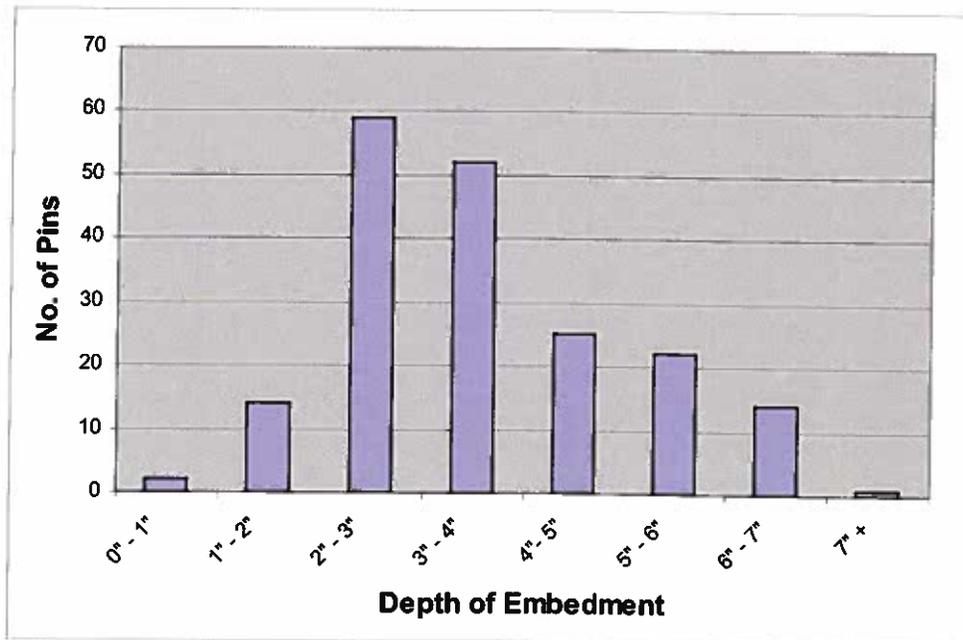


Fig. 12 – Embedment Depth Distribution

3.3 PIN PLACEMENT AND LOCATION

Pin placement, as measured from the interior face of the parapet to edge of pin varied from 2 1/2 in. to 6 in. Physical measurements indicated that the width of parapet measured 8 in. +/- 1/4". Pin connection points varied from one to five pins per 17'-0" bay. Spacing within 17'-0" bays varied from approximately 4 in. to 146 in. Pin location diagrams for each segment of the garage are included in Appendix A.

3.4 PARAPET CRACKING & REINFORCEMENT POSITION

Cracking on the parapet surface was identified in 76 out of 296 locations by videoscope. The severity of cracking ranged from very narrow to extensive with significant associated spalls. In general, the observed cracking originated at the pin and propagated outward at an approximate 45° angle toward the exterior surface of the parapet. The length of these cracks in parapet concrete measured from the exterior corner of the parapet was estimated to be 4 in. to 8 in. The location of the horizontal reinforcing steel, measured from the top face of the parapet (depth) and interior face of the parapet (cover) was determined by GPR. The depth measured from the top surface of the parapet wall varied from 1 5/8 in. to 7 in. and the cover varied from 1 1/8 in. to 3 3/16 in. These dimensions are depicted in the parapet cross sections of Appendix A. In some locations, the positions of horizontal reinforcing bars near the exterior face of the parapet could not be interpreted from the GPR data; thus these test results were deemed inconclusive. This was attributed to signal attenuation due to the interior face bar, missing bars, or other anomalies in the concrete.

4 CONCLUSIONS

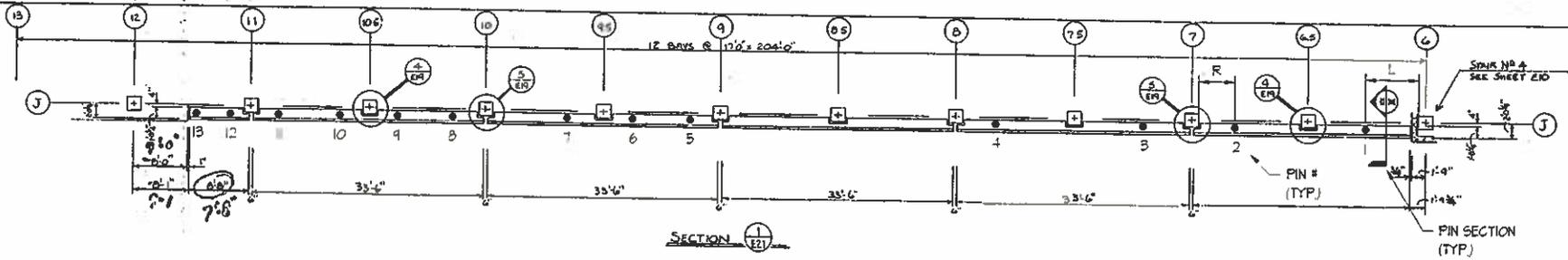
A total of 296 connections were evaluated throughout the garage. Of the 296, 4 connections, or fewer than 1 ½ % of the total, complied with the shop drawings for the upper structural connection. Based on project documentation provided by INSPEC and measurements and inspections made by CTLGroup, the remaining connections (approximately 98 ½ %) do not comply with the project drawings or any known authorized change to the contract documents.

Based on correlation of 3 factors - pin embedment depth into the parapet wall, presence and location of uppermost horizontal reinforcement in the parapet wall, and borescope based observation of cracking and spalling of concrete in the immediate vicinity of the # 6 pin anchorages, it is estimated that as many as 34% (exclusive of locations with inconclusive data) of the precast panel connections on the garage are potentially in the state of incipient failure, similar to that which had immediately preceded the tragic collapse on June 24, 2010 on the second level between column lines J8 and J9.

APPENDIX A

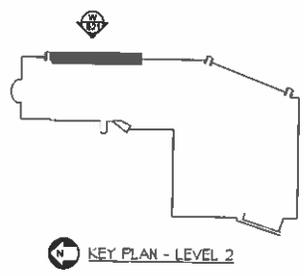
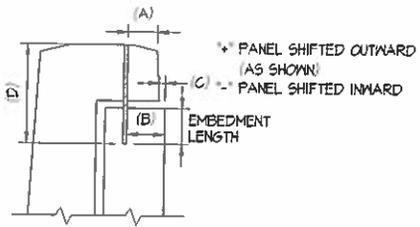
Inspection Data

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Pin #	*Distance to		Pin Location (in.)			Total Length (in.) (D)	Measured Embedment (in.)	Videoscope findings	Remarks
	L	R	to 'L' edge (A)	To wall interior face (B)	Panel offset (C)				
1	68-1/2"		3-3/4	4	0	13.8	6	IC	Coil rod
2		53-1/2"	3-5/8	4-1/2	+1/4	NA		NC	Coil rod top recess in concrete. UT skipper
3	46"		5	4-5/8	+3/8	11.8	3-1/8	C	Adjacent to failed panel
4		62-1/2"	3-1/2	4	+3/8	11.3	4	C	
5	12"		4-1/2	4-1/2	0	12.6	5	IC	
6		14-1/2"	4-1/2	4-3/8	-3/8	13.0	5-3/8	IC	Small cracks
7	13-1/2"		4-1/2	3-5/8	0	NA		IC	UT no reflector gouging
8	22-1/2"		4-1/4	4-1/4	+1/8	12.1	4-1/2	NC	
9		18"	4	4	-1/2	12.9	5		
10	19-1/2"		3-3/4	4	-1/8	10.8	3-3/8	C	
11		19"	3-3/4	4-1/4	+1/8	9.1	1-1/2	NC	Local crushing failure
12	24"		3-1/4	3-7/8	0	9.6	2-1/8	NC	Shrinkage crack
13	65"		4-1/2	4-3/4	0	12.8	5-3/8	C	

*Distance- measured from face of column to center of pin (L- left, R- right)



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CTLGroup COA No.: 184-001246

Pin Inspection Summary
 O'Donnell Parking Garage
 Milwaukee, WI.

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No.	Description	Date

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 Checked: **SW**
 Date: **07SEP10**
 Scale: **NTS**

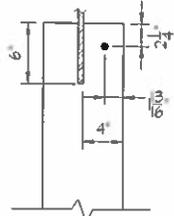
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 Floor No. 2**

Sheet No.
A-1

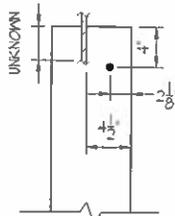
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FLOOR NO. 2

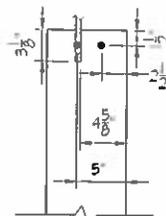
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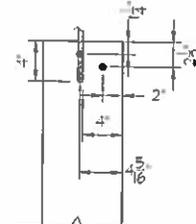
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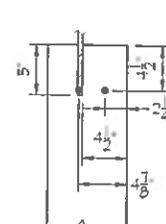
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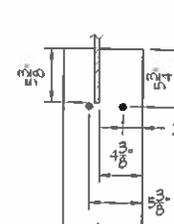
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GRIDLINES 7-8



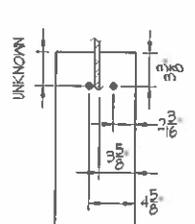
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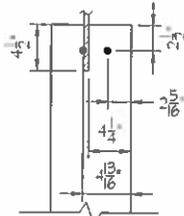
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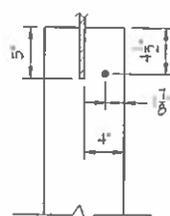
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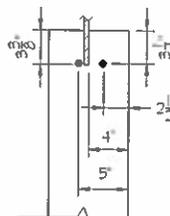
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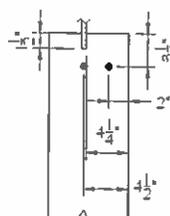
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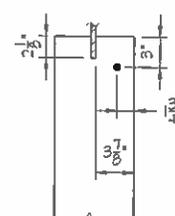
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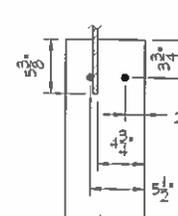
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GRIDLINES 10.5-11



PIN #11
GRIDLINES 10.5-11



* PIN #12
GRIDLINES 11-12



PIN #13
GRIDLINES 11-12

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CTLGroup COA No.: 184-001246

Pin Inspection Summary

O'Donnell Parking Garage
Milwaukee, WI.

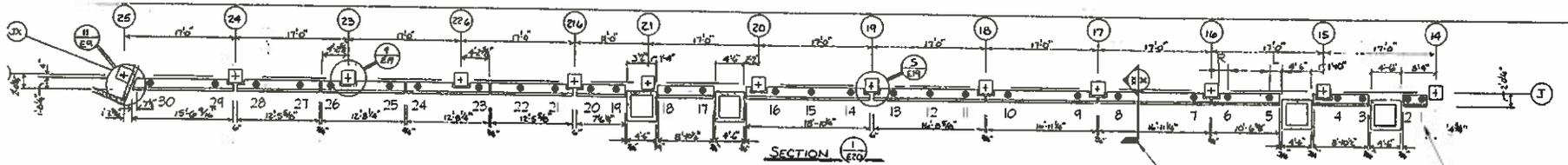
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Date: **07SEP10**
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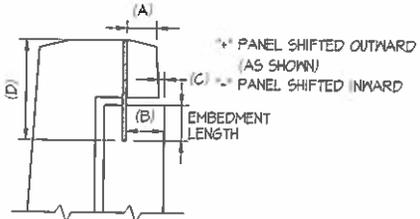
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Floor No. 2**

Sheet No.:
A-2

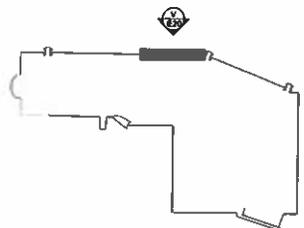
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E20 FLOOR NO. 2



Pin #	Distance to		Pin Location (in.)			Total Length (in.) (D)	Measured Embedment (in.)	Videoscope findings	Remarks
	L	R	to "L" edge (A)	To wall interior face (B)	Panel offset (C)				
1	11-1/2"		4-1/4"	4-7/8"	+1/4"	8.6	1-1/4"	NC	
2	31-1/4"		3-7/8"	4-3/8"	+1/8"	8.8	1-1/4"	NC	
3		54-3/4"	3-1/2"	3-3/4"	-1/8"	13.7	6"	NC	
4		21-1/2"	4-1/4"	4-3/8"	+1/8"	14.2	6-1/2"	NC	
5	67"		3-7/8"	4-7/8"	0"	13.7	6-1/8"	NC	
6		11-1/4"	4-1/8"	NA	+1/8"	13.5	5-1/2"	NC	Pin thru' shim pad
7	16"		4"	4-1/8"	+1/8"	14.4	6-1/8"	NC	
8		17-3/4"	4"	4-1/8"	+1/8"	14.0	6-3/4"	NC	
9	15-3/4"		4-1/8"	4-1/8"	-1/8"	14.0	6-5/8"	NC	
10		15"	4"	3-7/8"	-1/8"	10.8	3-3/4"	NC	
11	19-1/2"		4-3/8"	4-1/2"	0"	9.5	1-7/8"	NC	
12		13"	4-1/4"	4-3/4"	0"	14.2	6-3/4"	NC	
13	98"		4-1/4"	5"	+1/8"	8.7	1-3/8"	NC	
14	13-1/2"		3-1/2"	4-1/8"	0"	12.7	5-1/4"	IC	Gap small
15	102-1/2"		4-1/4"	4-3/4"	+1/8"	13	5-3/8"	NC	
16		23"	4"	4-1/2"	+1/8"	10.2	2-3/8"	NC	
17	80-2/4"		3-5/8"	3-7/8"	0"	9.8	2-3/8"	NC	
18		14"	3-7/8"	3-3/4"	0"	11.8	4-3/4"	NC	
19	33"		3-7/8"	4-1/4"	0"	8.7	1-1/2"	NC	
20		24-1/2"	2-1/4"	NA	+1/8"	8.9	2-1/4"	NC	
21	19-1/2"		4-1/8"	NA	-1/8"	9.0	1-7/8"	IC	Debris on both sides of pin
22		51"	3-7/8"	NA	-1/2"	12.2	4-7/8"	NC	Pin thru' shim pad
23		27"	4"	NA	-1/8"	9.8	2-5/8"	NC	
24	77-1/2"		4-1/8"	NA	-1/4"	9.0	2-1/4"	IC	Debris on both sides of pin
25		81"	4-1/2"	NA	-1/4"	10.3	3-3/4"	IC	Debris on both sides of pin
26	28"		3-3/4"	NA	0"	9.7	3"	NC	Pin thru' shim pad
27	53-1/2"		3-3/4"		+1/8"	11.8	4-7/8"	NC	
28		7"	4-1/8"		-3/8"	7.5	3/4"	NC	Gauge/Void back of parapet wall but fairly deep
29	17"		3-5/8"	4-1/8"	0"	9.6	2-1/2"	NC	
30		19"	4-1/4"		-1/4"	9.0	2-1/4"	NC	



*Distance- measured from face of column to center of pin (L- left, R- right)



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Pin Inspection Summary
 O'Donnell Parking Garage
 Milwaukee, WI.

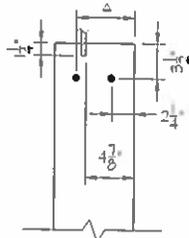
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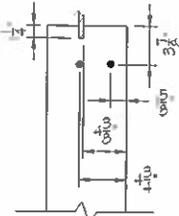
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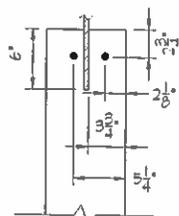
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 Δ REBAR PRESENT; DEPTH/COVER INCONCLUSIVE



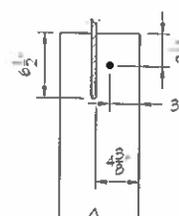
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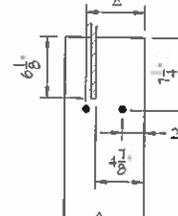
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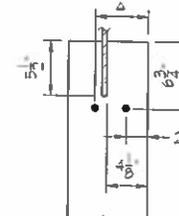
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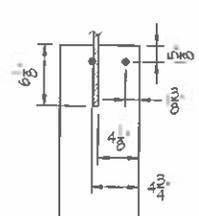
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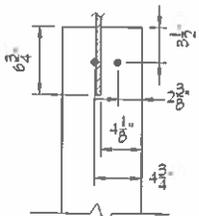
PIN #5
GRIDLINES 15-16



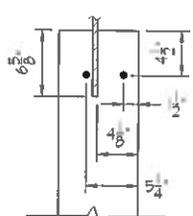
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GRIDLINES 15-16



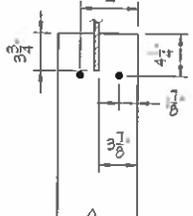
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GRIDLINES 16-17



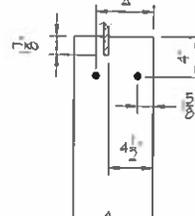
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GRIDLINES 16-17



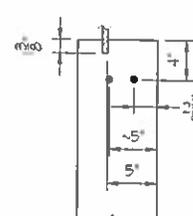
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GRIDLINES 17-18



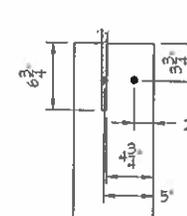
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GRIDLINES 17-18



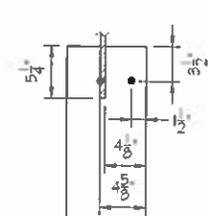
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GRIDLINES 18-19



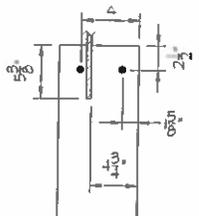
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GRIDLINES 18-19



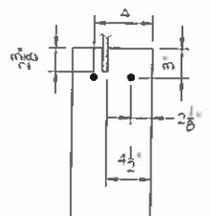
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GRIDLINES 18-19



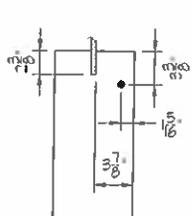
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GRIDLINES 19-20



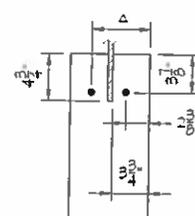
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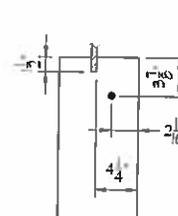
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GRIDLINES 19-20



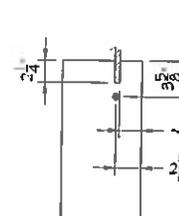
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GRIDLINES 20-21



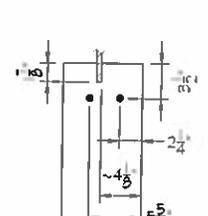
PIN #18
GRIDLINES 20-21



* PIN #19
GRIDLINES 21-21.6



* PIN #20
GRIDLINES 21-21.6



PIN #21
GRIDLINES 21.6-22.6

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 TECHNOLOGY CONSULTANTS
 CTLGroup COA No.: 184-001246

Pin Inspection Summary

O'Donnell Parking Garage
 Milwaukee, WI.

ISSUE		
No.	Description	Date

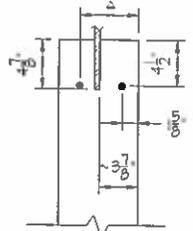
CTLGroup No.: 210748
Drawn: AMS
Checked: SW
Date: 07SEP10
Scale: NTS

Title:	Section V/E20 Floor No. 2
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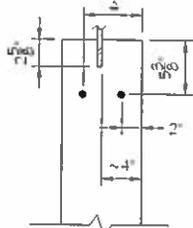
Sheet No.:	A-4
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SECTION $\frac{V}{E20}$ FLOOR NO. 2

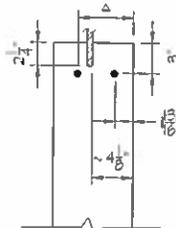
* PRESENCE OF OUTER FACE HORIZONTAL REBAR INCONCLUSIVE
 Δ REBAR PRESENT; DEPTH/COVER INCONCLUSIVE



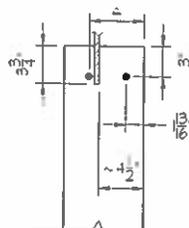
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GRIDLINES 21.6-22.6



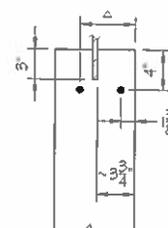
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GRIDLINES 21.6-22.6



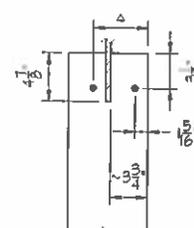
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GRIDLINES 22.6-23



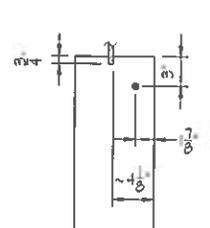
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GRIDLINES 22.6-23



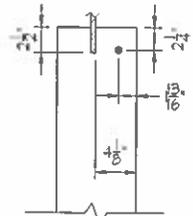
PIN #26
GRIDLINES 23-24



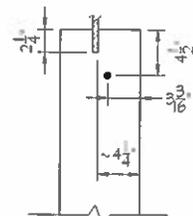
PIN #27
GRIDLINES 23-24



* PIN #28
GRIDLINES 23-24.4



* PIN #29
GRIDLINES 24-25



* PIN #30
GRIDLINES 24-25

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CTLGroup COA No.: 184-001246

Pin Inspection Summary

O'Donnell Parking Garage
 Milwaukee, WI.

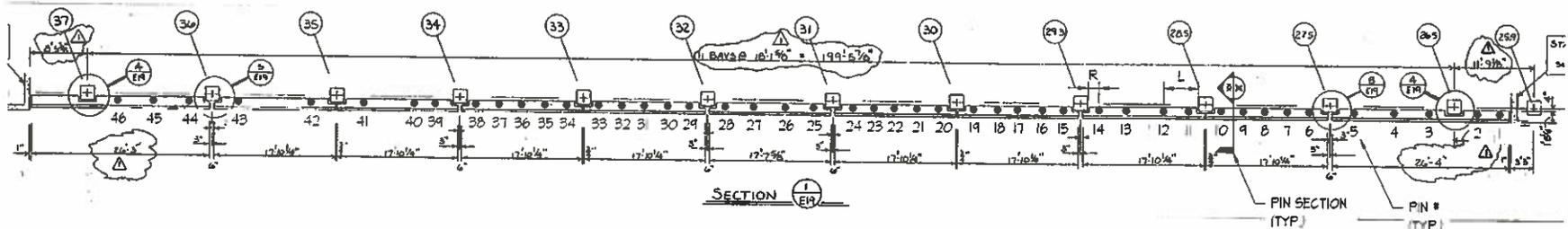
ISSUE		
No.	Description	Date

CTLGroup No.: **210748**
 Drawn: **AMS**
 Checked: **SW**
 Date: **07SEP10**
 Scale: **NTS**

Title:
Section V/E20
Floor No. 2

Sheet No.:
A-5

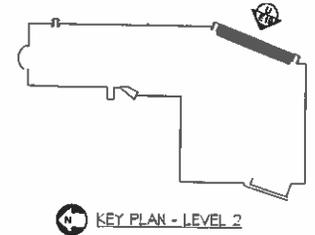
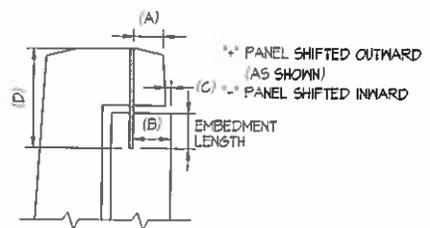
SECTION U
E19 FLOOR NO. 2



Pin #	*Distance to		Pin Location (in.)			Total Length (in.) (D)	Measured Embedment (in.)	Videoscope findings	Remarks
	L	R	to "L" edge (A)	To wall interior face(B)	Panel offset (C)				
1	40-1/2"		4-1/4	4-1/2	-3/8	11.1	3-1/8	NC	
2		16-1/2"	3-1/8	3-3/4	-1/4	NA	NA	NC	Grouted pin
3	24-5/8"		4-3/8	5	0	10.1	2-3/4	NC	
4		61-1/2"	3-1/2	3-1/4	-1/4	NA	NA	NC	Grouted pin
5		29"	4-5/8	5	-1/4	9.6	2-1/8	NC	
6	25-1/2"		3-1/8	3-1/2	-1/8	12.3	5	NC	
7	45-1/2"		NA	3-3/4	-1/8	NA	NA	NC	Grouted pin
8		91-1/4"	4-1/2	4-1/2	-1/4	10.7	3-1/8	IC	
9		42-3/4"	3-1/4	3-3/8	-1/4	NA	NA	NC	
10		17"	4-1/4	4-5/8	-1/4	9.2	1 5/8	NC	
11	20-1/2"		4-1/2	4-7/8	0	11	3-1/4	NC	
12		93-1/2"	4-1/2	4-3/8	1/4	10.4	4-1/8	NC	
13		43-1/2"	NA	3-5/8	-1/4	NA	NA	NC	Grouted pin
14		19-1/2"	4-1/8	4-1/4	-1/4	11.3	3-1/8	NC	
15		47"	3-1/2	3-1/2	-1/8	NA	NA	NC	Grouted pin
16		93"	4-1/2	4-5/8	1/2	8.3	3-1/8	NC	
17		42"	3-1/2	3-1/2	-3/8	NA	NA	NC	Grouted pin
18		23"	4-1/2	4-1/2	1/2	NA	NA	NC	
19		17"	2-1/2	3-7/8	-3/8	9.8	2-7/8	NC	
20	23-1/4"		4	4-1/8	1/8	10	3-3/8	NC	
21	42-1/4"		3-3/8	3-1/2	-1/8	NA	NA	NC	
22	95"		4-1/4	4-5/8	-1/2	NA	NA	NC	
23		44"	3-1/2	3-1/2	-1/8	NA	NA	NC	Grouted pin
24		25"	4-1/2	4-5/8	-1/8	NA	NA	NC	
25	22-1/2"		4-1/4	4-3/4	0	NA	NA	NC	
26	45"		3-1/2	4	0	NA	NA	NC	Grouted pin
27		45"	3-1/4	4-1/8	+3/8	NA	NA	NC	Grouted pin
28		17-1/2"	4	4-5/8	+1/8	9.7	3-7/8	NC	
29	24"		3-7/8	4	-1/4	9.6	2-1/8	NC	
30	45"		3-3/8	3-1/2	-1/4	NA	NA	NC	Grouted pin
31		49"	4-1/8	4-3/8	+1/8	8.2	1-7/8	NC	
32		42-1/2"	3-1/4	4	+1/8	NA	NA	NC	Grouted pin
33		19-1/2"	4	4-1/2	+1/8	9.6	3-3/8	NC	
34	24"		4	4-1/2	+3/8	NA	NA	NC	
35	28"		NA	4-7/8	+3/8	NA	NA	NC	
36	42"		NA	4	+1/4	NA	NA	NC	Grouted pin
37		45"	NA	4-1/2	+5/8	NA	NA	NC	Grouted pin
38		21"	3-7/8	4-3/4	+5/8	9.9	3-3/8	NC	
39	35-1/2"		4-1/4	4	+1/4	9.9	4-3/8	NC	

Pin #	*Distance to		Pin Location (in.)			Total Length (in.) (D)	Measured Embedment (in.)	Videoscope findings	Remarks
	L	R	to "L" edge (A)	To wall interior face(B)	Panel offset (C)				
40	45-1/2"		NA	3-7/8	+1/4	NA	NA	NC	Grouted pin
41		18"	4-1/8	4-3/4	+3/8	9.5	3-3/4	NC	
42	20-1/2"		4-3/8	3	+1/8	9.1	3-1/4	NC	
43		44-1/2"	NA	NA	0	NA	NA	C	
44	23-1/2"		4-7/8	5	+1/8	9.3	3	NC	
45	63"		NA	4	+1/4	NA	NA	NC	Grouted pin
46		14"	4-3/4	5-1/4	+1/4	9.2	2-7/8	C	

*Distance- measured from face of column to center of pin (L left, R right)



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CTLGroup COA No.: 184-001248

Pin Inspection Summary
O'Donnell Parking Garage
Milwaukee, WI.

ISSUE		
No.	Description	Date

CTLGroup No.: **210748**
Drawn: **AMS**
Checked: **SW**
Date: **07SEP10**
Scale: **NTS**

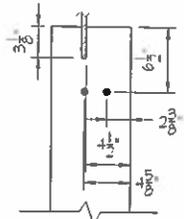
Title:
**Section U/E19
Floor No. 2**

Sheet No.:
A-6

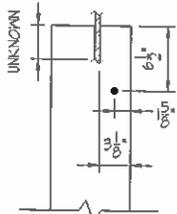
SECTION **U**
E19

FLOOR NO. 2

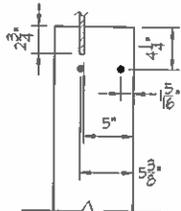
* PRESENCE OF OUTER FACE HORIZONTAL REBAR INCONCLUSIVE
 ▲ REBAR PRESENT; DEPTH/COVER INCONCLUSIVE



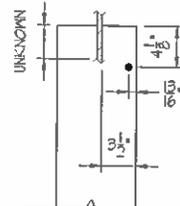
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GRIDLINES 25.9-26.5



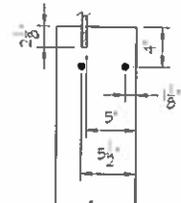
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GRIDLINES 25.9-26.5



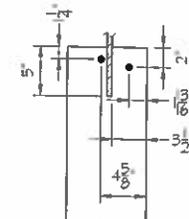
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GRIDLINES 26.5-27.5



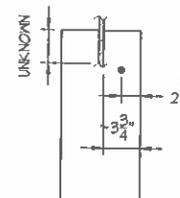
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GRIDLINES 26.5-27.5



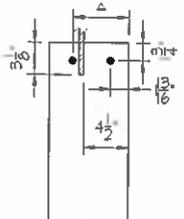
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GRIDLINES 26.5-27.5



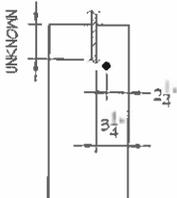
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GRIDLINES 27.5-28.5



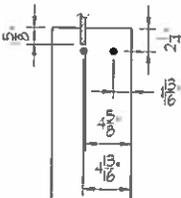
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GRIDLINES 27.5-28.5



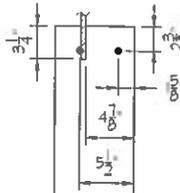
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GRIDLINES 27.5-28.5



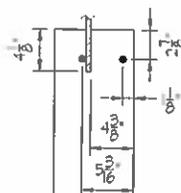
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GRIDLINES 27.5-28.5



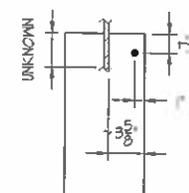
PIN #10
GRIDLINES 27.5-28.5



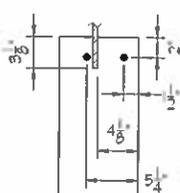
PIN #11
GRIDLINES 28.5-29.5



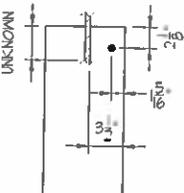
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GRIDLINES 28.5-29.5



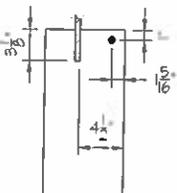
* PIN #13
GRIDLINES 28.5-29.5



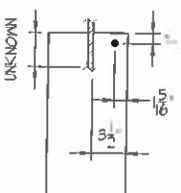
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GRIDLINES 28.5-29.5



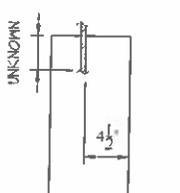
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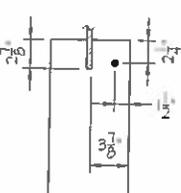
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GRIDLINES 29.5-30



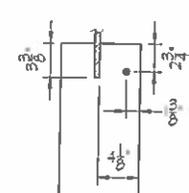
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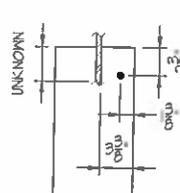
* PIN #18
GRIDLINES 29.5-30



* PIN #19
GRIDLINES 29.5-30



* PIN #20
GRIDLINES 30-31



* PIN #21
GRIDLINES 30-31

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CTLGroup COA No.: 184-001246

Pin Inspection Summary

O'Donnell Parking Garage
 Milwaukee, WI.

ISSUE		
No.	Description	Date

CTLGroup No.: 210748
Drawn: AMS
Checked: SW
Date: 07SEP10
Scale: NTS

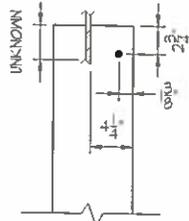
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Sheet No.:	A-7
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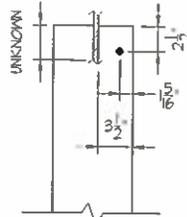
SECTION **U**
E19

FLOOR NO. 2

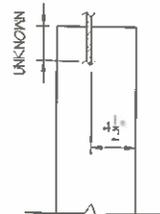
* PRESENCE OF OUTER FACE HORIZONTAL REBAR INCONCLUSIVE



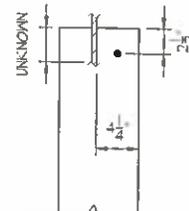
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GRIDLINES 30-31



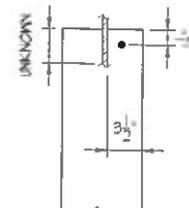
* PIN #23
GRIDLINES



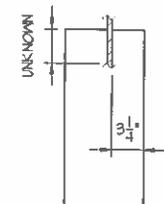
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GRIDLINES 30-31



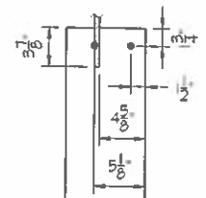
* PIN #25
GRIDLINES 31-32



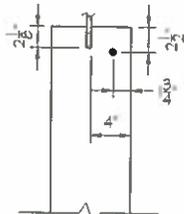
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GRIDLINES 31-32



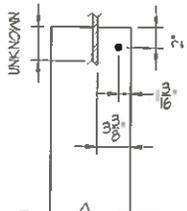
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GRIDLINES 31-32



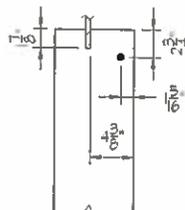
PIN #28
GRIDLINES 31-32



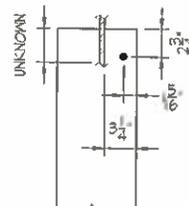
* PIN #29
GRIDLINES 32-33



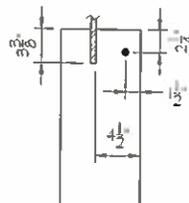
* PIN #30
GRIDLINES 32-33



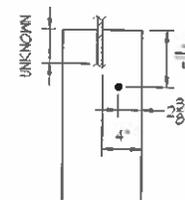
* PIN #31
GRIDLINES 32-33



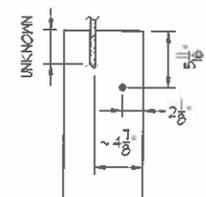
* PIN #32
GRIDLINES 32-33



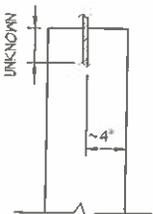
* PIN #33
GRIDLINES 32-33



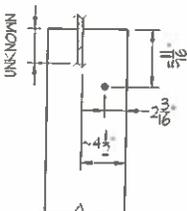
* PIN #34
GRIDLINES 33-34



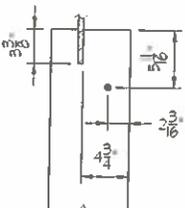
* PIN #35
GRIDLINES 33-34



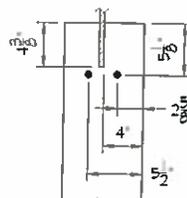
* PIN #36
GRIDLINES 33-34



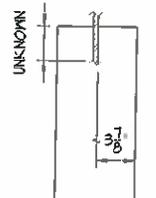
* PIN #37
GRIDLINES 33-34



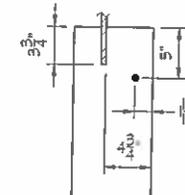
* PIN #38
GRIDLINES 33-34



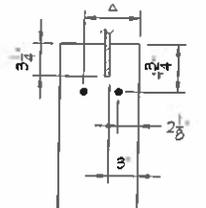
PIN #39
GRIDLINES 34-35



* PIN #40
GRIDLINES 34-35



* PIN #41
GRIDLINES 34-35



PIN #42
GRIDLINES 35-36

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Pin Inspection Summary

O'Donnell Parking Garage
Milwaukee, WI.

ISSUE		
No.	Description	Date

CTLGroup No.: **210748**
Drawn: **AMS**
Checked: **SW**
Date: **07SEP10**
Scale: **NTS**

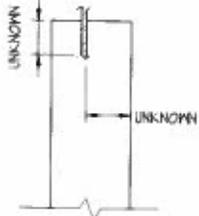
Title:
**Section U/E19
Floor No. 2**

Sheet No.:
A-8

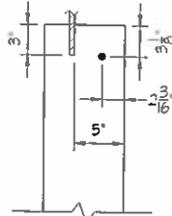
SECTION $\frac{U}{E19}$

FLOOR NO. 2

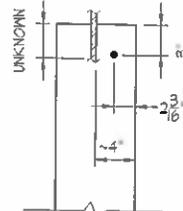
* PRESENCE OF OUTER FACE HORIZONTAL REBAR INCONCLUSIVE



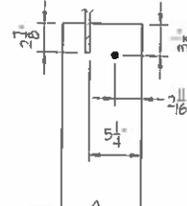
* PIN #43
GRIDLINES 35-36



* PIN #44
GRIDLINES 36-37



* PIN #45
GRIDLINES 36-37



* PIN #46
GRIDLINES 36-37

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Pin Inspection Summary

O'Donnell Parking Garage
Milwaukee, WI.

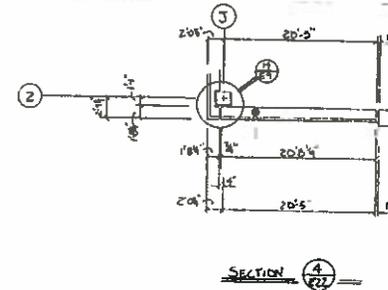
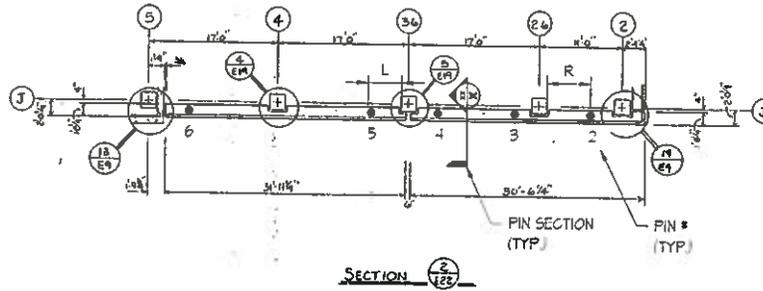
ISSUE		
No.	Description	Date

CTLGroup No. 210748
Drawn: AMS
Checked: SW
Date: 07SEP10
Scale: NTS

Title:
Section U/E19 Floor No. 2

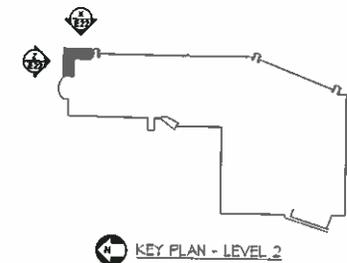
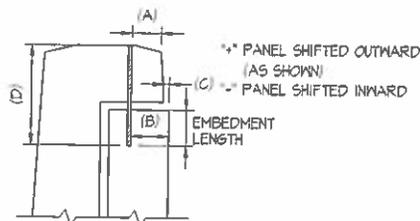
Sheet No.
A-9

SECTION Z/E22 - X/E22 FLOOR NO. 2



Pin #	*Distance to		Pin Location (in.)			Total Length (in.) (D)	Measured Embedment (in.)	Videoscope findings	Remarks
	L	R	To 'L' edge (A)	To wall interior face (B)	Panel offset (C)				
1		39-1/2"	3-3/4	4-1/4	0	13.4	6-1/4	NC	NA to the back
2	37"		4	3-1/2	-1/2	14.2	7	NC	
3	35"		3-3/4	-1/2		13.5	6-1/2		
4	111"		4	4	-1/8	9.1	2	C	
5	40"		4-3/8	4	0	13.6	6	NC	
6		47"	4	3-7/8	0	12.8	5-1/4	NC	

*Distance- measured from face of column to center of pin (L- left, R- right)



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Pin Inspection Summary

O'Donnell Parking Garage
 Milwaukee, WI.

ISSUE		
No.	Description	Date

CTLGroup No.: **210748**
 Drawn: **AMS**
 Checked: **SW**
 Date: **07SEP10**
 Scale: **NTS**

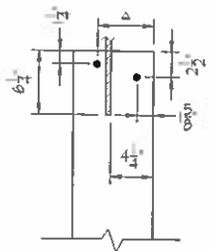
Title:
**Section Z/E22,
 X/E22
 Floor No. 2**

Sheet No.:
A-10

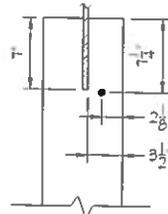
SECTION $\frac{Z}{E22} \sim \frac{X}{E22}$

FLOOR NO. 2

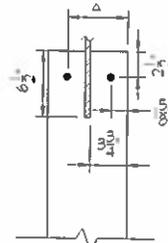
* PRESENCE OF OUTER FACE HORIZONTAL REBAR INCONCLUSIVE
 ▲ REBAR PRESENT; DEPTH/COVER INCONCLUSIVE



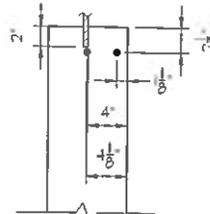
PIN #1
GRIDLINES J1-J



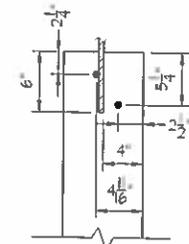
* PIN #2
GRIDLINES 2-2.6



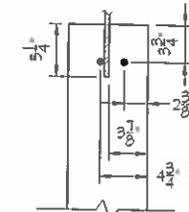
PIN #3
GRIDLINES 2.6-3.6



PIN #4
GRIDLINES 2.6-3.6



PIN #5
GRIDLINES 3.6-4



PIN #6
GRIDLINES 4-5

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Pin Inspection Summary

O'Donnell Parking Garage
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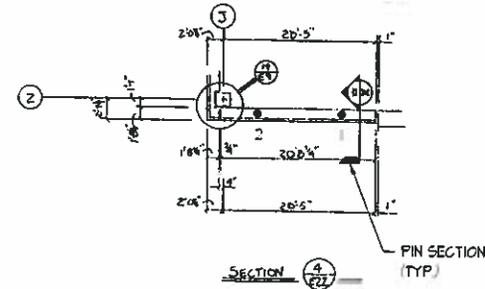
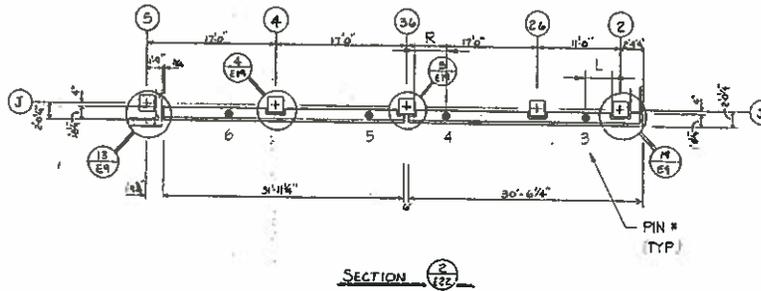
ISSUE		
No.	Description	Date

CTLGroup No.: 210748
Drawn: AMS
Checked: SW
Date: 07SEP10
Scale: NTS

Title:
**Section Z/E22,
 X/E22
 Floor No. 2**

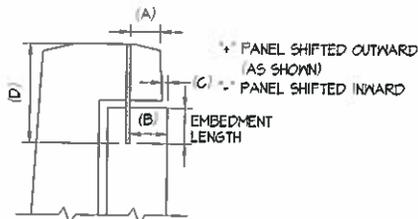
Sheet No.:
A-11

SECTION $\frac{Z}{E22} \sim \frac{X}{E22}$ FLOOR NO. 3



Pin #	*Distance to		Pin Location (in.)			Total Length (in.) (D)	Measured Embedment (in.)	Videoscope findings	Remarks
	L	R	to 'L' edge (A)	To wall interior face (B)	Panel offset (C)				
1	52"		4	4	0	17.75	10	NC	
2		48"	4-3/4	5	+1/2	NA		NC	Measured fr. end of panel. Coil rod, pin top deep, not exposed
3	33"		5	4-3/8	-1/8	12.5	5	NC	
4		52"	4	4-1/2	+3/4	13	5-1/4	NC	
5	54-1/2"		4	4-1/8	+3/4	13.9	6	NC	
6	115"		4-1/8	4-1/4	+3/8	13.2	5-1/2	NC	

*Distance- measured from face of column to center of pin (L- left, R- right)



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Pin Inspection Summary

O'Donnell Parking Garage
Milwaukee, WI.

ISSUE		
No.	Description	Date

CTLGroup No. 210748
Drawn: AMS
Checked: SW
Date: 07SEP10
Scale: NTS

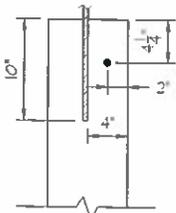
Title:
**Section Z/E22,
X/E22
Floor No. 3**

Sheet No.:
A-12

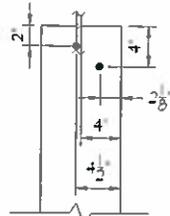
SECTION $\frac{Z}{E22} \sim \frac{X}{E22}$

FLOOR NO. 3

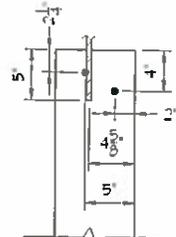
* PRESENCE OF OUTER FACE HORIZONTAL REBAR INCONCLUSIVE
 △ REBAR PRESENT: DEPTH/COVER INCONCLUSIVE



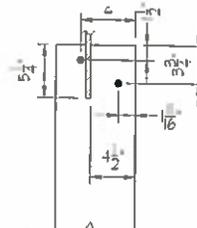
* PIN #1
GRIDLINES J1-J



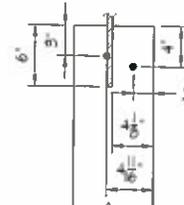
PIN #2
GRIDLINES J1-J



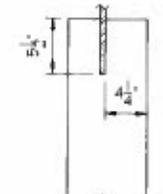
PIN #3
GRIDLINES 2-2.6



PIN #4
GRIDLINES 2.6-3.6



PIN #5
GRIDLINES 3.6-4



PIN #6
GRIDLINES 4-5
NOTE: NO RADAR
DATA OBTAINED



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Pin Inspection Summary

O'Donnell Parking Garage
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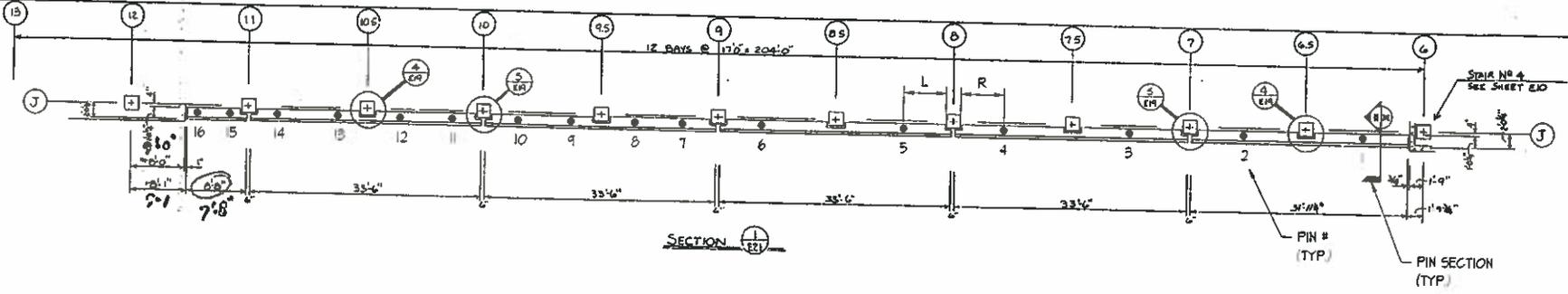
ISSUE		
No.	Description	Date

CTLGroup No.: **210748**
 Drawn: **AMS**
 Checked: **SW**
 Date: **07SEP10**
 Scale: **NTS**

Title:
**Section Z/E22,
 X/E22
 Floor No. 3**

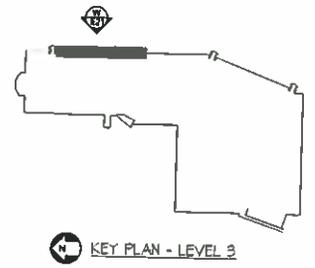
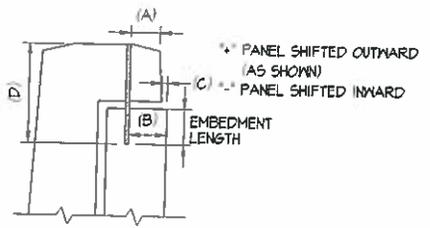
Sheet No.:
A-13

SECTION $\frac{W}{E21}$ FLOOR NO. 3



Pin #	Distance to		Pin Location (in.)			Total Length (in.) (D)	Measured Embedment (in.)	Videoscope findings	Remarks
	L	R	to 'L' edge (A)	To wall interior face (B)	Panel offset (C)				
1	67'-1/2"		4-1/8	4-1/8	0	14	6-1/4	NC	#5 Coil rod
2	124'-1/2"		3-5/8	4	-1/8	13.9	6	NC	#5 Coil rod
3	66"		3-7/8	4	-1/8	13.8	5-3/4	NC	
4	25'-3"		3-7/8	3-3/4	1/4	13.1	5	NC	
5	62'-1/4"		3-5/8	4-1/8	+1/8	12.5	4-1/2	C	
6	25'-6"		3-7/8	4-1/2	+1/2	13.5	5-1/2	NC	
7	14'-1/2"		4-1/8	3-3/4	+1/8	12.6	4-3/4	IC	
8	14'-1"		4-1/8	3	-3/8	12.4	4-5/8	NC	
9	13'-1/2"		4-1/8	3-1/4	-1/4	11.5	3-3/4	NC	
10	160"		4-1/8	4	0	10.6	2-3/4	NC	
11	13'-1/2"		4-5/8	4-1/2	+3/8	11.3	3-1/8	C	
12	164"		4-5/8	5-1/8	1/4	12.9	5	NC	
13	13'-1/2"		4-5/8	5	0	11.8	3-7/8	NC	
14	14'-3"		5-5/8	5-1/4	0	11.6	4	C	Small crack along the edge
15	7"		4-1/8	4-1/4	0	10.8	3-1/4	C	
16	66'-1/2"		4-1/8	4-1/2	0	10.6	2-7/8	C	Small crack along the edge

*Distance- measured from face of column to center of pin (L- left, R- right)



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Pin Inspection Summary
 O'Donnell Parking Garage
 Milwaukee, WI.

ISSUE		
No.	Description	Date

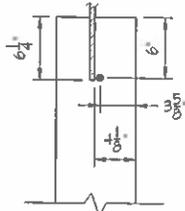
CTLGroup No. **210748**
 Drawn: **AMS**
 Checked: **SW**
 Date: **07SEP10**
 Scale: **NTS**

Title:
**Section W/E21
 Floor No. 3**

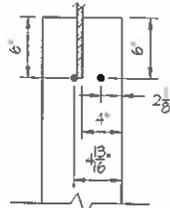
Sheet No.:
A-14

SECTION **W**
E21 FLOOR NO. 3

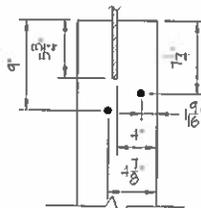
* PRESENCE OF OUTER FACE HORIZONTAL REBAR INCONCLUSIVE
 ▲ REBAR PRESENT, DEPTH/COVER INCONCLUSIVE



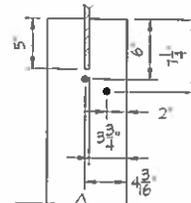
PIN #1
GRIDLINES 6-6.5



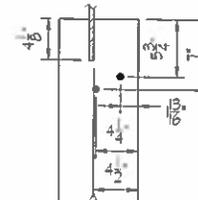
PIN #2
GRIDLINES 6.5-7



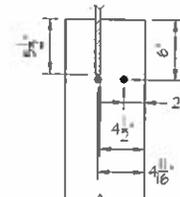
PIN #3
GRIDLINES 7-8



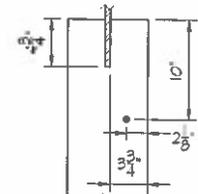
PIN #4
GRIDLINES 7-8



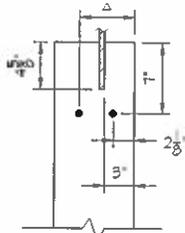
PIN #5
GRIDLINES 8-4



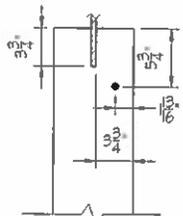
PIN #6
GRIDLINES 8-4



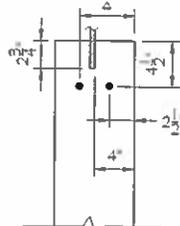
* PIN #7
GRIDLINES 9-4.5



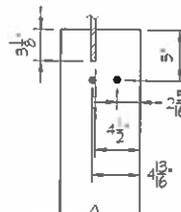
PIN #8
GRIDLINES 9-4.5



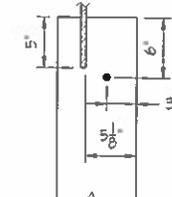
* PIN #9
GRIDLINES 9.5-10



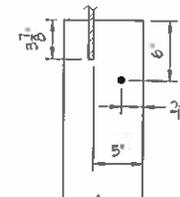
PIN #10
GRIDLINES 9.5-10



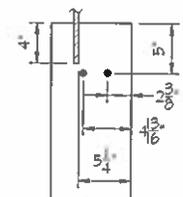
PIN #11
GRIDLINES 10-10.5



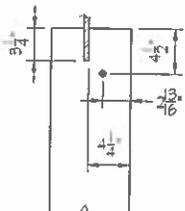
* PIN #12
GRIDLINES 10-10.5



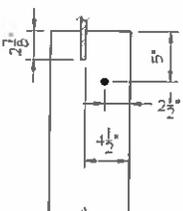
* PIN #13
GRIDLINES 10.5-11



PIN #14
GRIDLINES 10.5-11



* PIN #15
GRIDLINES 11-12



* PIN #16
GRIDLINES 11-12

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Pin Inspection Summary

O'Donnell Parking Garage
 Milwaukee, WI.

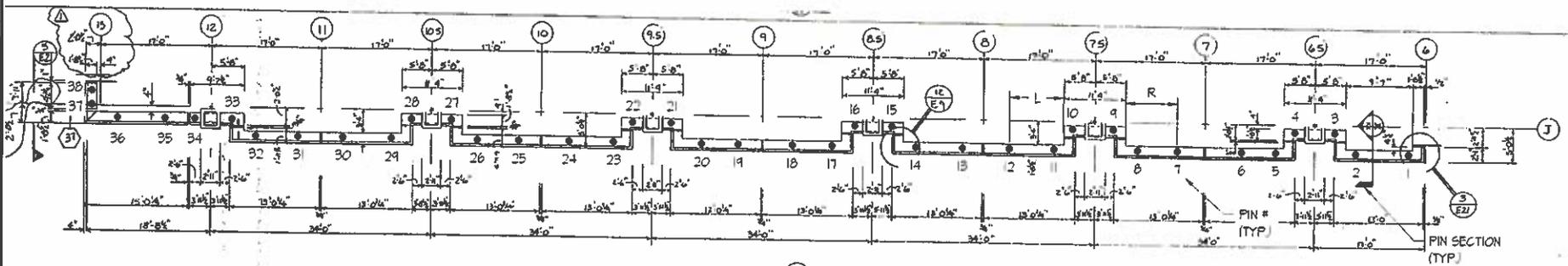
ISSUE		
No.	Description	Date

CTLGroup No. 210748
Drawn: AMS
Checked: SW
Date: 07SEP10
Scale: NTS

Title:
Section W/E21 Floor No. 3

Sheet No.:
A-15

SECTION W
E21 GARDEN LEVEL

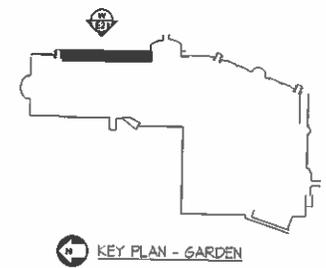
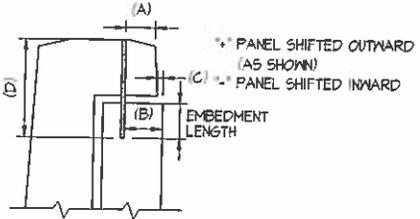


SECTION 2
E21

Pin #	*Distance to		Pin Location (in.)			Total Length (in.) (D)	Measured Embedment (in.)	Videoscope findings	Remarks
	L	R	to "L" edge (A)	To wall interior face(B)	Panel offset (C)				
1	12-3/4"		3-1/2	3-1/2	+1/8	13.8	4	IC	Debris around pin
2		27-1/2"	3-1/2	NA	+1/4	13.7	3-3/4	IC	Debris around pin
3	26"		3-1/2	3-1/4	+1/4	14.9	4-7/8	IC	Debris around pin
4		24"	3-7/8	NA	0	15.2	5-1/8	IC	Debris around pin
5	9"		4-1/4	4-1/2	0	13.1	2-3/4	NC	
6	89"		4	3-5/8	0	14.0	5-1/4	NC	
7		105-3/4"	3-7/8	3-1/4	+3/8	15.5	6-1/4	NC	Slight spall
8		26"	3-5/8	3-3/8	+1/8	14.5	4-1/4	NC	
9	26-1/2"		3-3/8	4-1/8	0	12.9	2-7/8	IC	Debris around pin
10		21"	4-1/2	5	0	13.3	3	C	Spall
11	29-3/4"		3-1/2	3-3/4	0	13.2	3-1/8	C	Spall
12	108-1/2"		4	4-3/4	-1/4	13.3	2-3/4	C	
13		103-1/2"	3-3/4	4-1/2	0	13.0	2-5/8	NC	Slight spall
14		26"	3	3-1/4	0	12.7	2-5/8	NC	
15	27"		3-5/8	3-3/4	+1/4	13.4	3-1/4	NC	
16		25"	4	5	0	13.0	2-1/2	C	
17	31-1/2"		3-1/2	3-5/8	0	13.0	2-1/2	C	
18	108"		3-3/4	4	-1/8	12.9	2-3/4	NC	Slight spall
19		102-1/2"	3-5/8	4-1/2	0	13.0	2-1/2	NC	
20		24"	3-1/2	4-1/8	-1/8	13.5	3-1/2	IC	Debris around pin
21	24-3/4"		3-1/2	4-3/4	0	13.2	3	IC	Debris around pin
22		20-3/4"	3-3/4	4-1/4	0	13.6	3-5/8	IC	Narrow gap
23	10-1/2"		3-7/8	4	+1/4	13.4	3-1/4	NC	
24	110"		4	3-1/2	-1/4	13.4	3-1/8	C	Spall
25		108-1/4"	4-1/2	5	0	13.5	3-1/4	NC	Slight spall
26	18-1/2"		4-1/4	4-1/2	0	12.9	2-3/4	C	
27	18-1/2"		4-1/8	4-3/4	+1/4	13.8	3-5/8	NC	
28		19-3/4"	4-5/8	5-5/8	0	12.6	2-1/4	C	
29	11-1/4"		4	4-1/8	0	13.2	3	NC	
30	105-1/2"		4-1/2	5-3/8	0	13.2	2-7/8	C	Spalls
31		109"	4	4-1/2	0	13.1	2-5/8	C	
32		11"	4-1/4	4-5/8	0	13.0	2-1/2	C	

Pin #	*Distance to		Pin Location (in.)			Total Length (in.) (D)	Measured Embedment (in.)	Videoscope findings	Remarks
	L	R	to "L" edge (A)	To wall interior face(B)	Panel offset (C)				
33	16"		4-3/8	6	+1/4	12.9	2-3/4	C	
34	14-1/2"		4-1/4	4	0	13.2	2-3/4	C	Spall
35	57"		4-1/4	4	+1/4	12.8	2-3/8	C	Spall
36		24"	4-1/4	4-3/4	+1/4	BR		IC	Slight spall
37		38-1/2"	3-1/2	3-1/2	-3/4	13.3	2-1/4	IC	Debris around pin
38		15-1/4"	3-1/4	3	-3/4	13.3	2-1/4	IC	Debris around pin

*Distance- measured from face of column to center of pin (L- left, R- right)



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CTLGroup COA No.: 184-001246

Pin Inspection Summary
O'Donnell Parking Garage
Milwaukee, WI.

ISSUE		
No.	Description	Date

CTLGroup No. **210748**
Drawn: **AMS**
Checked: **SW**
Date: **07SEP10**
Scale: **NTS**

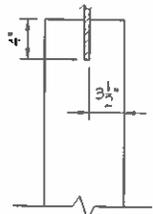
Title:
**Section W/E21
Garden**

Sheet No.:
A-16

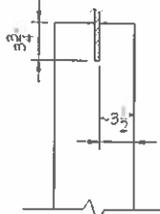
SECTION **W**
E21

GARDEN LEVEL

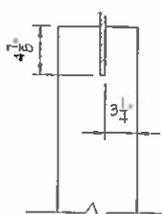
* PRESENCE OF OUTER FACE HORIZONTAL REBAR INCONCLUSIVE
 Δ REBAR PRESENT; DEPTH/COVER INCONCLUSIVE
 ** DEPTH/COVER INCONCLUSIVE DUE TO INSUFFICIENT SPACE TO PERFORM RADAR SCAN



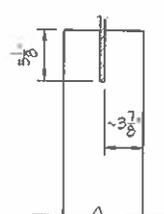
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GRIDLINES 6-6.5
NO SCAN PERFORMED



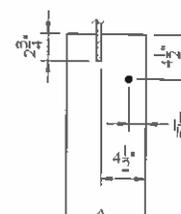
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GRIDLINES 6-6.5
NO SCAN PERFORMED



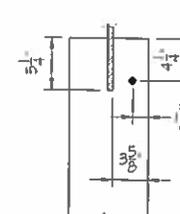
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GRIDLINES 6-6.5
NO SCAN PERFORMED



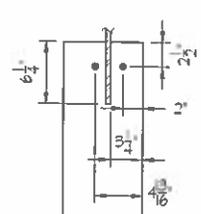
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GRIDLINES 6.5-7
NO SCAN PERFORMED



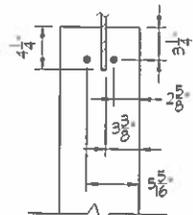
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GRIDLINES 6.5-7



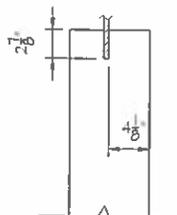
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GRIDLINES 6.5-7



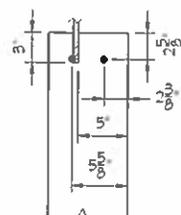
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GRIDLINES 7-7.5



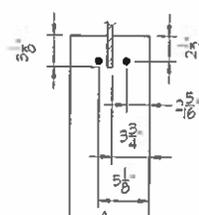
PIN #8
GRIDLINES 7-7.5



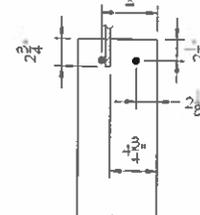
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GRIDLINES 7-7.5



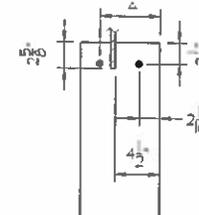
PIN #10
GRIDLINES 7.5-8



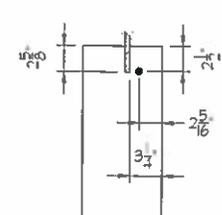
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GRIDLINES 7.5-8



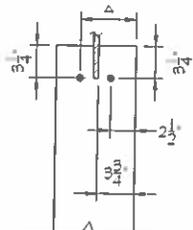
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GRIDLINES 7.5-8



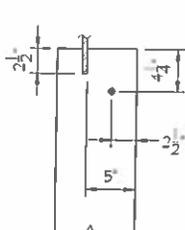
PIN #13
GRIDLINES 8-8.5



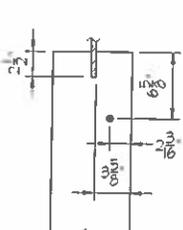
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GRIDLINES 8-8.5



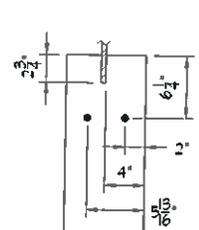
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GRIDLINES 8-8.5



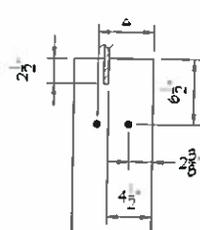
* PIN #16
GRIDLINES 8.5-9



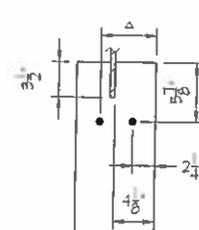
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GRIDLINES 8.5-9



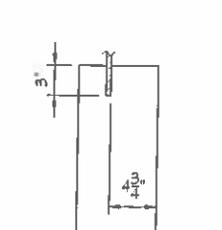
PIN #18
GRIDLINES 8.5-9



PIN #19
GRIDLINES 9-9.5



PIN #20
GRIDLINES 9-9.5



** PIN #21
GRIDLINES 9-9.5

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CTLGroup COA No.: 184-001246

Pin Inspection Summary

O'Donnell Parking Garage
 Milwaukee, WI.

ISSUE		
No.	Description	Date

CTLGroup No. 210748
Drawn: AMS
Checked: SW
Date: 07SEP10
Scale: NTS

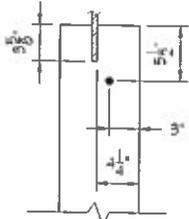
Title:
**Section W/E21
 Garden**

Sheet No.:
A-17

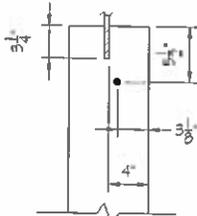
SECTION **W**
E21

GARDEN LEVEL

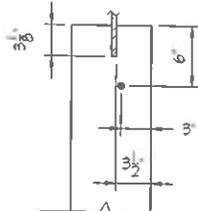
* PRESENCE OF OUTER FACE HORIZONTAL REBAR INCONCLUSIVE
 Δ REBAR PRESENT; DEPTH/COVER INCONCLUSIVE
 ** DEPTH/COVER INCONCLUSIVE DUE TO INSUFFICIENT SPACE TO PERFORM RADAR SCAN



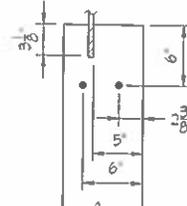
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GRIDLINES 9.5-10



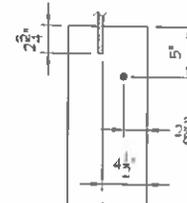
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GRIDLINES 9.5-10



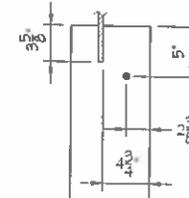
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GRIDLINES 9.5-10



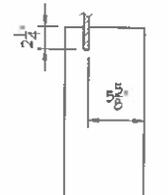
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GRIDLINES 10-10.5



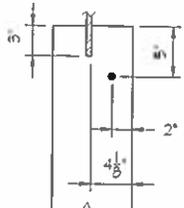
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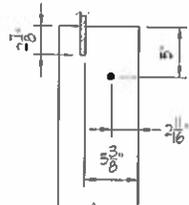
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GRIDLINES 10-10.5



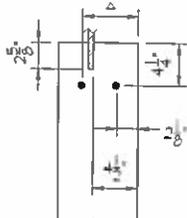
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GRIDLINES 10.5-11



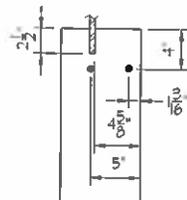
PIN #29
GRIDLINES 10.5-11



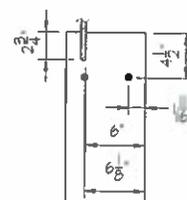
* PIN #30
GRIDLINES 10.5-11



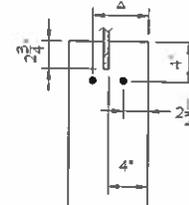
PIN #31
GRIDLINES 11-12



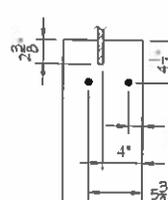
PIN #32
GRIDLINES 11-12



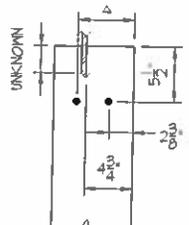
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GRIDLINES 11-12



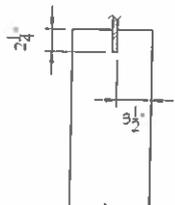
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GRIDLINES 12-13



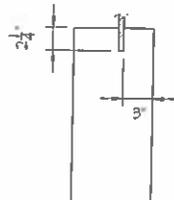
PIN #35
GRIDLINES 12-13



PIN #36
GRIDLINES 12-13



** PIN #37
GRIDLINE 13



** PIN #38
GRIDLINE 13

Pin Inspection Summary

O'Donnell Parking Garage
Milwaukee, WI.

ISSUE		
No.	Description	Date

CTLGroup No.: **210748**
 Drawn: **AMS**
 Checked: **SW**
 Date: **07SEP10**
 Scale: **NTS**

Title:
**Section W/E21
Garden**

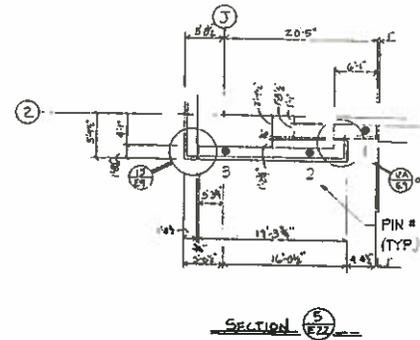
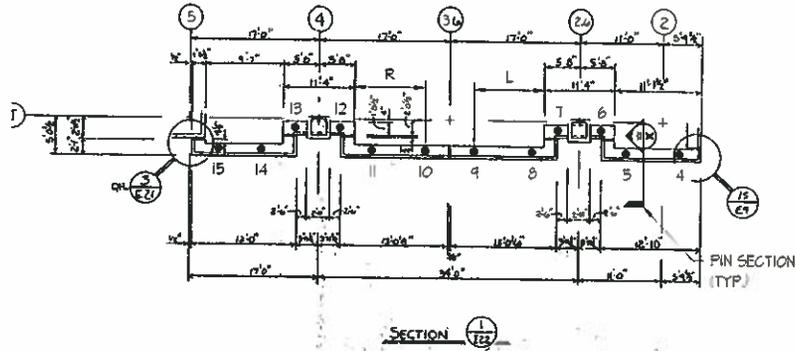
Sheet No.:
A-18

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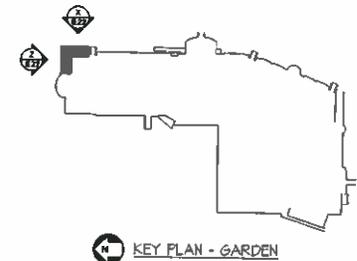
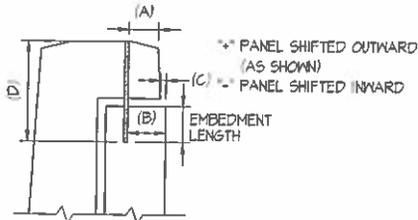
CTLGroup COA No.: 184-001246

SECTION Z/E22 - X/E22
GARDEN LEVEL



Pin #	*Distance to		Pin Location (in.)			Total Length (in.) (D)	Measured Embedment (in.)	Videoscope findings	Remarks	
	L	R	to L edge (A)	To wall interior face (B)	Panel offset (C)					
1			3-3/4"	NA	4	0	NR	NC	Loose bolt?	
2	31"			NA	4	-1/8	NR	C	Slight crack	
3		69"		4	4-1/2	-1/8	NR	NC	Slight spall	
4	18-1/4"			4-1/4	4-3/4	0	BR	C	Coil rod	
5		6-1/4"		3-7/8	2-3/4	+1/4	12.6	2-3/8	C	Coil rod
6	26"			3-3/4		0	13.8	3-5/8	IC	Debris around pin
7		18"		4-1/4	3	0	13.2	2-5/8	NC	
8	15-1/2"			NA	3-5/8	+1/4	BR	C	Slight crack	
9	107"			4	4-1/2	+1/8	NR	NC	Coil rod	
10		101-3/4"		3-7/8	4-3/4	+1/2	NR	NC	Coil rod	
11		26-1/2"		3-3/4	4	+1/4	NR	IC	Coil rod	
12		27"		3-3/4	3	0	13.4	3-1/8	IC	Debris around pin
13	28"			3-3/4	3-3/4	0	13.3	3-1/8	NC	
14	30-1/2"			3-3/4	NA	0	NR	NC	Pin not embedded in parapet wall	
15	30"			4	4-1/4	0	NR	NC	Coil rod	

*Distance- measured from face of column to center of pin (L- left, R- right)



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ENGINEERS & CONSTRUCTION TECHNOLOGY CONSULTANTS

CTLGroup COA No.: 184-001246

Pin Inspection Summary

O'Donnell Parking Garage
Milwaukee, WI.

ISSUE		
No.	Description	Date

CTLGroup No. **210748**
Drawn: **AMS**
Checked: **SW**
Date: **07SEP10**
Scale: **NTS**

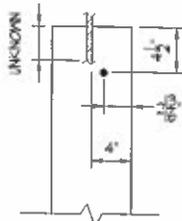
Title:
**Section Z/E22,
X/E22
Garden**

Sheet No.:
A-19

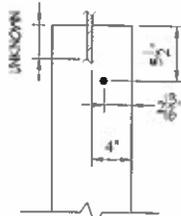
SECTION $\frac{Z}{E22} \sim \frac{X}{E22}$

GARDEN LEVEL

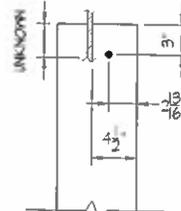
* PRESENCE OF OUTER FACE HORIZONTAL REBAR INCONCLUSIVE



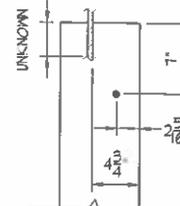
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GRIDLINE 2



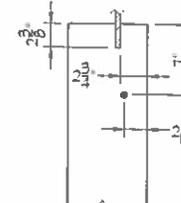
* PIN #2
GRIDLINE 2



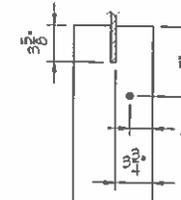
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GRIDLINE 2



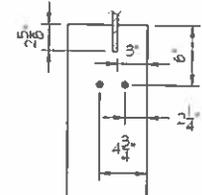
* PIN #4
GRIDLINES 2-2.6



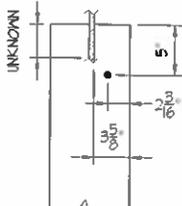
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GRIDLINES 2-2.6



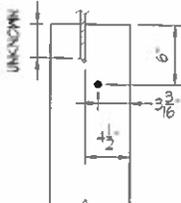
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GRIDLINES 2-2.6



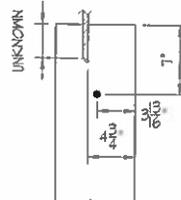
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GRIDLINES 2.6-3.6



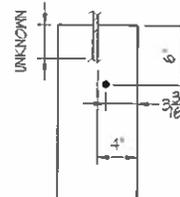
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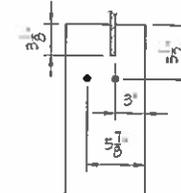
* PIN #9
GRIDLINES 2.6-3.6



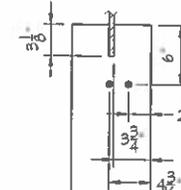
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GRIDLINES 3.6-4



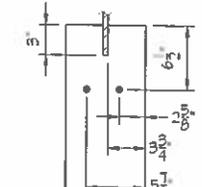
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GRIDLINE 3.6-4



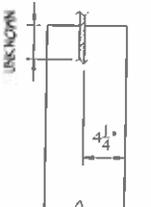
PIN #12
GRIDLINES 3.6-4



PIN #13
GRIDLINES 4-5



PIN #14
GRIDLINES 4-5



* PIN #15
GRIDLINES 4-5



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CTLGroup COA No.: 184-001248

Pin Inspection Summary

O'Donnell Parking Garage
Milwaukee, WI.

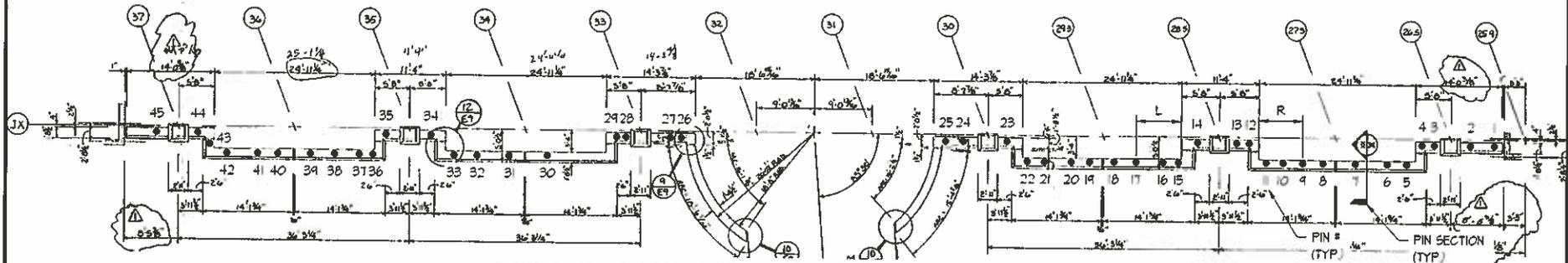
ISSUE		
No.	Description	Date

CTLGroup No.: 210748
Drawn: AMS
Checked: SW
Date: 07SEP10
Scale: NTS

Title:	Section Z/E22, X/E22 Garden
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Sheet No.:	A-20
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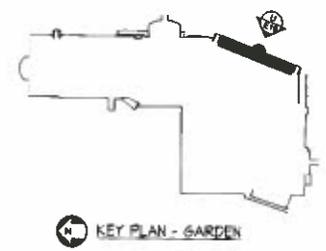
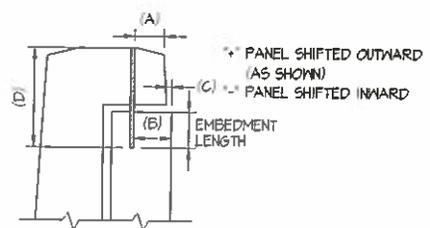
SECTION U
E19 GARDEN LEVEL



Pin #	*Distance to		Pin Location (in.)			Total Length (in.) (D)	Measured Embedment (in.)	Videoscope findings	Remarks
	L	R	to "L" edge (A)	To wall interior face (B)	Panel offset (C)				
1	23"		NA	4-7/8	0	BR		NC	
2	44"		3-3/4	3-3/4	0	EC		C	Grouted pin
3	20"		NA	3-5/8	0	BR		NC	Grouted pin
4	37"		4-1/2	5	0	NR		NC	Grouted?
5	3"		4-1/4	4	0	12.8	3-1/2	NC	
6	14"		3-1/2	3-1/4	1/4	EC		C	
8	**17-1/2"	**30"	4-3/8	4-1/2	-1/4	13.2	3-3/4	NC	Grouted pin
9	197"		NA	3-3/8	1/2	BR		NC	
10	285-1/2"		3-1/2	3-3/8	0	EC		C	Grouted pin
11	293"		5-5/8	5-1/4	0	13.1	2	NC	
12		35-1/2"	4-3/4	5-3/8	0	15.1	5-1/2	NC	Grouted pin
13		19-1/2"	NA	4	3/8	BR		NC	
14		20"	NA	4	0	BR		NC	Grouted pin
15	8"		5-1/4	5	1/4	BR		C	
16	13"		3	3-1/4	1/4	EC		NC	
17	102"		NA	3-1/4	3/8	BR		C	Grouted pin
18	124"		5	5	1/8	14.3	5-1/2	NC	
19	176-1/2"		4-1/2	4	1/8	13.8	4-1/2	NC	
20	196-1/2"		2	3-1/2	0	BR		C (Spall)	Grouted pin
21		14"	3-1/2	3-3/4	1/4	EC		C (Spall)	Grouted pin
22		8"	5-3/8	5-1/2	3/8	12.8	2-5/8	C	
23	20"		3	3-3/4	0	BR		NC	Grouted pin
24		43"	3-1/2	3-1/4	1/4	EC		C	Spall
25		8"	-	4-3/4	0	BR		NC	Slight spall
26	14-1/2"		5	5-1/4	1/8	EC		NC	
27	18"		4-1/2	4-3/4	1/8	NR		NC	Slight spall
28	34-1/2"		4-1/4	3-7/8	5/16	9.9	3-3/4	C	
29	36-1/2"		4-1/4	4-1/8	5/16	10.5	1-5/8	NC	
30	120"		5	2-7/8	5/8	9.2	4-3/4	IC	
31	179"		4-1/2	4	1/4	9.0	4	C	
32	238-1/4"		4-1/2	3-3/4	3/8	9.4	4-3/8	NC	
33		6-1/2"	NA	3-3/4	1/2	EC		NC	
34	20"		3-1/2	4	0	BR		C	In sleeve, not grouted
35		20"	5-1/2	4	1/8	BR		C	Grouted pin
36	2-1/4"		4-1/2	4	1/2	10.2	4-7/8	NC	

Pin #	*Distance to		Pin Location (in.)			Total Length (in.) (D)	Measured Embedment (in.)	Videoscope findings	Remarks
	L	R	to "L" edge (A)	To wall interior face (B)	Panel offset (C)				
37		14-1/2"	3-1/2	4	1/2	BR		NC	Grouted pin
38		8-6"	NA	3	0	BR		NC	Grouted pin
39	127-1/2"		3-3/4	3-7/8	5/8	8.4	2	NC	Slight spall
40	175"		4-3/4	5	3/8	13.2	5-3/8	C	
41	104"		NA	4	1/4	BR		C (Spall)	Grouted pin
42		14"	3-3/4	3-1/2	1/2	EC		C (Spall)	Grouted pin
43		33-1/2"	5-3/8	4-7/8	0	BR		IC	Debris around pin
44		19-1/2"	3-1/2	3-3/4	0	EC		NC	Grouted pin
45		31-1/4"	4-1/2	4	0	NR		NC	

*Distance- measured from face of column to center of pin (L- left, R- right)



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CTLGroup COA No.: 184-001246

Pin Inspection Summary
 O'Donnell Parking Garage
 Milwaukee, WI.

ISSUE		
No.	Description	Date

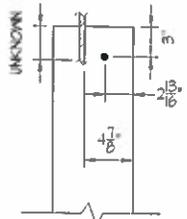
CTLGroup No.: **210748**
 Drawn: **AMS**
 Checked: **SW**
 Date: **07SEP10**
 Scale: **NTS**

Title:
Section U/E19 Garden

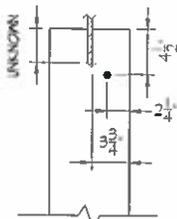
Sheet No.
A-21

SECTION **U**
E19 GARDEN LEVEL

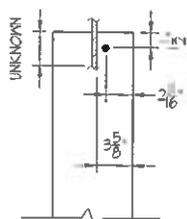
* PRESENCE OF OUTER FACE HORIZONTAL REBAR INCONCLUSIVE
 Δ REBAR PRESENT; DEPTH/COVER INCONCLUSIVE
 ** DEPTH/COVER INCONCLUSIVE DUE TO INSUFFICIENT SPACE TO PERFORM RADAR SCAN



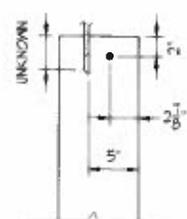
* PIN #1
GRIDLINES 25.9-26.5



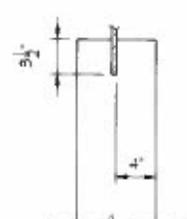
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GRIDLINES 25.9-26.5



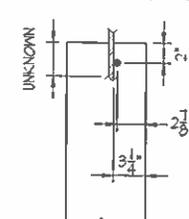
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GRIDLINES 26.5-27.5



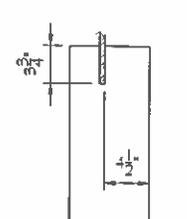
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GRIDLINES 26.5-27.5



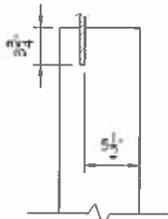
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GRIDLINES 26.5-27.5



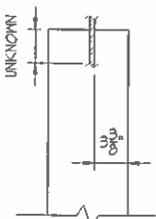
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GRIDLINES 26.5-27.5



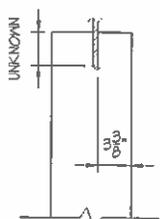
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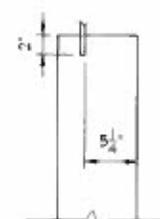
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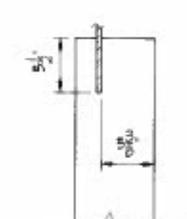
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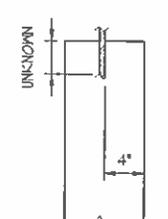
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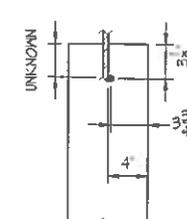
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GRIDLINES 27.5-28.5



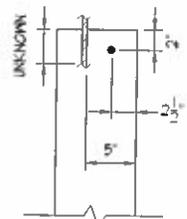
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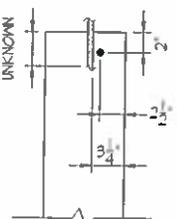
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GRIDLINES 27.5-28.5



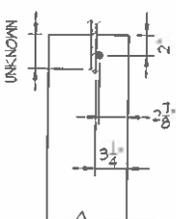
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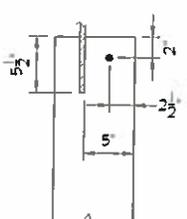
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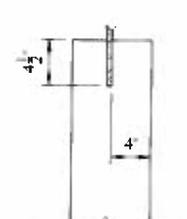
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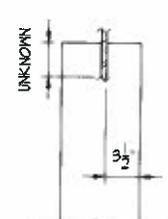
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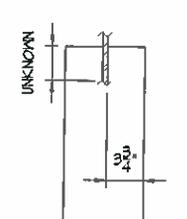
* PIN #18
GRIDLINES 28.5-29.5



** PIN #19
GRIDLINES 29.5-30



* PIN #20
GRIDLINES 29.5-30



* PIN #21
GRIDLINES 29.5-30

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CTLGroup COA No.: 184-001246

Pin Inspection Summary

O'Donnell Parking Garage
 Milwaukee, WI.

ISSUE		
No.	Description	Date

CTLGroup No.: 210748
Drawn: AMS
Checked: SW
Date: 07SEP10
Scale: NTS

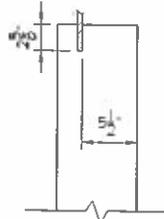
Title:
**Section U/E19
 Garden**

Sheet No.
A-22

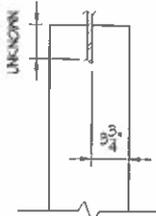
SECTION $\frac{U}{E19}$

GARDEN LEVEL

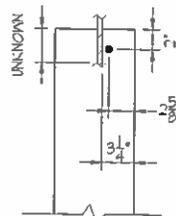
* PRESENCE OF OUTER FACE HORIZONTAL REBAR INCONCLUSIVE
 △ REBAR PRESENT; DEPTH/COVER INCONCLUSIVE
 ** DEPTH/COVER INCONCLUSIVE DUE TO INSUFFICIENT SPACE TO PERFORM RADAR SCAN



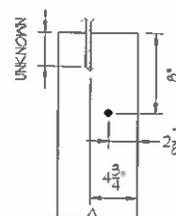
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GRIDLINES 29.5-30



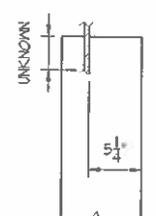
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GRIDLINES 29.5-30



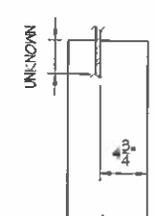
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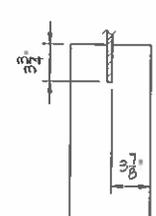
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GRIDLINES 30-31



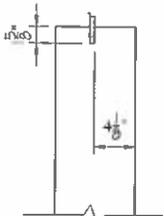
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GRIDLINES 32-33



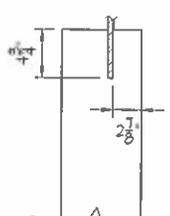
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GRIDLINES 32-33



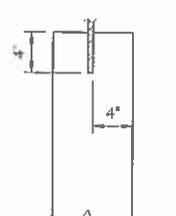
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GRIDLINES 33-34



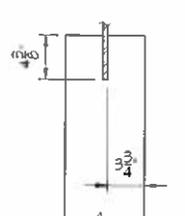
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GRIDLINES 33-34



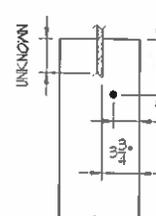
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GRIDLINES 33-34



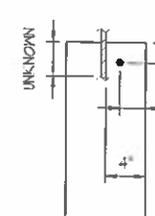
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GRIDLINES 34-35



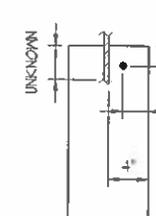
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GRIDLINES 34-35



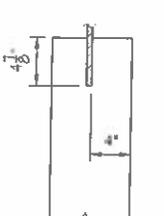
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GRIDLINES 34-35



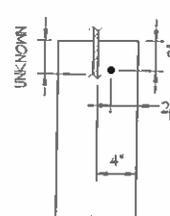
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GRIDLINES 34-35



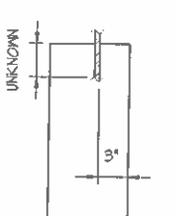
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GRIDLINES 35-36



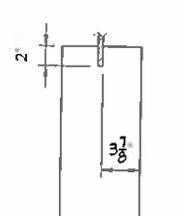
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GRIDLINES 35-36



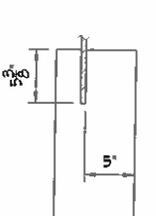
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GRIDLINES 35-36



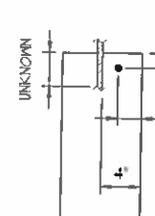
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GRIDLINES 35-36



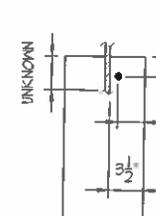
** PIN #39
GRIDLINES 35-36



** PIN #40
GRIDLINES 36-37



* PIN #41
GRIDLINES 36-37



* PIN #42
GRIDLINES 36-37

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Pin Inspection Summary

O'Donnell Parking Garage
 Milwaukee, WI.

ISSUE		
No.	Description	Date

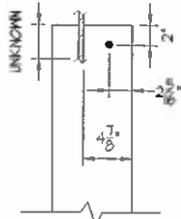
CTLGroup No. 210748
Drawn: AMS
Checked: SW
Date: 07SEP10
Scale: NTS

Title:
**Section U/E19
 Garden**

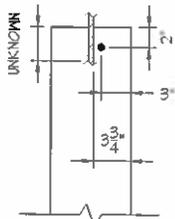
Sheet No.:
A-23

SECTION **U**
E19 GARDEN LEVEL

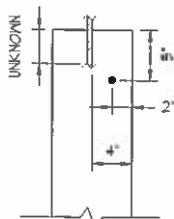
* PRESENCE OF OUTER FACE HORIZONTAL REBAR INCONCLUSIVE
 ▲ REBAR PRESENT, DEPTH/COVER INCONCLUSIVE
 ** DEPTH/COVER INCONCLUSIVE DUE TO INSUFFICIENT SPACE TO PERFORM RADAR SCAN



* PIN #43
GRIDLINES 36-37



* PIN #44
GRIDLINES 36-37



* PIN #45
GRIDLINES 37-38

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 TECHNOLOGY CONSULTANTS

CTLGroup COA No.: 184-001248

Pin Inspection Summary

O'Donnell Parking Garage
 Milwaukee, WI.

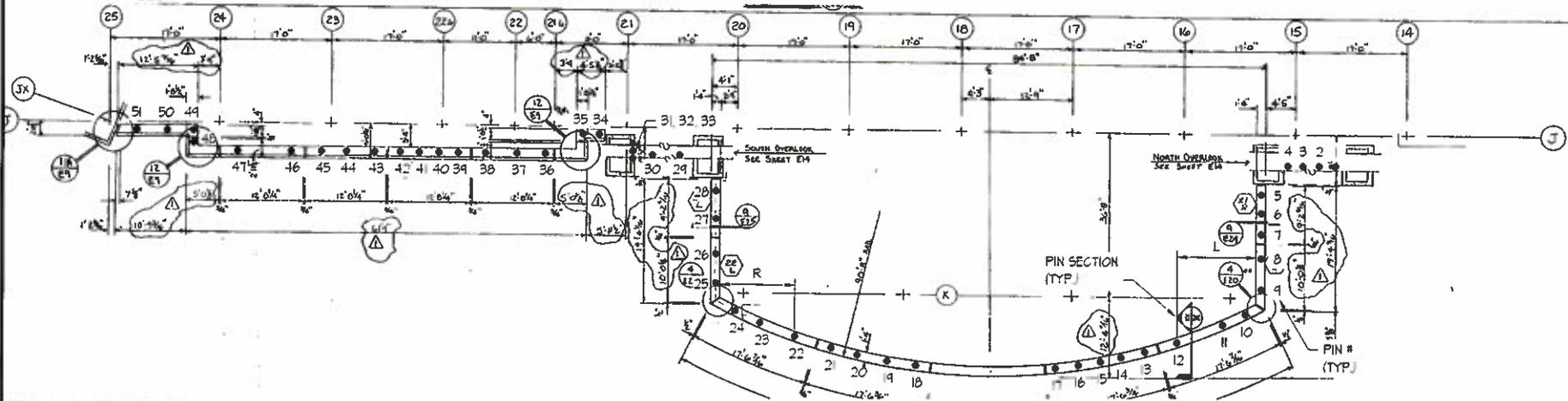
ISSUE		
No.	Description	Date

CTLGroup No.: **210748**
 Drawn: **AMS**
 Checked: **SW**
 Date: **07SEP10**
 Scale: **NTS**

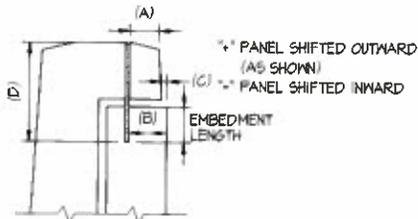
Title:
**Section U/E19
 Garden**

Sheet No.:
A-24

SECTION V
E20 GARDEN LEVEL



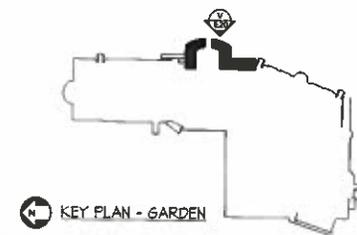
Pin #	Distance to		Pin Location (in.)			Total Length (in.) (D)	Measured Embedment (in.)	Videoscope findings	Remarks
	L	R	to "L" edge (A)	To wall interior face(B)	Panel offset (C)				
1	10"		4	3-3/4	1/4	13.8	2-1/4	C	
2	26-1/2"		4	3-3/4	1/4	EC		C	Coil rod
3		30"	4-3/8	4	3/8	13.4	2-7/8	NC	In sleeve
4		27"	4-1/8	3-3/4	3/8	EC		C	
5	12-3/4"		3-5/8	NA	0	13.0	2-1/2	NC	
6	83-1/2"		4-1/4	3-3/8	-7/16	EC		C	
7	98-1/2"		4	4-1/8	-1/4	12.9	2-7/8	NC	
8	152-1/4"		3-1/8	3-1/4	-1/4	13.0	2-3/4	NC	
9	207-1/2"		3-1/2	3-1/4	-1/4	13.0	2-1/2	NC	
10	24-1/4"		3-3/4	4-1/4	-1/2	13.4	2-1/2	C	
11	91-1/2"		4	4	-1/8	13.1	2-1/2	C	
12		231"	4	4-1/4	-1/4	13.4	3	C	



Pin #	Distance to		Pin Location (in.)			Total Length (in.) (D)	Measured Embedment (in.)	Videoscope findings	Remarks
	L	R	to "L" edge (A)	To wall interior face(B)	Panel offset (C)				
13	225"		3-1/2	5-1/2	-9/16	EC		IC	
14	250"		3-7/8	5	-1/2	EC		IC	Coil rod
15		102-1/2"	4	4-1/4	-5/16	EC		NC	
16		52-3/4"	4-1/4	NA	-9/16	10.0	3/4	NC	
17		22-1/2"	4	4	-1/4	13.1	2-5/8	C	
18	27"		3-3/4	3-5/8	0	NA		C	
19	111-1/4"		4-1/4	4-1/2	-1	EC		C	
20	157"		4-1/4	4-1/4	-3/4	EC		C	
21	180"		3-7/8	4	-1/2	13.9	3-1/4	C	Coil rods
22		164-1/4"	3-5/8	NA	-3/4	13.2	3	C	
23		96-1/4"	3	3-5/8	-3/4	13.3	3-1/8	NC	
24		23-1/4"	3	NA	-3/4	13.5	3-1/8	C	
25	18-1/2"		3-7/8	4-3/8	-1/8	13.4	3-1/4	C	
26		123-1/2"	3-1/2	3-5/8	0	13.1	2-5/8	NC	
27		97-1/2"	2-7/8	3	0	NA		NC	
28		15"	3-5/8	4	0	13.3	3	C	Spalling
29	11"		3-3/4	3	0	13.3	2-1/2	C	Spalling
30		11-1/2"	3-5/8	3-1/4	0	13.3	2-1/2	NC	
31	11"		3-3/4	3-1/2	1/8	13.6	2-3/4	NC	
32	53-1/4"		4-1/2	4-5/8	1/8	13.8	2-3/4	NC	
33		12"	3-3/4	NA	1/8	BR		C	
34	8-3/4"		4	4-1/2	-1/8	NA		IC	Narrow gap
35		6-1/8"	4-1/2	4-1/2	0	13.4	3	C	Spalling
36	72-1/2"		4	4-1/8	0	12.5	2-1/4	C	
37	110"		3-1/8	4	0	13.7	3-5/8	C	
38	173-1/2"		3-7/8	4-3/4	0	13.5	3-1/8	C	Spalling
39	208"		3-5/8	4	0	13.4	3	NC	
40	70-1/4"		3	3-5/8	0	13.5	3	C	Spalling

Pin #	Distance to		Pin Location (in.)			Total Length (in.) (D)	Measured Embedment (in.)	Videoscope findings	Remarks
	L	R	to "L" edge (A)	To wall interior face(B)	Panel offset (C)				
41	315"		3-3/4	4	0	13.8	2-3/4	NC	
42	330-1/2"		3-7/8	4-1/2	0	13.8	3-3/4	C	
43	365"		3-5/8	4-1/8	0	13.5	3-1/4	NC	
44	425-3/4"		4	3-7/8	+1/4	13.8	3-5/8	IC	
45	486-1/4"		3-1/2	NA	0	13.0	2-7/8	C	
46	512-1/2"		3-5/8	NA	0	12.9	2-7/8	C	
47		56"	4	NA	0	13.3	3-1/8	C	
48		28-1/4"	3-3/4	4-1/2	+1/4	BR		C	
49	9-1/4"		3-5/8	4	+1/8	13.2	2-5/8	C	Spalling
50		70-1/2"	3-1/4	4-1/8	+1/4	11.4	1-1/2	C	
51		33"	4	NA	+1/4	NA		C	

*Distance - measured from face of column to center of pin (L - left, R - right)



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CTLGroup COA No.: 184-001246

Pin Inspection Summary

O'Donnell Parking Garage
Milwaukee, WI.

ISSUE		
No.	Description	Date

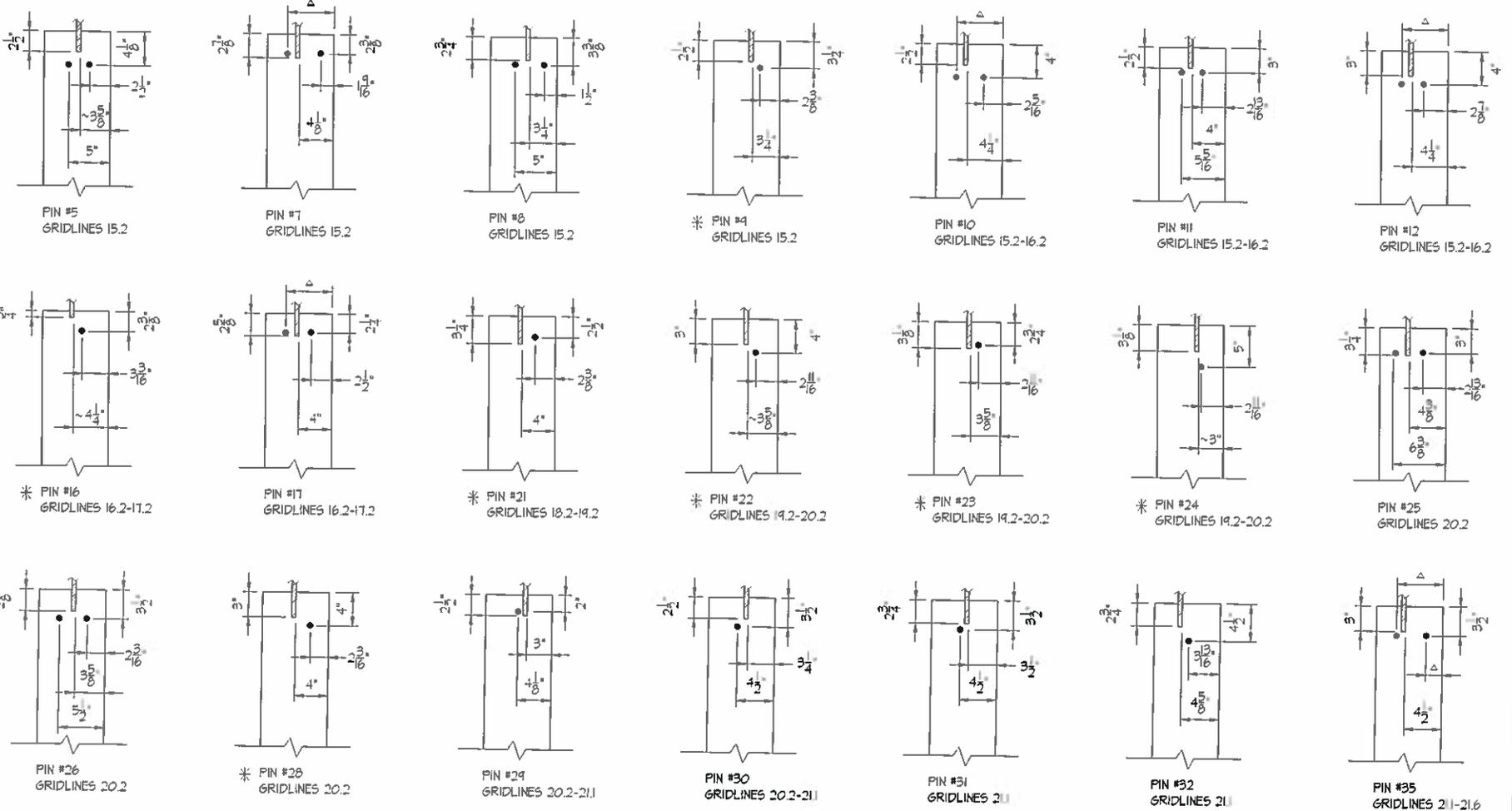
CTLGroup No.: 210748
Drawn: AMS
Checked: SW
Date: 07SEP10
Scale: NTS

Title:
**Section V/E20
Garden**

Sheet No.:
A-25

SECTION $\frac{V}{E20}$ GARDEN LEVEL

* PRESENCE OF OUTER FACE HORIZONTAL REBAR INCONCLUSIVE
 Δ REBAR PRESENT; DEPTH/COVER INCONCLUSIVE



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Pin Inspection Summary

O'Donnell Parking Garage
 Milwaukee, WI.

ISSUE		
No.	Description	Date

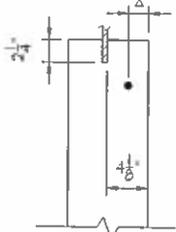
CTLGroup No.: 210748
 Drawn: AMS
 Checked: SW
 Date: 07SEP10
 Scale: NTS

Title:
**Section V/E20
 Garden**

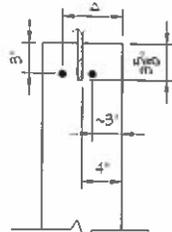
Sheet No.
A-26

SECTION $\frac{V}{E20}$ GARDEN LEVEL

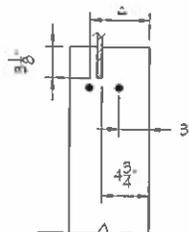
* PRESENCE OF OUTER FACE HORIZONTAL REBAR INCONCLUSIVE
 Δ REBAR PRESENT; DEPTH/COVER INCONCLUSIVE



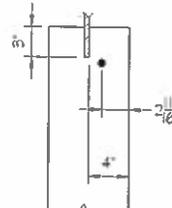
* PIN #36
 GRIDLINES 21.6-22



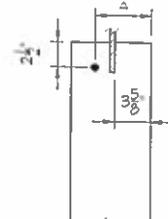
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 GRIDLINES 21.6-22



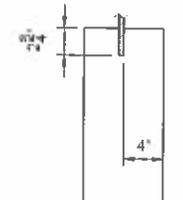
PIN #38
 GRIDLINES 22-22.6



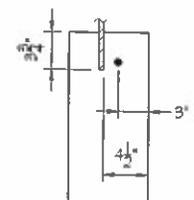
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 GRIDLINES 22-22.6



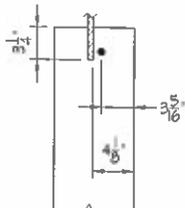
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 GRIDLINES 22.6-23



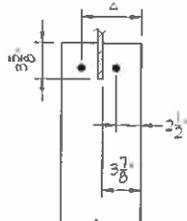
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 GRIDLINES 22.6-23



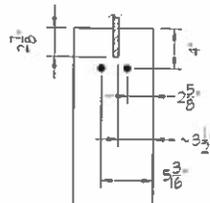
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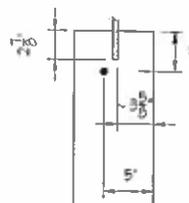
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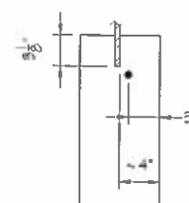
PIN #44
 GRIDLINES 22.6-23



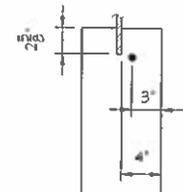
PIN #45
 GRIDLINES 23-24



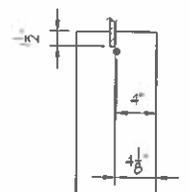
PIN #46
 GRIDLINES 23-24



* PIN #47
 GRIDLINES 23-24



* PIN #49
 GRIDLINES 24-25



PIN #50
 GRIDLINES 24-25

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Pin Inspection Summary

O'Donnell Parking Garage
 Milwaukee, WI.

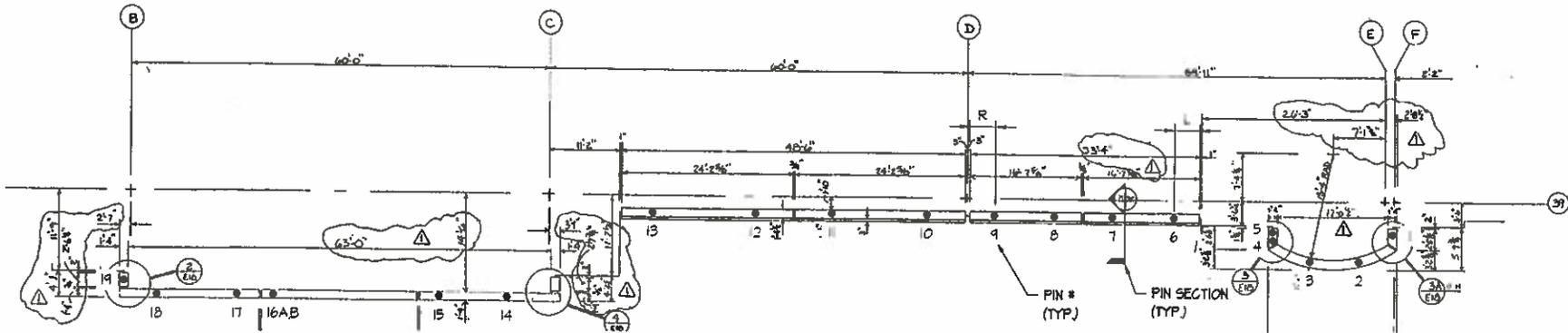
ISSUE		
No.	Description	Date

CTLGroup No.: 210748
Drawn: AMS
Checked: SW
Date: 07SEP10
Scale: NTS

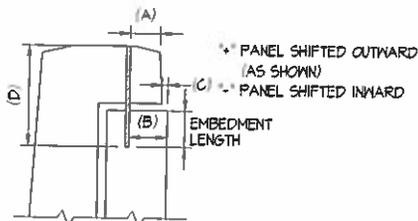
Title:
**Section V/E20
 Garden**

Sheet No.:
A-27

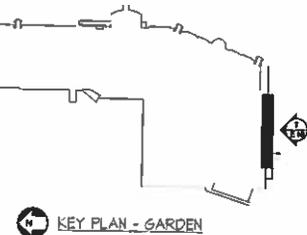
SECTION T
E18 GARDEN LEVEL



Pin #	*Distance to		Pin Location (in.)			Total Length (in.) (D)	Measured Embedment (in.)	Videoscope findings	Remarks
	L	R	to "L" edge (A)	To wall interior face(B)	Panel offset (C)				
1	1'-9" (S)		4	4	3/4	EC		NC	Encased Pin
2		4'-9"	3-3/4	3	1/4	EC		NC	Encased Pin
3		13"	3-1/2	3-1/2	0	EC		NC	Encased Pin
4		17'-7"	5-1/2	3-1/4	1/4	12.1	6	NC	Encased Pin
5		17'-7"	3-1/4	3	1/4	11.9	6	NC	Encased Pin
6	29'-1"		3	3-1/2	1	EC		IC	Encased Pin
7	20'-8"		3-3/4	4	3/4	EC		IC	Coil Rod
8	12'-5"		3-1/2	2	1/4	EC		C	Grouted Pin
9	4"		3	2-1/2	1/8	EC		IC	Encased Pin
10		6'-2"	3	3-1/2	1/4	EC		NC	Grouted coil rod in sleeves
11		18'-3"	3	4	1/2	EC		C (Spall)	Grouted coil rod
12	29'-3"		3	4	0	EC		C	Coil Rod
13	17'-2"		3	3-3/4	0	EC		C	Coil Rod
14		5'-2"	3-1/2	4	1/2	EC		NC	Grouted Pin
15		15'-8"	3	2	0	EC		IC	Debris
16A	5-1/2"		5-3/4	NA	5/8	3.125"		-	NA
16B	5-1/2"		10-5/8	NA	5/8	3.075"		-	NA
17	15'-10"		3	4	1/8	EC		NC	Coil Rod
18	5'-2"		3-1/2	4	1/2	EC		C	Grouted Coil Rod
19		1'-11"	3-1/2	3-1/2	1/2	EC		C (Spall)	Grout encased coil rod



*Distance- measured from face of column to center of pin (L- left, R- right)



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Pin Inspection Summary

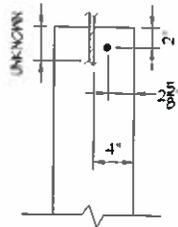
O'Donnell Parking Garage
Milwaukee, WI.

ISSUE			CTLGroup No. 210748
No.	Description	Date	Drawn: AMS
			Checked: SW
			Date: 07SEP10
			Scale: NTS

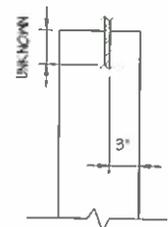
Title:	Section T/E18 Garden	Sheet No.:	A-28
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SECTION T
E18 GARDEN LEVEL

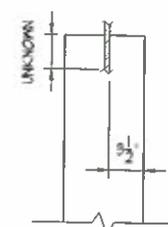
** DEPTH/COVER INCONCLUSIVE DUE TO INSUFFICIENT SPACE TO PERFORM RADAR SCAN



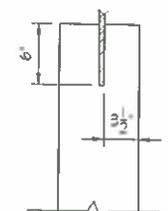
** PIN #1
GRIDLINES D-F



** PIN #2
GRIDLINES D-F



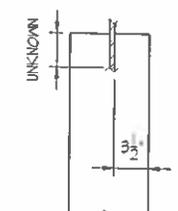
** PIN #3
GRIDLINES D-F



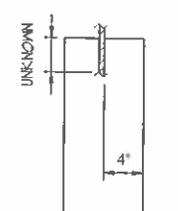
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GRIDLINES D-F



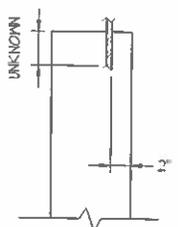
** PIN #5
GRIDLINES D-F



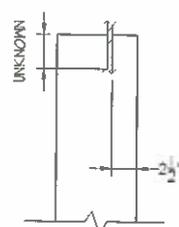
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GRIDLINES D



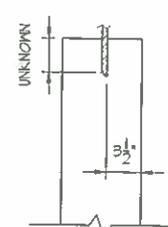
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GRIDLINES D



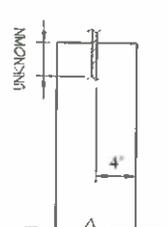
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GRIDLINES D



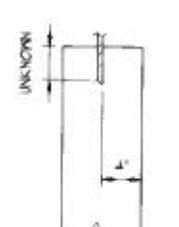
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GRIDLINES D



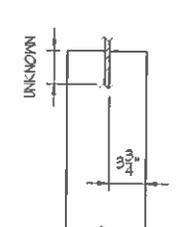
** PIN #10
GRIDLINES D



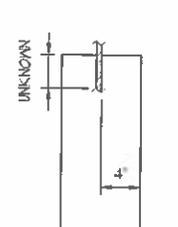
** PIN #11
GRIDLINES D



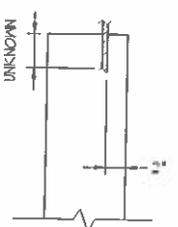
** PIN #12
GRIDLINES C



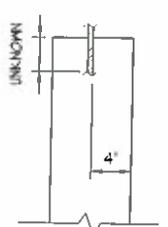
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GRIDLINES C



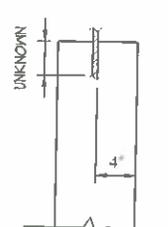
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GRIDLINES C



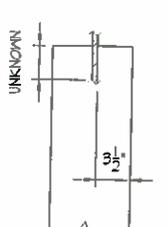
** PIN #15
GRIDLINES C



** PIN #17
GRIDLINES B



** PIN #18
GRIDLINES B



** PIN #19
GRIDLINES B

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Milwaukee, WI.

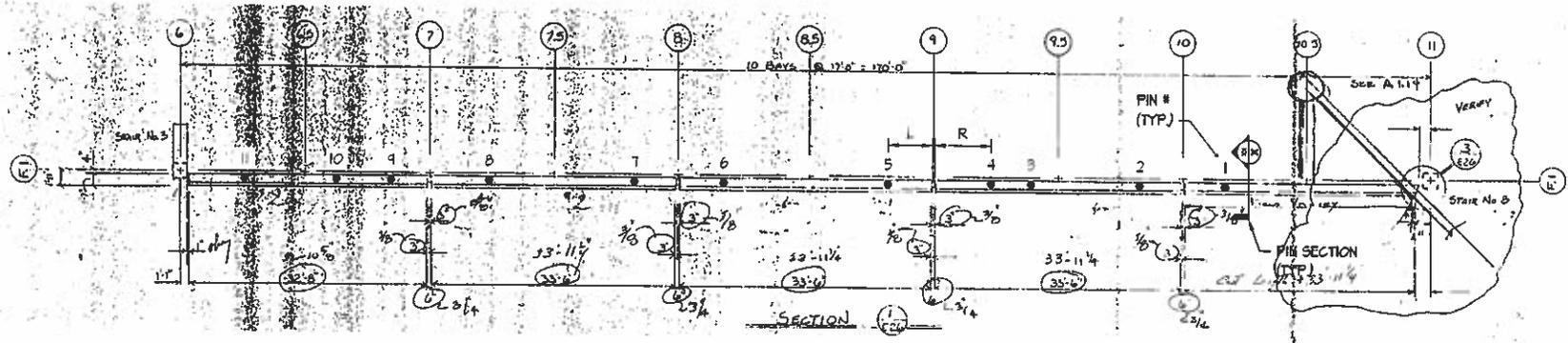
ISSUE		
No.	Description	Date

CTLGroup No.: 210748
Drawn: AMS
Checked: SW
Date: 07SEP10
Scale: NTS

Title:
**Section T/E18
Garden**

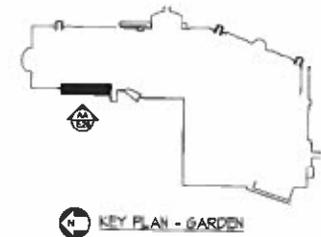
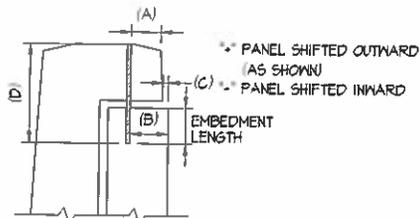
Sheet No.:
A-29

SECTION **AA**
E26 GARDEN LEVEL



Pin #	*Distance to		Pin Location (in.)			Total Length (in.) (D)	Measured Embedment (in.)	Videoscope findings	Remarks
	L	R	to "L" edge (A)	To wall interior face (B)	Panel offset (C)				
1	121"		4-1/2	3-5/8	0	12.7	2-1/4	C	
2	71-1/2"		4-1/4	3-1/2	0	14.5	3-7/8	NC	
3		154"	3-7/8	3-3/4	1/8	15.5	6-1/4	NC	In sleeve, not grouted
4		83-1/2"	4-3/8	3-3/4	0	14.8	3-3/4	NC	
5	71"		4-3/8	3-7/8	0	13.7	3	NC	
6		70"	4-1/2	4-1/4	0	13.7	3-1/8	NC	
7	72"		4-1/8	4-3/8	0	15.1	4-1/2	NC	
8		72"	4	2-3/4	3/8	14.7	4-1/2	C	
9	53-1/2"		3-3/4	2-7/8	3/8	EC		NC	Not in sleeve
10	91-1/2"		3-3/4	3-3/4	3/8	15.0	6-3/4	NC	Coil Rod
11		89"	4	3-3/4	1/2	14.9	6-3/8	NC	Coil Rod

*Distance- measured from face of column to center of pin (L- left, R- right)



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TECHNOLOGY CONSULTANTS

CTLGroup COA No.: 184-001246

Pin Inspection Summary

O'Donnell Parking Garage
Milwaukee, WI.

ISSUE		
No.	Description	Date

CTLGroup No: **210748**
Drawn: **AMS**
Checked: **SW**
Date: **07SEP10**
Scale: **NTS**

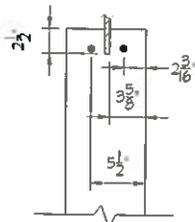
Title:
**Section AA/E26
Garden**

Sheet No.:
A-30

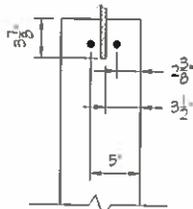
SECTION **AA**
E26

GARDEN LEVEL

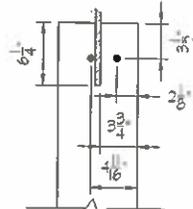
* PRESENCE OF OUTER FACE HORIZONTAL REBAR INCONCLUSIVE
 Δ REBAR PRESENT; DEPTH/COVER INCONCLUSIVE



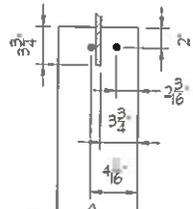
PIN #1
GRIDLINES 10.5-10



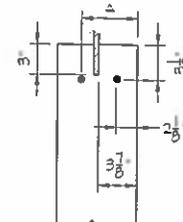
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GRIDLINES 10-9.5



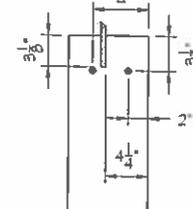
PIN #3
GRIDLINES 9.5-9



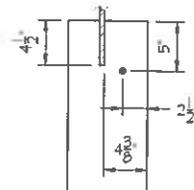
PIN #4
GRIDLINES 9.5-9



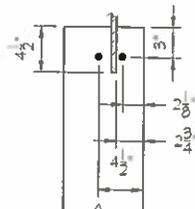
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GRIDLINES 9-8.5



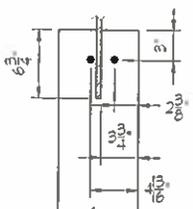
PIN #6
GRIDLINES 8.5-8



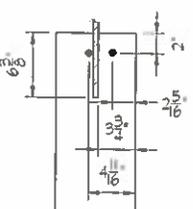
* PIN #7
GRIDLINES 8-7.5



PIN #8
GRIDLINES 7.5-7



PIN #10
GRIDLINES 7-6.5



PIN #11
GRIDLINES 6.5-6

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CTLGroup COA No.: 184-001248

Pin Inspection Summary

O'Donnell Parking Garage
 Milwaukee, WI.

ISSUE		
No.	Description	Date

CTLGroup No. **210748**

Drawn: **AMS**

Checked: **SW**

Date: **07SEP10**

Scale: **NTS**

Title:

**Section AA/E26
 Garden**

Sheet No.

A-31

APPENDIX B

Photo Log



Fig. 1 East Elevation – Looking South

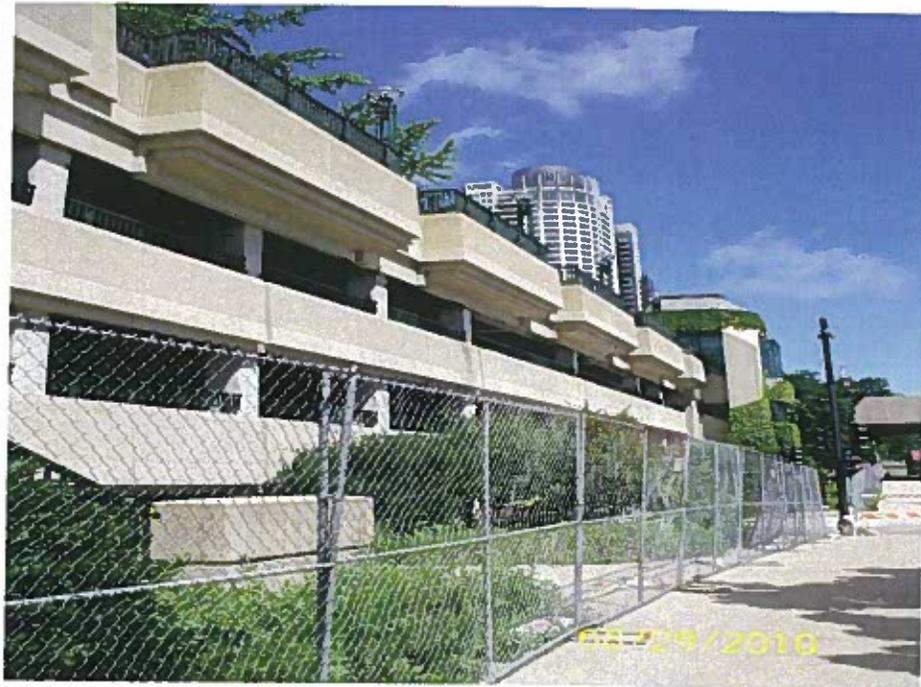


Fig. 2 East Elevation – Looking North



Fig. 3 South Elevation – Looking West



Fig. 4 Typical View of Garage Face of Panel



Fig. 5 Typical View of Exterior Face of Panel



Fig. 6 View of West Panels – Looking North



Fig. 7 Promenade Level Panel Prior to Excavation



Fig. 8 Typical Area of Slab Removal and Excavation



Fig. 9 Typical Exposed Top of Pin



Fig. 10 Pin Located Under Guardrail Base plate



Fig. 11 Typical Recessed Pin Exposed via Chipping



Fig. 12 Typical Recessed Pin Exposed via Coring



Fig. 13 Typical Videoscope View of Coiled Rod Pin Connection

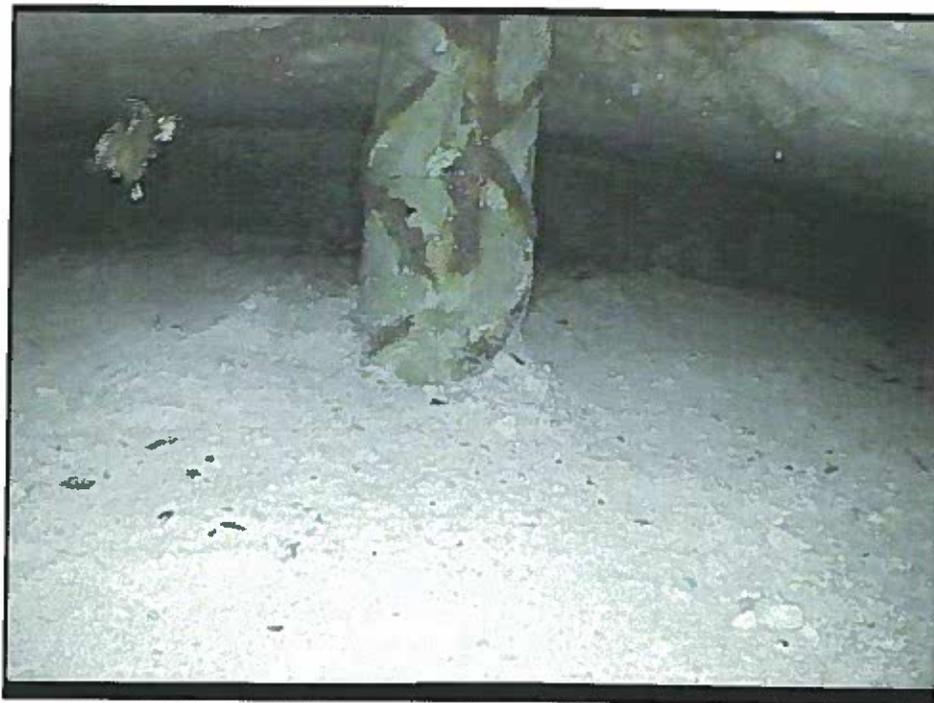


Fig. 14 Typical Videoscope View of Rebar Pin Connection



Fig. 15 Typical Unused Pipe Insert



Fig. 16 Typical Location of Rebar Grouted into Parapet



Fig. 17 Typical Spall on the Underside of Panel at Pin Connection



Fig. 18 Typical Spall Observed on the Top of Parapet



Fig. 19 Typical Crack Observed on the Top of Parapet

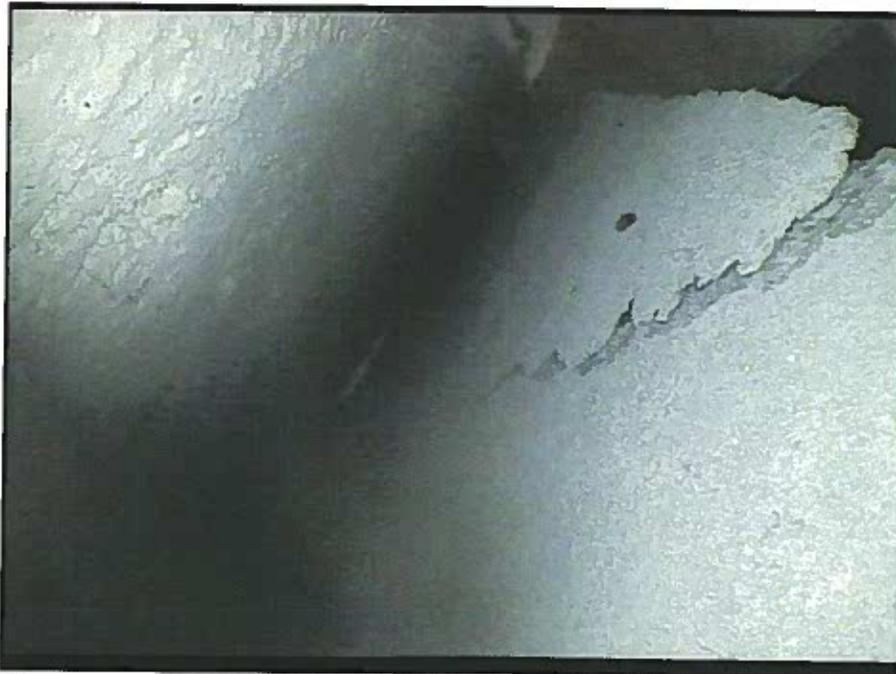


Fig. 20 Typical Crack Observed in the Exterior Face of the Parapet



Fig. 21 Failed Epoxy Coating and Corroding Rebar



Fig. 22 Rebar Drilled Through Shim Pack



Fig. 23 Rebar Pin Not Embedded in Pipe Insert



Fig. 24 Unknown Pin Material and Connection Condition

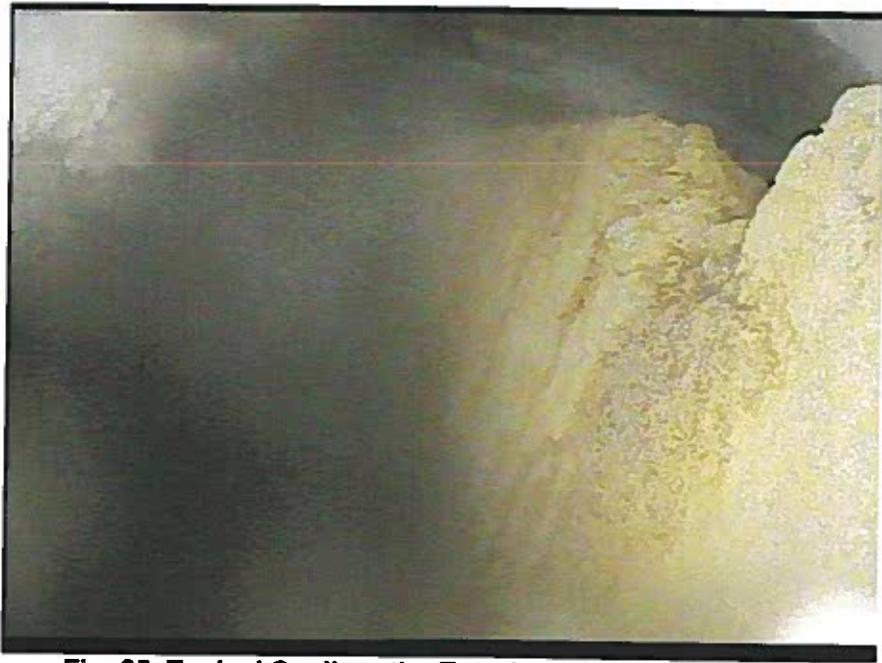


Fig. 25 Typical Spall on the Exterior Face of the Parapet



Fig. 26 Pin With Apparent Section Loss Due to Corrosion



Fig. 27 Deformed, Corroding Pin

Date: September 8, 2010

To: Chairman Michael Mayo, Sr., Transportation, Public Works & Transit Committee
Chairman Gerry Broderick, Parks, Energy & Environment Committee
Chairman Elizabeth Cogs, Finance and Audit Committee

From: Jack H. Takerian, Director, Department of Transportation and Public Works

Subject: **O'Donnell Park Parking Structure Update of Repair Options (Informational Only)**

Issue

The Department of Transportation and Public Works (DTPW) on behalf of the Department of Parks has worked with our consultant INSPEC to present repair options for the O'Donnell Park Parking Structure.

Background

On Thursday June 24, 2010 at approximately 4:00 pm, a precast concrete panel over the east vehicle exit of the parking structure failed and fell approximately 10 to 12 feet from the 2nd level of the structure. One person was killed and two people were injured by the falling panel.

Milwaukee County DTPW staff, along with staff from the engineering firm INSPEC, assessed the extent of the damage and whether or not there were additional safety concerns with the façade. The group also examined the area in question to properly determine the nature and cause of the precast panel failure. This analysis was done to identify a repair strategy for the damaged section and a preventative strategy to insure public safety and that no additional failures of this type occur.

While evaluation of the façade was underway, DTPW requested from INSPEC to investigate remediation options to re-open the parking structure. Below are the options presented to DTPW:

Option #1 – Remove Precast Panels and Leave Them Off

This option would remove the precast panels on the parking structure. This option could include some aesthetic treatment of staining the wall after some repair work is performed. The precast panels at the stairwells and pavilion structure would remain in place since they are attached to the structure differently.

The current building is tied to the Downtown Transit Center building across the street and there are significant amounts of cast-in-place concrete that all need to work together visually. The budget provided for this option assumes the use of Exterior Insulation and Finishing System (EIFS) which is a type of building exterior wall cladding system that provides exterior walls with an insulated finished surface and waterproofing in an integrated composite material system. The EIFS can be configured in a manner to closely resemble the existing precast panels in appearance.

There are additional repair costs that are included with all options that maintain the structure. These repairs are recommended at this time to address issues unrelated to the panel repair or replacement. The existing railings will need to be replaced to meet current code requirements under this option. Additionally repairs to the spalling and cracking of parapet walls will be needed.

It was clear to DTPW that the Parks Department was performing maintenance repairs on the O'Donnell Parking structure as had been identified in the facility assessment (VFA) from 2005. DTPW felt that as long as

the facility was closed to assess facade work, it made sense to have INSPEC perform a separate evaluation of the complete structure. The evaluation was completed, which outlines future maintenance needs to be considered by Milwaukee County. This future maintenance work also includes the re-sealing of the parking deck, which was recommended to be completed within the next several years. These additional repairs were added to the overall cost of this option.

Potential Cost: \$5,390,368.80

Item	Unit	Price	Total
Remove railing	4,885	\$35.00	\$170,975.00
Remove panels	20,182	\$55.00	\$1,110,010.00
Dispose of railing	1	\$7,500.00	\$7,500.00
New, modified railing	4,885	\$80.00	\$390,800.00
Install rails	4,885	\$35.00	\$170,975.00
Paint rails	4,885	\$20.00	\$97,700.00
Caratage and disposal of panels	1	\$30,000.00	\$30,000.00
Repair parapet allowance	1,500	\$150.00	\$225,000.00
Add EIFS cladding	20,182	\$15.00	\$302,730.00
Flash EIFS	20,182	\$2.00	\$40,364.00
Frame & sheath for EIFS	17,956	\$10.00	\$179,560.00
Precast coping at rail	4,885	\$30.00	\$146,550.00
General conditions	1	Open	Open
Shoring	1	Open	Open
Engineering	1	Open	Open
Tie-in to adjacent surfaces	1	Open	Open
Traffic control	1	Open	Open
Contingency	1	Open	Open

Contractor's overhead and profit total	\$574,432.80
Total to remove precast panels	\$3,446,596.80
Additional Repair Costs	\$323,772.00
Additional Maintenance Costs	\$1,620,000.00
TOTAL	\$5,390,368.80

Option #2 – Remove Panels, Modify as Necessary, and Reinstall

This option will install the panels in the manner in which they were originally designed. Milwaukee County will need to keep in mind that the panels are approximately 20 years old and now half way through their anticipated life cycle. It might be difficult for Milwaukee County to find a contractor willing to assume the liability of determining its appropriateness for reuse and after the panels are re-installed would need to recertify the acceptability of not just the installation. A waiver to the installer may be required should we choose this option.

The repairs within the complex are still needed within this option and the costs for those repairs are contained within the cost. DTPW staff does not recommend - this option.

Potential Cost: \$6,362,640.00

Item	Unit	Price	Total
Remove railing	4,885	\$35.00	\$170,975.00
Remove panels	20,182	\$55.00	\$1,110,010.00
Re-install existing panels	20,182	\$65.00	\$1,311,830.00
Transport railings to off-site location	1	\$7,500.00	\$7,500.00
Prep railings for paint	4,885	\$10.00	\$48,850.00
Install railing	4,885	\$35.00	\$170,975.00
Paint railings (2 coats/c sides)	4,885	\$20.00	\$97,700.00
Freight shipping	1	\$35,000.00	\$35,000.00
Repair parapet allowance	1,500	\$150.00	\$225,000.00
Repair panel allowance	20,182	\$25.00	\$504,550.00
General conditions	1	Open	Open
Contingency	1	Open	Open
Shoring (subject to engineering specs)	1	Open	Open
Engineering	1	Open	Open
Tie-in to adjacent surfaces (subject to specifications)	1	Open	Open
Traffic control (subject to ordinances)	1	Open	Open

Contractor's overhead and profit total	\$736,478.00
Total to remove panels and reinstall	\$4,418,868.00
Additional Repair Costs	\$323,772.00
Additional Maintenance Costs	\$1,620,000.00
TOTAL	\$6,362,640.00

Option #3 – Remove Panels and Replace with New

New panels would be designed to replace the existing panels. This would be the simplest repair.

The repairs within the complex are still needed within this option and the costs for those repairs are contained within the cost.

Potential Cost: \$8,387,388.00

Item	Unit	Price	Total
Remove railing	4,885	\$35.00	\$170,975.00
Remove panels	20,182.0	\$55.00	\$1,110,010.00
Replace precast decorative panels with new	20,182.0	\$185.00	\$3,733,670.00
Prep railings for paint	4,885	\$10.00	\$48,850.00
Paint railings (2 coats/c sides)	4,885	\$20.00	\$97,700.00
Install railing	4,885	\$35.00	\$170,975.00
Freight shipping - railing	1	\$7,500.00	\$7,500.00
Caratage and disposal of panels	1	\$30,000.00	\$30,000.00
General conditions	1	Open	Open
Shoring (subject to engineering specs)	1	Open	Open
Tie-in to adjacent surfaces (subject to specifications)	1	Open	Open
Traffic control (subject to ordinances)	1	Open	Open

Shoring (subject to engineering specs)	1	Open	Open
Contractor's overhead and profit total			\$1,073,936.00
Total to remove precast panels and replace with new			\$6,443,616.00
Additional Repair Costs			\$323,772.00
Additional Maintenance Costs			\$1,620,000.00
TOTAL			\$8,387,388.00

Option #4 – Repair Panels in Place

This option would maintain the existing panels by pinning them in place. The original plan was to use an anchor method that was installed through the face of the panel into the parapet wall. Further investigation found this method alone would not suffice and additional anchor methods would be needed both at the top and face of the panels. Additionally, Milwaukee County will need to keep in mind that the panels are approximately 20 years old and now half way through their anticipated life cycle. Again, it might be difficult for Milwaukee County to find a contractor willing to assume the liability. A waiver to the installer may be required should we choose this option.

The repairs within the complex are still needed within this option and the costs for those repairs are contained within the cost. DTPW staff does not recommend this option.

Potential Cost: \$3,067,632.00

Item	Unit	Price	Total
Reinstall existing panels with heli anchors	19,000	\$40.00	\$760,000.00
Prep railings for paint	4,885	\$10.00	\$48,850.00
Paint railings (2 coats/2 sides)	4,885	\$20.00	\$97,700.00
Freight shipping	1	\$5,000.00	\$5,000.00
Equipment charges	1	\$25,000.00	\$25,000.00
General conditions	1	Open	Open
Shoring (subject to engineering specs)	1	Open	Open
Engineering	1	Open	Open
Tie-in to adjacent surfaces (subject to specifications)	1	Open	Open
Traffic control (subject to ordinances)	1	Open	Open
Contingency	1	Open	Open

Contractor's overhead and profit total			\$187,310.00
Total to repair panels in place			\$1,123,860.00
Additional Repair Costs			\$323,772.00
Additional Maintenance Costs			\$1,620,000.00
TOTAL			\$3,067,632.00

Option #5 – Remove Lower Panels and Leave Off, Repair Plaza Level Panels in Place

This option would be similar to option # 1, but would leave in place the upper panels surrounding the plaza which are by far the largest and heaviest panels on the structure. An anchoring method will ensure that the panels will not shift or move will be done as part of this option.

Additionally the lower pre-cast panels would be removed from the parking structure and would exposed cast-in-place concrete parapet. Some repairs and some form of aesthetic treatment; staining would be considered for this option.

It might be difficult for Milwaukee County to find a contractor willing to assume the liability. A waiver to the installer may be required should we choose this option.

The repairs within the complex are still needed within this option and the costs for those repairs are contained within the cost. DTPW staff does not recommend this option.

Potential Cost: \$4,516,932.00

Item	Unit	Price	Total
Remove railing	4,885	\$35.00	\$170,975.00
Remove panels	10,150	\$55.00	\$558,250.00
Dispose of railing except plaza	1	\$5,000.00	\$5,000.00
New railing	3,500	\$80.00	\$280,000.00
Install rails	4,885	\$35.00	\$170,975.00
Prep existing rails for paint	1,385	\$10.00	\$13,850.00
Paint rails	4,885	\$20.00	\$97,700.00
Caratage and dispose of panels	1	\$20,000.00	\$20,000.00
Repair parapet allowance	1,500	\$150.00	\$225,000.00
Add EIFS cladding	10,150	\$15.00	\$152,250.00
Frame & sheath for EIFS	7,420	\$10.00	\$74,200.00
Secure plaza panels	10,032	\$25.00	\$250,800.00
Flash EIFS	10,150	\$2.00	\$20,300.00
Precast coping at new rails	3,500	\$30.00	\$105,000.00
General conditions	1	Open	Open
Shoring	1	Open	Open
Engineering	1	Open	Open
Tie-in to adjacent surfaces	1	Open	Open
Traffic control	1	Open	Open
Contingency	1	Open	Open

Contractor's overhead and profit total	\$428,860.00
Total to remove lower panels and repair plaza level in place	\$2,573,160.00
Additional Repair Costs	\$323,772.00
Additional Maintenance Costs	\$1,620,000.00
TOTAL	\$4,516,932.00

Option #6 – Demolish the Parking Structure, Leave the Pavilion in Place, Adjust the Access to the Art Museum, and Redevelop the Site as a Park

This option involves removal of a portion of the structure while preserving the Pavilion building including a portion of the parking structure; the north stair tower for vertical access to Mason Street; and; the east stair and platform to access the bridge to the Art Museum. This option would eliminate the East and South façade panels and upper plaza.

As a result of removing a portion of the parking structure, it is necessary to construct a veneer in front of the earth retention systems (steel sheet pile wall) that will become exposed on the north and west sides of the parking structure. Included within the budget are costs to establish a park on approximately (4) acres of land. The work considered in establishing the budget for Option #6 includes the following:

- ◀ Demolish the parking structure
- ◀ Adjust the access to the Art Museum
- ◀ Leave the Pavilion Building and corresponding part of the parking structure
- ◀ Construct a façade in front of the retaining walls exposed when the structure is razed
- ◀ Remodel the north stair tower
- ◀ Redevelop the parking structure site as a park
- ◀ Re-streetscape Wisconsin Avenue, Prospect, and Mason Street

Potential Cost: \$6,000,000.00

Raze Structure

Item	Unit	Price	Total
Project specific safety program	1	\$20,800.00	\$20,800.00
Perimeter fencing	2,850	\$7.05	\$20,092.50
Utility Disconnect	1	\$54,000.00	\$54,000.00
Dust control	1	\$26,000.00	\$26,000.00
Clear & grub	1	\$39,000.00	\$39,000.00
Access roads	1	\$20,000.00	\$20,000.00
Selective demolition	1	\$450,300.00	\$450,300.00
Bulk demolition	1	\$895,000.00	\$895,000.00
		\$0.00	\$0.00
General conditions	1	Open	Open
Engineering	1	Open	Open
Traffic control	1	Open	Open
Contingency	1	Open	Open

Subtotal to raze part of the parking structure	\$1,525,192.50
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Remodel North Stair Tower

Item	Unit	Price	Total
Concrete	1	\$5,780.00	\$5,780.00
Masonry	1	\$7,280.00	\$7,280.00
Metals	1	\$2,980.00	\$2,980.00
Carpentry	1	\$38,008.00	\$38,008.00
Doors & frames	1	\$3,200.00	\$3,200.00
Glass & glazing	1	\$6,760.00	\$6,760.00
Roofing	1	\$9,000.00	\$9,000.00
EIFS	1	\$12,800.00	\$12,800.00
Finishes	1	\$5,150.00	\$5,150.00
Fire protection		\$0.00	\$0.00
Plumbing		\$0.00	\$0.00
HVAC	1	\$7,600.00	\$7,600.00
Electric	1	\$15,750.00	\$15,750.00
General conditions	1	Open	Open
Engineering/Design	1	Open	Open
Traffic control	1	Open	Open
Contingency	1	Open	Open

Subtotal to remodel north stair tower	\$114,308.00
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Adjust Access to the Art Museum

Item	Unit	Price	Total
Concrete	1	\$37,090.00	\$37,090.00
Pavers	1	\$9,200.00	\$9,200.00
Masonry	1	\$3,700.00	\$3,700.00
Metals	1	\$8,200.00	\$8,200.00
Waterproofing	1	\$2,205.00	\$2,205.00
EIFS	1	\$27,030.00	\$27,030.00
Painting	1	\$2,300.00	\$2,300.00
General conditions	1	Open	Open
Engineering/Design	1	Open	Open
Traffic control	1	Open	Open
Contingency	1	Open	Open

Subtotal to adjust access to the Art Museum			\$89,725.00
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Leave the Pavilion in Place

Item	Unit	Price	Total
Site utilities	1	\$100,000.00	\$100,000.00
Pavers	1	\$32,280.00	\$32,280.00
Concrete	1	\$250,795.00	\$250,795.00
Masonry	1	\$136,555.00	\$136,555.00
Metals	1	\$90,055.00	\$90,055.00
Carpentry	1	\$9,780.00	\$9,780.00
Waterproofing	1	\$10,974.00	\$10,974.00
Roofing	1	\$9,080.00	\$9,080.00
EIFS	1	\$150,518.00	\$150,518.00
Doors & frames	1	\$6,400.00	\$6,400.00
Finishes	1	\$35,000.00	\$35,000.00
Plumbing	1	\$8,400.00	\$8,400.00
Fire protection	1	\$6,000.00	\$6,000.00
HVAC		\$0.00	\$0.00
Electric	1	\$9,030.00	\$9,030.00
General conditions	1	Open	Open
Engineering/Design	1	Open	Open
Traffic control	1	Open	Open
Contingency	1	Open	Open

Subtotal to leave the Pavilion in place			\$854,867.00
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Construction a Veneer in Front of the Earth Retention Systems

Item	Unit	Price	Total
Concrete	1	\$256,730.00	\$256,730.00
Masonry	1	\$445,960.00	\$445,960.00
Metals	1	\$59,120.00	\$59,120.00
Waterproofing	1	\$27,596.00	\$27,596.00
EIFS	1	\$71,680.00	\$71,680.00

Finishes	1	\$12,240.00	\$12,240.00
General conditions	1	Open	Open
Engineering/Design	1	Open	Open
Traffic control	1	Open	Open
Contingency	1	Open	Open

Subtotal to construct veneer in front of retaining walls			\$873,326.00
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Redevelop the Site as a Park

Item	Unit	Price	Total
Grading	1	\$80,000.00	\$80,000.00
Storm water detention	1	\$350,000.00	\$350,000.00
Drainage & irrigation	1	\$30,000.00	\$30,000.00
Impervious pavements	1	\$86,120.00	\$86,120.00
Landscaping	1	\$185,848.00	\$155,848.00
Focal point allowance	1	\$50,000.00	\$50,000.00
Site lighting	1	\$48,000.00	\$48,000.00
General conditions	1	Open	Open
Engineering/Design	1	Open	Open
Traffic control	1	Open	Open
Contingency	1	Open	Open

Subtotal to redevelop the site as a park			\$799,968.00
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Re-establish Streetscape from Wisconsin Avenue to Mason Street

Item	Unit	Price	Total
Grading	1	\$40,000.00	\$40,000.00
Drainage & irrigation	1	\$23,000.00	\$23,000.00
Impervious Pavement	1	\$15,000.00	\$15,000.00
Landscaping	1	\$44,260.00	\$44,260.00
Focal Point	1	\$15,000.00	\$15,000.00
Site lighting	1	\$23,000.00	\$23,000.00
Concrete	1	\$20,000.00	\$20,000.00
Waterproofing	1	\$3,000.00	\$3,000.00
Masonry	1	\$20,000.00	\$20,000.00
Metals	1	\$17,280.00	\$17,280.00
Painting	1	\$4,320.00	\$4,320.00
General conditions	1	Open	Open
Engineering/Design	1	Open	Open
Traffic control	1	Open	Open
Contingency	1	Open	Open

Subtotal to re-establish streetscape from Wisconsin Ave. to Mason St.			\$224,860.00
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Contractor's overhead and profit total			\$898,091.20
Additional Repair Costs			\$139,560.00
Additional Maintenance Costs			\$476,000.00
TOTAL			\$5,995,897.70

6A: We have also considered the work required to construct a pedestrian bridge from Wisconsin Avenue to the Art Museum access.

Potential Cost: \$940,000.00

Item	Unit	Price	Total
Excavation	1	\$3,000.00	\$3,000.00
Deep foundations	1	\$110,000.00	\$110,000.00
Pavers	1	\$42,000.00	\$42,000.00
Concrete	1	\$451,632.00	\$451,632.00
Masonry	1	\$12,620.00	\$12,620.00
Metals	1	\$33,800.00	\$33,800.00
Waterproofing	1	\$8,870.00	\$8,870.00
EIFS	1	\$53,224.00	\$53,224.00
Painting	1	\$8,450.00	\$8,450.00
Plumbing	1	\$24,300.00	\$24,300.00
Electrical	1	\$35,200.00	\$35,200.00
General conditions	1	Open	Open
Engineering/Design	1	Open	Open
Traffic control	1	Open	Open
Contingency	1	Open	Open
Contractor's overhead and profit total			\$156,619.20
Total to construct a pedestrian bridge			\$939,715.20

Option #7 – Demolish Entire Structure, Remove Transit Building Pedestrian Bridge, Adjust the Access to the Art Museum

This option would involve removing the entire structure including the entire parking structure, pavilion, and pedestrian bridge to the transit building. This option would preserve the southeast pedestrian ramp and the east stair and platform to access the bridge to the Art Museum. The existing earth retention systems will be left in place and perforated as necessary to accommodate drainage.

This option would remove the building completely and eliminate all of the associated repair issues and anticipated maintenance expenses. However, this option also eliminates a current annual revenue source for the County of \$ 1,500,000.

Another possible alternative to this option is to sell the existing structure “as is” and have the purchaser of the property remove the structure as part of the purchase agreement. The associated proceeds could be diverted to a Parks Department endowment for future Parks activities.

Potential Cost: \$3,900,000.00

Raze Structure

Item	Unit	Price	Total
Project specific safety program	1	\$20,800.00	\$20,800.00
Perimeter fencing	2,850	\$7.05	\$20,092.50
Utility disconnect	1	\$150,000.00	\$150,000.00
Dust control	1	\$30,000.00	\$30,000.00
Clear & grub	1	\$39,000.00	\$39,000.00
Access roads	1	\$20,000.00	\$20,000.00

Selective demolition	1	\$784,000.00	\$784,000.00
Bulk demolition	1	\$1,565,732.00	\$1,565,732.00
		\$0.00	\$0.00
General conditions	1	Open	Open
Engineering	1	Open	Open
Traffic control	1	Open	Open
Contingency	1	Open	Open

Subtotal to raze entire structure			\$2,629,624.50
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Adjust Access to the Art Museum

Item	Unit	Price	Total
Concrete	1	\$37,090.00	\$37,090.00
Pavers	1	\$9,200.00	\$9,200.00
Masonry	1	\$3,700.00	\$3,700.00
Metals	1	\$8,200.00	\$8,200.00
Waterproofing	1	\$2,205.00	\$2,205.00
EIFS	1	\$27,030.00	\$27,030.00
Painting	1	\$2,300.00	\$2,300.00
General conditions	1	Open	Open
Engineering/Design	1	Open	Open
Traffic control	1	Open	Open
Contingency	1	Open	Open

Subtotal to adjust access to the Art Museum			\$89,725.00
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Address Earth Retention Systems, Construct Parapets

Item	Unit	Price	Total
Sheet Piling	1	\$157,600.00	\$157,600.00
Excavating	1	\$1,700.00	\$1,700.00
Concrete	1	\$151,650.00	\$151,650.00
Masonry	1	\$119,540.00	\$119,540.00
Metals	1	\$18,360.00	\$18,360.00
EIFS	1	\$42,600.00	\$42,600.00
Painting	1	\$4,590.00	\$4,590.00
Site Lighting	1	\$22,500.00	\$22,500.00
General conditions	1	Open	Open
Engineering/Design	1	Open	Open
Traffic control	1	Open	Open
Contingency	1	Open	Open

Subtotal to address earth retention systems and build parapets			\$518,540.00
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Contractor's overhead and profit total			\$647,577.90
Additional Repair Costs			\$0.00
Additional Maintenance Costs			\$0.00
TOTAL			\$3,885,467.40

7A: We have also considered the work required to construct a pedestrian bridge from Wisconsin Avenue to the Art Museum access.

Potential Cost: \$940,000.00

Item	Unit	Price	Total
Excavation	1	\$3,000.00	\$3,000.00
Deep foundations	1	\$110,000.00	\$110,000.00
Pavers	1	\$42,000.00	\$42,000.00
Concrete	1	\$451,632.00	\$451,632.00
Masonry	1	\$12,620.00	\$12,620.00
Metals	1	\$33,800.00	\$33,800.00
Waterproofing	1	\$8,870.00	\$8,870.00
EIFS	1	\$53,224.00	\$53,224.00
Painting	1	\$8,450.00	\$8,450.00
Plumbing	1	\$24,300.00	\$24,300.00
Electrical	1	\$35,200.00	\$35,200.00
General conditions	1	Open	Open
Engineering/Design	1	Open	Open
Traffic control	1	Open	Open
Contingency	1	Open	Open
Contractor's overhead and profit total			\$156,619.20
Total to construct a pedestrian bridge			\$939,715.20

Recommendation

Due to the fact that policy makers are seeing these options for the first time, and based on the considerable costs associated with each option, this report is for informational purposes only at this time. Based on the assessments done by INSPEC of the options presented DTPW staff recommends narrowing the options at this time to #1, # 6 and #7 for consideration.

Respectfully submitted,

Jack H. Takerian, Director
 Department of Transportation and Public Works

- cc: Scott Walker, County Executive
 Chairman Lee Holloway, County Board of Supervisors
 County Board of Supervisors
 Tom Nardelli, Chief of Staff, County Executive’s Office
 Terry Cooley, Chief of Staff, County Board of Supervisors
 Cynthia Archer, Director, Department of Administration
 Jerry Heer, Director, Department of Audit
 Sue Black, Director, Department of Parks
 Steve Kreklow, Fiscal & Budget Administrator, Admin. & Fiscal Affairs Division/DAS
 Greg High, Director, AE&ES
 Timothy Schoewe, Interim Corporation Counsel
 John Schapekahn, Principal Assistant Corporation Counsel
 Jason Gates, Director, Risk Management

Mahmoud Malas, Resident Contract Manager (Bridges and Structures), DTPW

Steve Cady, Fiscal Analyst, County Board

Brian Dranzik, Director, Administration - DTPW

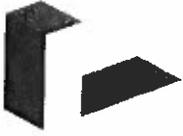
Julie Esch, Research Analyst, County Board

Jodi Mapp, TPW Committee Clerk

Martin Weddle, Research Analyst, County Board

Damian Albert, Analyst, Administration & Fiscal Affairs Division/DAS

Pam Bryant, Capital Finance Manager, Administration & Fiscal Affairs Division/DAS



INSPEC

August 30, 2010

Smart engineering of
roofs, walls, pavements
and waterproofing

Mr. Jack Takerian
Director, Department of Transportation & Public Works
Milwaukee County
2711 West Wells Street
City-Campus Building, Suite 300
Milwaukee, WI 53208

Re: Project Update

Dear Mr. Takerian:

REVISED SITE WORK SUMMARY

During the period of July 25, 2010 – August 6, 2010, there have been continuous activities at the O'Donnell Park facility. The activities have centered around stabilization of precast panels, preparation work for the non-destructive testing activities, and the non-destructive testing itself.

A summary of some of the work performed during this period includes:

- Perimeter fencing installed.
- Overhead protection installed in two phases at the Lincoln Memorial Drive bump out.
- Fencing adjusted/modified several times to accommodate requests from facility users.
- Excavation work at the plaza level completed at all precast panel locations. In some areas, this required removal of fill only, while in other areas, concrete removal was required. The concrete was cut into small pieces with saws and removed by hand due to concerns regarding excessive vibration from mechanical equipment. The soil removal varied in depth from 18" to 48" and was also all done by hand.
- Temporary stabilization of several panels above the failed panel location was undertaken on an emergency basis prior to the initial removal of the concrete parapet. On the parking level directly above, the stabilization methods involved strapping the panels to columns and large vehicles. At the plaza level, large blocks of concrete were lifted to the plaza and the panels were tied back to the blocks.

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- A large section of concrete parapet at the failed panel location was cut out and delivered to the Sheriff's Department for preservation as evidence.
- A more robust mid-term stabilization bracket was designed and installed at multiple panels. This detail was redesigned due to varying conditions two more times.
- The sister panel adjacent to the failed panel was identified for removal. This required the development of a rigging plan and structural calculations/design of the rigging details. It required coordination with the Sheriff's Office, District Attorney's Office, various Milwaukee County Departments, the City of Milwaukee, and the other potential interested parties. A security plan was developed to ensure public safety during the process. The panel was removed and delivered to the same facility as the failed panel. Two sections of the parapet were also removed at the pin locations and transferred to CTL's office/lab for future testing.
- Milwaukee County asked us to look at the feasibility of four potential repair options and to develop order of magnitude costs for those options. One of those options (permanent panel removal) required a brief structural review. This review indicated some potential issues that required more extensive evaluation. CTL is currently working on the in-depth evaluation with results expected in the next several weeks. Three additional options were added to the list, bringing the total current options to seven.
- Inspec was asked to do a visual structural review of the entire O'Donnell Park facility. The fieldwork for that is now complete.
- The county requested we develop waterproofing repair plans and budgets. That work is completed but the construction work will not be undertaken at this time.
- Part of the non-destructive testing (NDT) work required that the top surface of the pins used for attachment be exposed. Concrete coring was performed at locations where the tops of the pins were not exposed. Hand chipping proved to be inefficient and the cores will be easier to patch should that be required in the future.
- Sealant and backer rod were removed at the joints between the precast panels and the cast-in-place parapet. The exposed joints were then scraped clean by hand using saw blades and screwdrivers and blown out with an air compressor so the horizontal surface on top of the parapet was as clean as possible for the borescope work.
- In some areas, the joint referenced above was too small for the borescope to fit in. In these instances, two holes were bored into the panel and parapet on either side of the vertical pin to accommodate the borescope.

- The NDT work consisted of four primary activities: Location of all pins/anchors for the precast panels, measurement of depth of embedment of the pins into the cast-in-place parapet, location of the vertical reinforcement in the parapet, and visual observation of the surface of the concrete parapet of the pin locations using a borescope. The fieldwork portion of that work is now complete.

In addition to the site work, a number of other activities have been undertaken.

- Destructive testing of the failed panel and concrete parapet from this location as well as testing of the sister panel and parapet is necessary for the purposes of the investigation. The process for performing the testing is somewhat complicated due to the nature of this project. Some of the materials are considered evidence as part of the criminal investigation and other precautions are necessary due to anticipated litigation. These circumstances necessitated the development of a destructive testing plan that met the requirements of the Sheriff's Office, District Attorney, Milwaukee County's legal counsel, and CTL (the testing agency). That plan has been developed and approved and the sampling process is scheduled to begin on August 9, 2010.
- The organization and forensic review of the available documents related to the facility has been an on-going effort for most of this period. The latest estimate is that there are somewhere in the neighborhood of 60,000 individual pages of documents that need to be reviewed and sorted for relevance and organized. In addition to the documents in Milwaukee County's possession, we have accompanied representatives from the Sheriff's Department to several outside firms to review documents in their possession. This effort is expected to continue for several more weeks.

POTENTIAL REHABILITATION OPTIONS

Milwaukee County has asked us to develop initial budget costs for seven different rehabilitation options related to the facility. Those options are:

1. Remove Precast Panels and Leave Them Off
2. Remove Panels, Modify as Necessary, and Reinstall
3. Remove Panels and Replace with New
4. Repair Panels in Place
5. Remove Lower Level Panels and Leave Off, Repair Plaza Level Panels in Place

6. Demolish the Parking Structure, Leave the Pavilion in Place, Adjust the Access to the Art Museum, and Redevelop the Site as a Park. As a separate exercise, consider constructing a pedestrian bridge from Wisconsin Avenue to the Art Museum access.
7. Demolish the Entire Structure, Remove Pedestrian Bridge to the Transit Center, and Adjust the Access to the Art Museum. As a separate exercise, consider constructing a pedestrian bridge from Wisconsin Avenue to the Art Museum access.

The following summary provides an overall cost for each option and a brief summary of the work. The tables attached provide more information on the cost allocations. It's important to note that these are initial order of magnitude type costs and more detailed scope development and analysis will be required for each option to arrive at a better project budget.

In addition to the costs specific to each item, we have also included current repair and maintenance costs for other items unrelated to the panel issues. The specific items, quantities, and costs are found in a separate report dated August 20, 2010. We have included a line item summary table at the end of this document outlining the repair and maintenance costs that were identified. These two cost items were added to Options 1 – 5 and are identified as separate costs on each budget breakdown sheet. Repair and maintenance costs for Option #6 have been calculated based on the repairs that will still be required because they exist in the portion of the building schedule to remain. Maintenance costs have also been adjusted to reflect the cost to maintain the remaining area.

It should be noted that the repair and costs shown are only for current items and the maintenance costs reflect a one-year period. There will obviously be additional costs related to ongoing maintenance and repairs over the remaining life of the facility that are not factored into these budget numbers.

Option #1 – Remove Precast Panels and Leave Them Off

This option would remove the precast panels on the parking structure and not replace them. The precast panels at the stairwells and pavilion structure would remain in place as they are attached with different methods.

The exposed cast-in-place concrete parapet would need some repairs and some form of aesthetic treatment. The type of aesthetic treatment can vary widely from staining, to EIFS, to metal panels, etc. The aesthetics of the structure are important given its proximity to the Art Museum and Lakefront. The current building is tied to the Transit Building across the street and there are significant amounts of cast-in-place concrete that all need to work together visually. The budget provided for this option assumes the use of EIFS, which can be configured in a manner to closely resemble the existing precast panels in appearance.

The existing railings will wind up being too short to meet code and will be replaced. Our numbers assume replacement basically in kind just taller. We have included an allowance for repairs to the concrete parapet that assumes a certain level of cracking and spalling will need repair.

The costs assume the parapet can achieve the 6,000 lb. load required by code. Further analysis showed no modifications to the columns will be necessary for this option.

Potential Cost: \$5,390,368.80

Option #2 – Remove Panels, Modify as Necessary, and Reinstall

The intent of this option is to install the panels in the manner in which they were originally designed. This option is provided for informational purposes but from a practical standpoint presents so many potential problems that we don't see this as a practical solution. Generally speaking the quality, condition, and performance of precast panels are tied to the manufacturer/installer. In this instance the panels are 20 years old, they've weathered and cracked. Once a panel is removed someone will need to assume the liability of determining its appropriateness for reuse and after they are re-installed would need to recertify the acceptability of not just the installation, but the integrity of the panels themselves. We don't believe it reasonable to expect this to occur meaning a waiver of responsibility would likely be required. In addition, it is safe to assume at least a 10% breakage rate. The pieces are various sizes so until one actually breaks there is no way to order and fabricate a new one to match resulting in a construction schedule that is either extremely variable depending on availability of replacement units or perhaps split so that removal takes place in one phase and the reinstallation in another.

In any event, the logistics of panel removal, tracking, storage, modification, and reinstallation is potentially complicated and expensive. In addition it certainly can't be overlooked that if this is undertaken the panels being returned are now halfway through their anticipated life cycle. All of the above items combined with the potential liability issues make this a less than desirable option and not one that we would endorse.

Potential Cost: \$6,362,640.00

Option #3 – Remove Panels and Replace with New

In many ways this is the simplest fix. The panels would be designed to essentially replicate the panels that are already there so all concerns about changing the aesthetics of the facility and attempting to tie a “new look” into the surrounding environment. It does potentially require some additional measures related to the columns on a temporary basis. It also provides an anticipated 40 years of life. On the negative side, it is the most expensive of the options priced thus far by a fairly significant margin.

Potential Cost: \$8,387,388.00

Option #4 – Repair Panels in Place

The initial plan for this option involved installing helical anchors through the face of the panels into the cast-in-place concrete parapet, which in simplistic terms, essentially screws the panels in place. As the investigation continued, it was determined that the bearing of the panels on the parapet is also problematic and the helical anchors alone don't address that issue. The final repair option would likely involve a new attachment method with installation being made through the top of the panel into the parapet with the possibility of installing some helical anchors through the face of the panels, but not as many as would have been required before the bearing issues were known. The positive aspect of this solution is cost being the lowest price option available. The potential negatives include the manner that the panels are now attached does not allow for longitudinal movement of the panels as they are essentially fixed in place. Good design practice would have provided an allowance for this movement to occur. To retrofit a repair that makes this possible is difficult and it may be that the County will need to accept a repair design that does not allow this movement either. Another significant problem with this approach is the cast-in-place parapet is never exposed so any needed repairs of cracks or spalls would go unaddressed. It is our opinion that the negative aspects of this approach outweigh the potential financial savings.

Potential Cost: \$3,067,632.00

Option #5 – Remove Lower Panels and Leave Off, Repair Plaza Level Panels in Place

The intent of this repair is to side step the possible structural issues with the columns related to the removal of the plaza level precast pieces. The positive aspect of this approach is it may minimize or eliminate the need for additional work at the columns.

The negatives include the same issues listed above for repairing the panels in place as well as adding complications to the aesthetic issues faced with the complete removal outlined in Option #1. This option also poses some questions pertaining to the scope from the standpoint of if it's acceptable to leave the biggest and heaviest pieces of precast in place, why not leave all of them? We are not sure there is a good answer to that based on the information available to us at this point and as such cannot recommend this approach. It is conceivable that the analysis of the columns shows the work required to remove the plaza level panels is cost prohibitive at which point this could become a more palatable potential option.

The structural analysis that was performed showed there should be no concerns related to the columns if the plaza level panels are removed. Given those findings, we cannot recommend moving forward with this option.

Potential Cost: \$4,516,932.00

Option #6 – Demolish the Parking Structure, Leave the Pavilion in Place, Adjust the Access to the Art Museum, and Redevelop the Site as a Park

This option involves razing the existing structure from column line F to column line J and from column line 2 to column line 39. The intent is to preserve the north stair tower for vertical access to Mason Street; the east stair and platform to access the bridge to the Art Museum; and, the Pavilion Building including the portion of the parking structure from column line A to column line E and from column line 21 to column line 40.

As a result of razing a portion of the parking structure, we must also consider the cost of constructing a veneer in front of the earth retention systems that will become exposed on the north and west sides of the parking structure. A budget has been included to establish a park on approximately (4) acres of land where the parking structure currently exists as well as re-establishing the streetscape on Wisconsin, Prospect, and Mason Streets.

Although Option #6 is the fourth most costly option, it will virtually eliminate the precast concrete veneer panels and to a large extent, remove the structural elements that are being scrutinized by the ongoing investigation, thereby reducing the costs of repairing and maintaining the parking structure. However, this option also eliminates a current revenue source for the County.

The work considered to establish the budget for Option #6 includes the following:

- Demolish the parking structure
- Remodel the north stair tower

- Adjust the access to the Art Museum
- Leave the Pavilion Building and corresponding part of the parking structure
- Construct a façade in front of the retaining walls exposed when the structure is razed
- Redevelop the parking structure site as a park
- Re-streetscape Wisconsin Avenue, Prospect, and Mason Street

Potential Cost: \$6,000,000.00

We have also considered the work required to construct a pedestrian bridge from Wisconsin Avenue to the Art Museum access, which has been included below as item #6A but is not included in the potential cost of item #6 listed above.

6A: Construct a pedestrian bridge from Wisconsin Avenue to the Art Museum access.

Potential Cost: \$940,000.00

Option #7 – Demolish Entire Structure, Remove Transit Building Pedestrian Bridge, Adjust the Access to the Art Museum

This option involves razing the entire parking structure, pavilion, and pedestrian bridge to the transit building. The intent is to preserve the southeast pedestrian ramp and the east stair and platform to access the bridge to the Art Museum. The existing earth retention systems will be left in place and perforated as necessary to accommodate drainage.

Option #7 will eliminate the building completely and all of the associated repair issues and anticipated maintenance expenses, however, this option also eliminates a current revenue source for the County.

The work considered to establish the budget for Option #7 includes the following:

- Raze the entire structure
- Adjust the access to the Art Museum
- Address retaining walls exposed when the structure is razed, build new walls, parapets, and perforate sheet piling

Potential Cost: \$3,900,000.00

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We have also considered the work required to construct a pedestrian bridge from Wisconsin Avenue to the Art Museum access, which has been included below as item #7A but is not included in the potential cost of item #7 listed above.

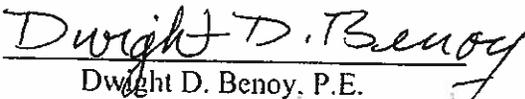
7A: Construct a pedestrian bridge from Wisconsin Avenue to the Art Museum access.

Potential Cost: \$940,000.00

RECOMMENDATIONS

Of the options related to leaving the structure in place, Option #1 is the obvious best solution, if keeping the building, and we would encourage you to discontinue discussions related to Options #2, #3, #4, and #5. It also appears there is the potential for the most prudent decision to be either partial or full demolition of the structure as represented by Options #6 and #7. We therefore recommend that Milwaukee County consider Options #1, #6, and #7 in their remediation selection. Although the existing structure history, background, condition, and age will undoubtedly play a major role in your decision making, the County may want to further compare a detailed cost/benefit analysis of these #1, #6, and #7 Options prior to any final decision on remediation strategy being made.

Inspec


Dwight D. Benoy, P.E.

OPTION #1
Remove Precast Panels and Leave Them Off

Item	Unit	Price	Total
Remove railing	4,885	\$35.00	\$170,975.00
Remove panels	20,182	\$55.00	\$1,110,010.00
Dispose of railing	1	\$7,500.00	\$7,500.00
New, modified railing	4,885	\$80.00	\$390,800.00
Install rails	4,885	\$35.00	\$170,975.00
Paint rails	4,885	\$20.00	\$97,700.00
Caratage and disposal of panels	1	\$30,000.00	\$30,000.00
Repair parapet allowance	1,500	\$150.00	\$225,000.00
Add EIFS cladding	20,182	\$15.00	\$302,730.00
Flash EIFS	20,182	\$2.00	\$40,364.00
Frame & sheath for EIFS	17,956	\$10.00	\$179,560.00
Precast coping at rail	4,885	\$30.00	\$146,550.00
General conditions	1	Open	Open
Shoring	1	Open	Open
Engineering	1	Open	Open
Tie-in to adjacent surfaces	1	Open	Open
Traffic control	1	Open	Open
Contingency	1	Open	Open
Contractor's overhead and profit total			\$574,432.80
Total to remove precast panels			\$3,446,596.80
Additional Repair Costs			\$323,772.00
Additional Maintenance Costs			\$1,620,000.00
TOTAL			\$5,390,368.80

OPTION #2
Remove Panels, Modify as Necessary, and Reinstall

Item	Unit	Price	Total
Remove railing	4,885	\$35.00	\$170,975.00
Remove panels	20,182	\$55.00	\$1,110,010.00
Re-install existing panels	20,182	\$65.00	\$1,311,830.00
Transport railings to off-site location	1	\$7,500.00	\$7,500.00
Prep railings for paint	4,885	\$10.00	\$48,850.00
Install railing	4,885	\$35.00	\$170,975.00
Paint railings (2 coats/c sides)	4,885	\$20.00	\$97,700.00
Freight shipping	1	\$35,000.00	\$35,000.00
Repair parapet allowance	1,500	\$150.00	\$225,000.00
Repair panel allowance	20,182	\$25.00	\$504,550.00
General conditions	1	Open	Open
Contingency	1	Open	Open
Shoring (subject to engineering specs)	1	Open	Open
Engineering	1	Open	Open
Tie-in to adjacent surfaces (subject to specifications)	1	Open	Open
Traffic control (subject to ordinances)	1	Open	Open
Contractor's overhead and profit total			\$736,478.00
Total to remove panels and reinstall			\$4,418,868.00
Additional Repair Costs			\$323,772.00
Additional Maintenance Costs			\$1,620,000.00
TOTAL			\$6,362,640.00

OPTION #3
Remove Panels and Replace with New

Item	Unit	Price	Total
Remove railing	4,885	\$35.00	\$170,975.00
Remove panels	20,182.0	\$55.00	\$1,110,010.00
Replace precast decorative panels with new	20,182.0	\$185.00	\$3,733,670.00
Prep railings for paint	4,885	\$10.00	\$48,850.00
Paint railings (2 coats/c sides)	4,885	\$20.00	\$97,700.00
Install railing	4,885	\$35.00	\$170,975.00
Freight shipping - railing	1	\$7,500.00	\$7,500.00
Caratage and disposal of panels	1	\$30,000.00	\$30,000.00
General conditions	1	Open	Open
Shoring (subject to engineering specs)	1	Open	Open
Tie-in to adjacent surfaces (subject to specifications)	1	Open	Open
Traffic control (subject to ordinances)	1	Open	Open
Shoring (subject to engineering specs)	1	Open	Open

Contractor's overhead and profit total	\$1,073,936.00
Total to remove precast panels and replace with new	\$6,443,616.00
Additional Repair Costs	\$323,772.00
Additional Maintenance Costs	\$1,620,000.00
TOTAL	\$8,387,388.00

OPTION #4
Repair Panels in Place

Item	Unit	Price	Total
Reinstall existing panels with heli anchors	19,000	\$40.00	\$760,000.00
Prep railings for paint	4,885	\$10.00	\$48,850.00
Paint railings (2 coats/2 sides)	4,885	\$20.00	\$97,700.00
Freight shipping	1	\$5,000.00	\$5,000.00
Equipment charges	1	\$25,000.00	\$25,000.00
General conditions	1	Open	Open
Shoring (subject to engineering specs)	1	Open	Open
Engineering	1	Open	Open
Tie-in to adjacent surfaces (subject to specifications)	1	Open	Open
Traffic control (subject to ordinances)	1	Open	Open
Contingency	1	Open	Open

Contractor's overhead and profit total	\$187,310.00
Total to repair panels in place	\$1,123,860.00
Additional Repair Costs	\$323,772.00
Additional Maintenance Costs	\$1,620,000.00
TOTAL	\$3,067,632.00

OPTION #5

Remove Lower Panels and Leave Off, Repair Plaza Level Panels in Place

Item	Unit	Price	Total
Remove railing	4,885	\$35.00	\$170,975.00
Remove panels	10,150	\$55.00	\$558,250.00
Dispose of railing except plaza	1	\$5,000.00	\$5,000.00
New railing	3,500	\$80.00	\$280,000.00
Install rails	4,885	\$35.00	\$170,975.00
Prep existing rails for paint	1,385	\$10.00	\$13,850.00
Paint rails	4,885	\$20.00	\$97,700.00
Caratage and dispose of panels	1	\$20,000.00	\$20,000.00
Repair parapet allowance	1,500	\$150.00	\$225,000.00
Add EIFS cladding	10,150	\$15.00	\$152,250.00
Frame & sheath for EIFS	7,420	\$10.00	\$74,200.00
Secure plaza panels	10,032	\$25.00	\$250,800.00
Flash EIFS	10,150	\$2.00	\$20,300.00
Precast coping at new rails	3,500	\$30.00	\$105,000.00
General conditions	1	Open	Open
Shoring	1	Open	Open
Engineering	1	Open	Open
Tie-in to adjacent surfaces	1	Open	Open
Traffic control	1	Open	Open
Contingency	1	Open	Open

Contractor's overhead and profit total	\$428,860.00
Total to remove lower panels and repair plaza level in place	\$2,573,160.00
Additional Repair Costs	\$323,772.00
Additional Maintenance Costs	\$1,620,000.00
TOTAL	\$4,516,932.00

**Current Additional Repairs and Maintenance
Options 1-5**

Repairs

Item	Cost
Crack Monitoring	\$21,120.00
Epoxy Injection	\$17,220.00
Epoxy Sealant	\$15,000.00
Repair Drain Leaders	\$25,600.00
Repair Spalls	\$4,800.00
Repair Expansion Joints	\$17,950.00
Repair Handrails	\$19,100.00
Replace Sealant	\$2,100.00
Repair Water Infiltration Source	\$100,000.00
Replace Landscaping and Paving	\$50,400.00
Subtotal	\$273,290.00
Contractor's Overhead and Profit	\$50,442.00
Total Repair Cost	\$323,732.00

Maintenance

Item	Cost
General Maintenance	\$120,000.00
Reseal Parking Deck	\$1,500,000.00
Total Maintenance Cost	\$1,620,000.00
Total Repair and Maintenance Cost	\$1,943,732.00

OPTION #6

Demolish the Parking Structure, Leave the Pavilion in Place, Adjust the Access to the Art Museum, and Redevelop the Site as a Park

Raze Structure

Item	Unit	Price	Total
Project specific safety program	1	\$20,800.00	\$20,800.00
Perimeter fencing	2,850	\$7.05	\$20,092.50
Utility disconect	1	\$54,000.00	\$54,000.00
Dust control	1	\$26,000.00	\$26,000.00
Clear & grub	1	\$39,000.00	\$39,000.00
Access roads	1	\$20,000.00	\$20,000.00
Selective demolition	1	\$450,300.00	\$450,300.00
Bulk demolition	1	\$895,000.00	\$895,000.00
		\$0.00	\$0.00
General conditions	1	Open	Open
Engineering	1	Open	Open
Traffic control	1	Open	Open
Contingency	1	Open	Open

Subtotal to raze part of the parking structure	\$1,525,192.50
--	----------------

Remodel North Stair Tower

Item	Unit	Price	Total
Concrete	1	\$5,780.00	\$5,780.00
Masonry	1	\$7,280.00	\$7,280.00
Metals	1	\$2,980.00	\$2,980.00
Carpentry	1	\$38,008.00	\$38,008.00
Doors & frames	1	\$3,200.00	\$3,200.00
Glass & glazing	1	\$6,760.00	\$6,760.00
Roofing	1	\$9,000.00	\$9,000.00
EIFS	1	\$12,800.00	\$12,800.00
Finishes	1	\$5,150.00	\$5,150.00
Fire protection		\$0.00	\$0.00
Plumbing		\$0.00	\$0.00
HVAC	1	\$7,600.00	\$7,600.00
Electric	1	\$15,750.00	\$15,750.00
General conditions	1	Open	Open
Engineering/Design	1	Open	Open
Traffic control	1	Open	Open
Contingency	1	Open	Open

Subtotal to remodel north stair tower	\$114,308.00
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OPTION #6

Demolish the Parking Structure, Leave the Pavilion in Place, Adjust the Access to the Art Museum, and Redevelop the Site as a Park

Adjust Access to the Art Museum

Item	Unit	Price	Total
Concrete	1	\$37,090.00	\$37,090.00
Pavers	1	\$9,200.00	\$9,200.00
Masonry	1	\$3,700.00	\$3,700.00
Metals	1	\$8,200.00	\$8,200.00
Waterproofing	1	\$2,205.00	\$2,205.00
EIFS	1	\$27,030.00	\$27,030.00
Painting	1	\$2,300.00	\$2,300.00
General conditions	1	Open	Open
Engineering/Design	1	Open	Open
Traffic control	1	Open	Open
Contingency	1	Open	Open

Subtotal to adjust access to the Art Museum	\$89,725.00
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Leave the Pavilion in Place

Item	Unit	Price	Total
Site utilities	1	\$100,000.00	\$100,000.00
Pavers	1	\$32,280.00	\$32,280.00
Concrete	1	\$250,795.00	\$250,795.00
Masonry	1	\$136,555.00	\$136,555.00
Metals	1	\$90,055.00	\$90,055.00
Carpentry	1	\$9,780.00	\$9,780.00
Waterproofing	1	\$10,974.00	\$10,974.00
Roofing	1	\$9,080.00	\$9,080.00
EIFS	1	\$150,518.00	\$150,518.00
Doors & frames	1	\$6,400.00	\$6,400.00
Finishes	1	\$35,000.00	\$35,000.00
Plumbing	1	\$8,400.00	\$8,400.00
Fire protection	1	\$6,000.00	\$6,000.00
HVAC		\$0.00	\$0.00
Electric	1	\$9,030.00	\$9,030.00
General conditions	1	Open	Open
Engineering/Design	1	Open	Open
Traffic control	1	Open	Open
Contingency	1	Open	Open

Subtotal to leave the Pavilion in place	\$854,867.00
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OPTION #6

Demolish the Parking Structure, Leave the Pavilion in Place, Adjust the Access to the Art Museum, and Redevelop the Site as a Park

Construction a Veneer in Front of the Earth Retention Systems

Item	Unit	Price	Total
Concrete	1	\$256,730.00	\$256,730.00
Masonry	1	\$445,960.00	\$445,960.00
Metals	1	\$59,120.00	\$59,120.00
Waterproofing	1	\$27,596.00	\$27,596.00
EIFS	1	\$71,680.00	\$71,680.00
Finishes	1	\$12,240.00	\$12,240.00
General conditions	1	Open	Open
Engineering/Design	1	Open	Open
Traffic control	1	Open	Open
Contingency	1	Open	Open

Subtotal to construct veneer in front of retaining walls	\$873,326.00
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Redevelop the Site as a Park

Item	Unit	Price	Total
Grading	1	\$80,000.00	\$80,000.00
Storm water detention	1	\$350,000.00	\$350,000.00
Drainage & irrigation	1	\$30,000.00	\$30,000.00
Impervious pavements	1	\$86,120.00	\$86,120.00
Landscaping	1	\$185,848.00	\$155,848.00
Focal point allowance	1	\$50,000.00	\$50,000.00
Site lighting	1	\$48,000.00	\$48,000.00
General conditions	1	Open	Open
Engineering/Design	1	Open	Open
Traffic control	1	Open	Open
Contingency	1	Open	Open

Subtotal to redevelop the site as a park	\$799,968.00
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OPTION #6

Demolish the Parking Structure, Leave the Pavilion in Place, Adjust the Access to the Art Museum, and Redevelop the Site as a Park

Re-establish Streetscape from Wisconsin Avenue to Mason Street

Item	Unit	Price	Total
Grading	1	\$40,000.00	\$40,000.00
Drainage & irrigation	1	\$23,000.00	\$23,000.00
Impervious Pavement	1	\$15,000.00	\$15,000.00
Landscaping	1	\$44,260.00	\$44,260.00
Focal Point	1	\$15,000.00	\$15,000.00
Site lighting	1	\$23,000.00	\$23,000.00
Concrete	1	\$20,000.00	\$20,000.00
Waterproofing	1	\$3,000.00	\$3,000.00
Masonry	1	\$20,000.00	\$20,000.00
Metals	1	\$17,280.00	\$17,280.00
Painting	1	\$4,320.00	\$4,320.00
General conditions	1	Open	Open
Engineering/Design	1	Open	Open
Traffic control	1	Open	Open
Contingency	1	Open	Open

Subtotal to re-establish streetscape from Wisconsin Ave. to Mason St.	\$224,860.00
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Contractor's overhead and profit total	\$898,091.20
Additional Repair Costs	\$139,560.00
Additional Maintenance Costs	\$476,000.00
TOTAL	\$5,995,897.70

OPTION #6A

Construct a Pedestrian Bridge from Wisconsin Ave. to the Art Museum Access

Item	Unit	Price	Total
Excavation	1	\$3,000.00	\$3,000.00
Deep foundations	1	\$110,000.00	\$110,000.00
Pavers	1	\$42,000.00	\$42,000.00
Concrete	1	\$451,632.00	\$451,632.00
Masonry	1	\$12,620.00	\$12,620.00
Metals	1	\$33,800.00	\$33,800.00
Waterproofing	1	\$8,870.00	\$8,870.00
EIFS	1	\$53,224.00	\$53,224.00
Painting	1	\$8,450.00	\$8,450.00
Plumbing	1	\$24,300.00	\$24,300.00
Electrical	1	\$35,200.00	\$35,200.00
General conditions	1	Open	Open
Engineering/Design	1	Open	Open
Traffic control	1	Open	Open
Contingency	1	Open	Open
Contractor's overhead and profit total			\$156,619.20
Total to construct a pedestrian bridge			\$939,715.20

OPTION #7

Demolish the Entire Structure, Pavilion and Pedestrian Bridge to the Transit Building, Adjust the Access to the Art Museum, and Address Retaining Walls, etc.

Raze Structure

Item	Unit	Price	Total
Project specific safety program	1	\$20,800.00	\$20,800.00
Perimeter fencing	2,850	\$7.05	\$20,092.50
Utility disconnect	1	\$150,000.00	\$150,000.00
Dust control	1	\$30,000.00	\$30,000.00
Clear & grub	1	\$39,000.00	\$39,000.00
Access roads	1	\$20,000.00	\$20,000.00
Selective demolition	1	\$784,000.00	\$784,000.00
Bulk demolition	1	\$1,565,732.00	\$1,565,732.00
		\$0.00	\$0.00
General conditions	1	Open	Open
Engineering	1	Open	Open
Traffic control	1	Open	Open
Contingency	1	Open	Open

Subtotal to raze entire structure	\$2,629,624.50
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Adjust Access to the Art Museum

Item	Unit	Price	Total
Concrete	1	\$37,090.00	\$37,090.00
Pavers	1	\$9,200.00	\$9,200.00
Masonry	1	\$3,700.00	\$3,700.00
Metals	1	\$8,200.00	\$8,200.00
Waterproofing	1	\$2,205.00	\$2,205.00
EIFS	1	\$27,030.00	\$27,030.00
Painting	1	\$2,300.00	\$2,300.00
General conditions	1	Open	Open
Engineering/Design	1	Open	Open
Traffic control	1	Open	Open
Contingency	1	Open	Open

Subtotal to adjust access to the Art Museum	\$89,725.00
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OPTION #7

Demolish the Entire Structure, Pavilion and Pedestrian Bridge to the Transit Building, Adjust the Access to the Art Museum, and Address Retaining Walls, etc.

Address Earth Retention Systems, Construct Parapets

Item	Unit	Price	Total
Sheet Piling	1	\$157,600.00	\$157,600.00
Excavating	1	\$1,700.00	\$1,700.00
Concrete	1	\$151,650.00	\$151,650.00
Masonry	1	\$119,540.00	\$119,540.00
Metals	1	\$18,360.00	\$18,360.00
EIFS	1	\$42,600.00	\$42,600.00
Painting	1	\$4,590.00	\$4,590.00
Site Lighting	1	\$22,500.00	\$22,500.00
General conditions	1	Open	Open
Engineering/Design	1	Open	Open
Traffic control	1	Open	Open
Contingency	1	Open	Open

Subtotal to address earth retention systems and build parapets	\$518,540.00
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Contractor's overhead and profit total	\$647,577.90
Additional Repair Costs	\$0.00
Additional Maintenance Costs	\$0.00
TOTAL	\$3,885,467.40

OPTION #7A**Construct a Pedestrian Bridge from Wisconsin Ave. to the Art Museum Access**

Item	Unit	Price	Total
Excavation	1	\$3,000.00	\$3,000.00
Deep foundations	1	\$110,000.00	\$110,000.00
Pavers	1	\$42,000.00	\$42,000.00
Concrete	1	\$451,632.00	\$451,632.00
Masonry	1	\$12,620.00	\$12,620.00
Metals	1	\$33,800.00	\$33,800.00
Waterproofing	1	\$8,870.00	\$8,870.00
EIFS	1	\$53,224.00	\$53,224.00
Painting	1	\$8,450.00	\$8,450.00
Plumbing	1	\$24,300.00	\$24,300.00
Electrical	1	\$35,200.00	\$35,200.00
General conditions	1	Open	Open
Engineering/Design	1	Open	Open
Traffic control	1	Open	Open
Contingency	1	Open	Open
Contractor's overhead and profit total			\$156,619.20
Total to construct a pedestrian bridge			\$939,715.20



Smart engineering of
roofs, walls, pavements
and waterproofing

Structural Evaluation
O'Donnell Parking Facility
Michigan Street and Lincoln Memorial
Drive
Milwaukee, Wisconsin

Reported to:
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A handwritten signature in cursive script that reads "Michael F. Wiscons".

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August 11, 2010
Inspec Project No. 301184

Chicago

Milwaukee

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GENERAL STRUCTURAL EVALUATION

General

Per your request, on July 22, and 23, 2010, Inspec conducted a site visit to the William F. O'Donnell Park parking facility captioned above. The purpose of our visit was to visually observe the structure of the garage, plaza, pavilion, and bridge to the south and to provide our comments regarding structural concerns. The evaluation was performed by visual examination only and did not include the exterior precast concrete panels which were currently being investigated by a testing agency. No invasive measures or testing was performed. Photos are included in Appendix A.

OBSERVATIONS AND RECOMMENDATIONS

1. Garage

The garage is a cast-in-place, post-tensioned concrete structure with architectural precast concrete perimeter panels (Photos #1 - #4). It has three levels of parking with stairwells and elevators. For the purpose of this report, the levels are referred to Ground Level, Main Level, and Upper Level. The Main Level is accessible from the Michigan Street entrance on the south side. Column designations and stairwell numbers refer to those indicated on the original Miller-Meier-Kenyon-Cooper Architects & Engineers, Inc. drawings. See Appendix B and C.

Periodic maintenance of parking garages is necessary in order to maintain their structural integrity. The American Concrete Institute has a useful publication entitled ACI 362.2R, "Guide for Structural Maintenance of Parking Structures".

Comments at each level refer to observations made upon examination while standing on that particular level. Therefore, comments on the floor slab refer to the slab below that level. Comments on the beams refer to the beams above. Comments on the columns refer to that portion of the column above and visible at that particular level.

1.1 Ground Level

- 1.1.a. There was a 1/32" wide crack, 8' long in the concrete wall on 38-line between column lines F and F.8 (Photo #5).
 - The crack should be repaired with epoxy injection material.
- 1.1.b. There was a 30' long, 1/8" wide crack in the concrete wall on 38-line and on the underside of the concrete slab above. Water was leaking from above and 38-line wall was wet (Photos #6 - #7).
 - The crack in the wall should be repaired with epoxy injection material. The crack in the slab should be monitored.
- 1.1.c. There were several 5' long to 10' long hairline cracks in the south wall on 39-line (Photo #8).
 - The cracks should be monitored and possibly repaired if they grow wider.
- 1.1.d. There were numerous cracks in the floor slab below (Photos #9 - #10).
 - The cracks should be sealed.
- 1.1.e. There was a detached drain leader at column 36-G (Photos #11 - #12).
 - The drain leader should be replaced.
- 1.1.f. There was a leaking drain leader at column 34-G (Photo #13).
 - The drain leader should be repaired.

- 1.1g. There was a 1/16" wide crack in the underside of the slab above between columns 34-D and 36-D. The crack was 25' long and the underside of the slab was wet (Photos #14 - #15).
 - The crack should be monitored.
- 1.1h. There was a severely corroded drain leader and the adjacent concrete was wet at column 30-C (Photo #16).
 - The drain leader should be repaired or replaced.
- 1.1i. There was a 1/16" to 1/8" wide crack, 75' long on the underside of the slab above between columns B-29, B-30, D-29, and D-30. There was a crack monitor in place (Photos #17 - #18).
 - The crack should continue to be monitored.
- 1.1j. There was a 2' diameter by 2" deep spall in the underside of the slab above between column D-27 and D-28 (Photo #19).
 - The spall should be repaired.
- 1.1k. There was leaking water on the underside of the slab above, adjacent to the drain leader, between columns D-26 and D-27 (Photo #20).
 - The leak should be repaired.
- 1.1l. There was a leaking drain leader at column 24-J (Photo #21).
 - The drain leader should be repaired.
- 1.1m. There was a leaking drain leader at column 24-G (Photo #22).
 - The drain leader should be repaired.
- 1.1n. There was a leaking drain leader between columns H and J on 26.5 line (Photo #23).
 - The drain leader should be repaired.
- 1.1o. There was a cracked and leaking drain leader at column 27-G (Photos #24 - #25).
 - The drain leader should be replaced.
- 1.1p. There was a 6' long, 1/16" wide diagonal crack in the concrete wall located just south of column 29-F (Photo #26).
 - The crack should be repaired with epoxy injection material.
- 1.1q. There was corroded steel in the expansion joint above, located just south of columns 22-E and 22-F (Photo #27).
 - The expansion joint should be cleaned and repaired.
- 1.1r. There were five 4' long, 1/16" wide vertical cracks in the partial height concrete wall on J-line between 21 and 21.6 (Photo #28).
 - The cracks should be repaired with crack injection material.

- 1.1s. There were corroded handrails along the entire east wall on J-line (Photos #29 - #31)
 - The handrails should be cleaned, repaired, and painted.
- 1.1t. There was a leaking drain leader at column 19-G (Photo #32).
 - The drain leader should be repaired.
- 1.1u. There was a detached drain leader at column 15-J (Photos #33).
 - The drain leader should be replaced.
- 1.1v. There was a leaking drain leader at column 12-J (Photo #34).
 - The drain leader should be repaired.
- 1.1w. There was water infiltration at column 11-G (Photos #35 - #36).
 - The leaks should be repaired.
- 1.1x. There was a 1/16" wide, 6' long crack in the underside of the slab above located south of column 11-H (Photo #37).
 - The crack should be monitored.
- 1.1y. There was a leaking drain leader at column 10.8-J (Photo #38).
 - The drain leader should be repaired.
- 1.1z. There was a leaking drain leader at column 9-G (Photo #39).
 - The drain leader should be repaired.
- 1.1aa. There was a leaking drain leader at column 9-J (Photo #40).
 - The drain leader should be repaired.
- 1.1ab. There was a leaking drain leader at column 7-J (Photo #41).
 - The drain leader should be repaired.
- 1.1ac. There was a leaking drain leader at column 4-J (Photo #42).
 - The drain leader should be repaired.

1.2 Main Level

- 1.2a. There was a deteriorated expansion joint in the floor slab between columns E and F and 36 and 37.7 (Photos #43 - #44).
 - The expansion joint should be repaired.
- 1.2b. There was a 1/32" wide crack, 8' long, on both sides of the concrete beam above on 37-line, just east of G-line (Photos #45 - #46).
 - The cracks should be monitored.

- 1.2c. There was a 1/32" wide crack, 8' long, on both sides of the concrete beam above on 36-line, just east of G-line (Photos #47 - #48).
➤ The cracks should be monitored.
- 1.2d. There was a 1/32" wide crack, 8' long, on both sides of the concrete beam above on 35-line, just east of G-line (Photos #49 - #50).
➤ The cracks should be monitored.
- 1.2e. There was a hairline crack, 8' long, on both sides of the concrete beam above on 34-line, just east of G-line (Photos #51 - #52).
➤ The cracks should be monitored.
- 1.2f. There was severe cracking and exposed reinforcing bars on the underside of the concrete beam above on 33-line, between A and B lines. The distress was about 4' long and marking indicating "EOC 3-30-06" were written on the beam. There was also a crack monitor in place (Photos #53 - #56).
➤ The cracks and distress should continue to be monitored. Repairs should be made as deemed necessary, depending on the results of the monitoring.
- 1.2g. There was a 1/16" wide crack, 15' long, on both sides of the concrete beam above on 34-line, just east of D-line (Photos #57 - #58).
➤ The cracks should be monitored.
- 1.2h. There was a 1/16" wide crack, 15' long, on both sides of the concrete beam above on 33-line, just east of D-line (Photo #59).
➤ The cracks should be monitored.
- 1.2i. There was a 1/16" wide crack, 15' long, on both sides of the concrete beam above on 32-line, just east of D-line (Photo #60).
➤ The cracks should be monitored.
- 1.2j. There was a 2' long, 1/16" wide crack at the top of column 33-E and the beam above (Photo #61).
➤ The crack should be monitored.
- 1.2k. There was a deteriorated expansion joint in the floor slab between columns E and F and 33 and 34 (Photos #62 - #63).
➤ The expansion joint should be repaired.
- 1.2l. The sealant was removed between the cast-in-place concrete parapet wall and the precast concrete above around the perimeter of the structure (Photos #64 - #65).
➤ The sealant should be replaced.
- 1.2m. There was a 1/16" wide crack, 6' long, on both sides of the concrete beam above on 32-line, between H-line and the east wall (Photos #66 - #67).
➤ The cracks should be monitored.

- 1.2n. There was a crack monitor in place on the north side of the concrete beam on 29-line, between G and H lines (Photo #68).
 - The cracks should continue to be monitored.
- 1.2o. There were crack monitors in place on the north side of the concrete beam on 29-line, between F and G lines as well as at various other locations (Photo #69).
 - The cracks at all locations should continue to be monitored.
- 1.2p. There was a detached drain leader along the east wall at 26.5 line (Photos #70 - #71).
 - The drain leader should be replaced.
- 1.2q. There are 20' long cracks in the underside of the slab above with salt particulate coming through between 29 and 30 lines, just west of D-line (Photos #72 - #73).
 - The source of the infiltration should be further investigated and associated repairs should be made.
- 1.2r. There was a deteriorated expansion joint in the floor slab on 21-line between G and H (Photo #74).
 - The expansion joint should be replaced.
- 1.2s. There was a 2' x 1' spall near the top of the concrete beam, on the south face, located on 10-line between E and F.1 (Photos #75 - #76).
 - The spalled concrete should be repaired.
- 1.2t. There was water infiltration and a 1' x 6" spall at a previously repaired patch at the top of the concrete beam above column 10-G (Photo #77).
 - The source of the water infiltration should be investigated and repaired. The spall in the concrete should be repaired.

1.3 Upper Level

- 1.3a. There was a 4' x 2' and a 2' x 1' spall on the south face of the end of the concrete beam above column 11-J (Photos #78 - #80).
 - The cause of the spalls should be further investigated and repairs should be made as required based on the analysis.
- 1.3b. The sealant was removed between the cast-in-place concrete parapet wall and the precast concrete above around the perimeter of the structure (Photo #81).
 - The sealant should be replaced.
- 1.3c. The handrail along the east wall was removed in order to install temporary braces for the precast concrete panels (Photo #82).
 - New railing will eventually need to be installed in accordance to applicable codes.

1.4 Stairwells

- 1.4a. There is water damaged drywall on the underside of the stairs and landings in southeast Stairwell No. 11 (Photos #83 - #85)
 - The source of the water infiltration should be repaired. The drywall should be repaired.
- 1.4b. There is water damage at the underside of the Plaza level on the east side of northeast Stairwell No. 4 (Photos #86 - #87).
 - The source of the water infiltration should be repaired.
- 1.4c. The base of the handrail posts are deteriorated at west Stairwell No. 15 (Photos #88 - #90).
 - The handrail bases should be repaired.

1.5 Exterior

- 1.5a. The handrails typically have corroded (Photo #91).
 - The handrails should be cleaned and painted.
- 1.5b. There are several 1/32" wide cracks, totally about 60' in length, on the south elevation of the garage (Photo #92).
 - The cracks should be sealed.
- 1.5c. The sealant was deteriorated on the exterior precast concrete column on the east side of the garage, located 40' south of the bridge to the Art Museum to the east (Photos #93 - #94).
 - All deteriorated joints should be re-sealed.

2. Plaza

The plaza is a public space located directly above the garage. It consists of green space, walkways, and stair enclosure for access to the garage below (Photos #95 - #96).

- 2a. There is a crack approximately 4" x 2" in the southwest corner of the upper level precast concrete of the southwest Stairwell No. 10 (Photos #97 - #99).
 - The cracked concrete should be repaired.
- 2b. There is a 4' long crack and spall on the west wall of the exterior concrete steps (located north of the Art Museum) (Photos #100 - #101).
 - The crack should be repaired with epoxy injection material and spall should be repaired.
- 2c. The handrail posts at the exterior of the north stair tower are corroded (Photos #102 - #103).
 - The handrails should be cleaned and painted.

- 2d. The sealant was deteriorated at concrete joints on the wall of the ramp at the northwest corner (Photos #104 - #106).
 - The joints should be re-sealed.
- 2e. There are several 1/32" wide cracks in the concrete ramp walls at the southwest corner (Photos #107 - #108).
 - The cracks should be repaired with epoxy injection material.
- 2f. The soil along the east wall was removed in order to install temporary braces for the precast concrete panels and a trench was excavated to inspect the precast panel connection (Photo #109).
 - The waterproofing will need to be reinstated and the trench will need to be refilled.

3. Pavilion

The pavilion is a two story, steel framed structure located above the plaza level. The upper level is a children's museum. The lower level is a restaurant. It has exterior masonry cladding. The roof has a skylight over its central portion. The underside of the second floor metal deck is sprayed with fireproofing. The dining area of the restaurant, on the first floor, has a drywall ceiling (Photos #110 - #117).

- 3a. The sealant between the exterior precast concrete joints in the panels over the restaurant on the east side was deteriorated (Photos #118 - #120).
 - The joints should be re-sealed.
- 3b. The sealant between the exterior precast concrete joints in the panels on the south end of the east side was deteriorated (Photos #121 - #122).
 - The joints should be re-sealed.
- 3c. The precast concrete panels at the southeast corner are displaced approximately 1/2" and the top of the sealant between the joints was deteriorated. The connections of the panels to structure are concealed (Photos #123 - #127).
 - The concealed connections of the panels should be further investigated. Section 2/E-9 on Advance Cast Stone Co. shop drawing dated 8-12-91 indicates that the panels are connected to the steel structure with clip angles. See Appendix D. The A/E review comments ask the precaster to verify the strength of the connection at panel ends. The joints should be monitored for further displacement and then re-sealed. The monitoring could consist of measuring the joint widths at the top and bottom of the panel routinely and recording these values in a log.
- 3d. There were several 1/32" wide cracks totaling 50' in length in the cast-in-place concrete wall between the restaurant outdoor seating area and the plaza level at the southeast corner (Photos #128 - #129).
 - The cracks should be sealed.

- 3e. There was a 1/16" wide crack, 15' long, at the corner of the exterior stair wall at the southeast corner (Photo #130).
 - The crack should be repaired with epoxy injection material.
- 3f. There were cracks totaling about 20' long and rust staining on the west wall of the ramp at the north end (Photos #131 - #133).
 - The cracks should be repaired with epoxy injection material.

4. Bridge to the south

The bridge to the south is constructed of cast-in-place concrete and spans over Michigan Street to the Transit Center on the south side. There is a precast concrete enclosure with concealed connections over the middle of the bridge (Photos #134 - #136).

- 4a. The northeast corner of the precast concrete enclosure had displaced approximately 1/2" out of square (Photos #137 - #139).
 - The concealed connections of the panels should be further investigated. Section 4/S17 on Donohue Engineers drawing dated 9-29-93 pictorially indicates that the panels should be connected to each other with clip angles; however, no particular details are specified. See Appendix E. The joints should be monitored for further displacement. The monitoring could consist of measuring the panel displacement from the panel below at both edges routinely and recording these values in a log.
- 4b. There are five 1/16" wide cracks on the east side of the bridge, south of the enclosure, 20' long total (Photos #140 - #141).
 - The cracks should be further investigated and monitored.
- 4c. There are numerous 1/32" wide cracks on the underside of the bridge slab, located just south of the enclosure, totaling about 60' in length (Photos #142 - #143).
 - The cracks should be monitored.
- 4d. The southwest corner of the precast concrete enclosure has rotated approximately 1/2" (clockwise from below) out-of-plane (Photos #144 - #145).
 - The concealed connections of the panels should be further investigated. Section 4/S17 on Donohue Engineers drawing dated 9-29-93 pictorially indicates that the panels should be connected to each other with clip angles; however, no particular details are specified. See Appendix E. The joints should be monitored for further displacement. The monitoring could consist of measuring the panel displacement from the panel below at both edges routinely and recording these values in a log.
- 4e. There was corroded exposed steel, approximately 1" in diameter, on the east side of the bridge, located over the south curb line of Michigan Street (Photo #146).
 - The steel should be cleaned and epoxy painted.

- 4f. There were numerous vertical cracks on the east and west exterior faces of the bridge, mostly toward the south end (Photos #147 - #150).
 - The cracks should be monitored.

- 4g. Sealant was deteriorated or missing in the joints between the precast concrete panels of the enclosure on the walkway level (Photos #151 - #154).
 - The joints should be re-sealed.

- 4h. There were numerous 1/16" wide cracks on the interior faces of the walls over the south end of the walkway (Photos #155 - #156).
 - The cracks should be sealed.

- 4i. There was standing water and cracks on the top of the walkway slab, just south of the enclosure (Photos #157 - #160).
 - The depressed areas of the walkway surface should be reconfigured to prevent ponding and the cracks should be sealed.

SUMMARY

Various structural concerns have been identified in this report. Below is a summary of the typical deficiencies observed and an explanation of our associated recommendations. Note that recommendations for specific items are identified in the "Observations and Recommendations" portion of this report and should be followed if there is a discrepancy with these generic remarks.

- A. Cracks in concrete wall
 - Repair cracks with epoxy injection material in order to prevent moisture infiltration and reinstate the structural integrity of the wall at locations indicated. Seal cracks to prevent water infiltration as indicated at other locations.

- B. Hairline cracks in concrete wall
 - Install crack monitors to routinely measure and record the width of the cracks. If the crack widths continue to grow, repairs may be required.

- C. Cracks in underside of post-tensioned concrete slabs or sides of post-tensioned concrete beams
 - Install crack monitors to routinely measure and record the width of the cracks. Generally cracks in post-tensioned structures are narrow and dormant. Active cracks in post-tensioned structures may be a symptom of a serious structural problem. Therefore, we do not recommend sealing cracks in the underside of post-tensioned slabs or the sides of post-tensioned concrete beams until its active or dormant status has been determined. At that time, it can be determined if and how the crack should be sealed.

- D. Cracks in floor slab
 - Seal the cracks to prevent further moisture infiltration.

- E. Detached drain leaders
 - Replace detached drain leaders to control free water flow. Routine maintenance is required since unheated pipes will periodically cause drain water to freeze and burst pipes.

- F. Leaking drain leaders
 - Repair drain leaders to prevent leaks. Routine maintenance is required since unheated pipes will periodically cause drain water to freeze and develop leaks in the pipes.

- G. Spalls in concrete
 - Repair spalls to reinstate the structural integrity of the concrete in accordance with the Technical Guidelines of the International Concrete Repair Institute. Large spalls should be further investigated prior to making repairs.

- H. Deteriorated expansion joints
 - Repair the expansion joint to prevent water infiltration in to the joint. Expansion joints will require routine maintenance in order to keep them properly sealed.

I. Corroded handrails

- Clean, repair, and paint corroded handrails in order to preserve the structural integrity of the steel. The handrails will require routine maintenance.

J. Removed sealant between perimeter cast-in-place concrete parapet walls and precast concrete above

- Replace the sealant which was removed for investigation purposes by a testing agency in order to prevent water infiltration into the joint. The sealant should be maintained on a routine basis.

K. Water damage in stairwell

- The source of the water infiltration should be repaired to prevent further leaks and damage.

L. Deteriorated handrail post bases

- Repair the handrail post bases in order to reinstate the connection.

M. Deteriorated joint sealant

- Re-seal deteriorated joints to prevent water infiltration. The sealant should be maintained on a routine basis.

N. Displaced precast concrete panels

- The concealed connections of the precast concrete panels should be further investigated. The relative displacement of the joints should be monitored by routinely measuring and recording the panel joint dimensions. Deteriorated joints should then be re-sealed. Depending on the magnitude of future panel displacement, invasive investigation and/or testing of the panel connections may be necessary.

A summary of the approximate concrete repair quantities identified are tabulated below.

Area	Concrete Repair Type		
	Crack Injection (linear feet)	Crack Seal (linear feet)	Spall Repair (square feet)
Garage	100	200	20
Plaza	30	0	0
Pavilion	50	50	0
Bridge to South	0	300	0
TOTAL	180	550	21

CONCLUSION

Based on our visual examination, we observed various structural concerns with the parking garage, plaza, pavilion, and bridge to the south. These concerns and our suggested action are itemized in the "Observations and Recommendations" portion of this report.

Our recommendations should be implemented in order to correct current deficiencies and prevent future problems. If similar issues are or become present at additional locations on the structures, they should be addressed accordingly.

REMARKS

The aforementioned report is based solely on visual observations and is our opinion of the conditions described. Some latent, concealed, or conditions of other defects not observed may also be present. It is not a warranty of the condition of the entire building. This report is not intended to be used by others as reparation documents.

APPENDICES

APPENDIX A

Photos #1 - #160

Milwaukee County – O'Donnell Parking Facility – Structural Evaluation

Photo #1 – South elevation of garage



Photo #2 – North elevation of garage



Photo #3 – East elevation of garage



Photo #4 – West elevation of garage



Milwaukee County – O'Donnell Parking Facility – Structural Evaluation

Photo #5 – Crack in wall on 38-line



Photo #6 – Cracks and water on 38-line wall



Photo #7 – Cracks in slab above



Photo #8 – Cracks in wall on 39-line



Milwaukee County – O'Donnell Parking Facility – Structural Evaluation

Photo #9 – Cracks in floor slab



Photo #10 – Cracks in floor slab



Photo #11 – Detached drain leader at column 36-G



Photo #12 – Detached drain leader at column 36-G



Milwaukee County - O'Donnell Parking Facility - Structural Evaluation

Photo #13 - Leaking drain leader at column 34-G



Photo #14 - Cracks in underside of slab between 34-G and 36-G



Photo #15 - Cracks in underside of slab between 34-G and 36-G



Photo #16 - Corroded drain leader and wet concrete at column 30-C



Milwaukee County – O'Donnell Parking Facility – Structural Evaluation

Photo #17 – Crack in underside of slab between columns B-29, B-30, D-29, and D-30



Photo #18 – Crack monitor on underside of slab between columns B-29, B-30, D-29, and D-30



Photo #19 – Spall in underside of slab between D27 and D-28



Photo #20 – Leak from slab between columns D-26 and D-27



Milwaukee County – O'Donnell Parking Facility – Structural Evaluation

Photo #21 – Leaking drain leader at column 24-J



Photo #22 – Leaking drain leader at column 24-G



Photo #23 – Leaking drain leader between H and J on 26.5 line

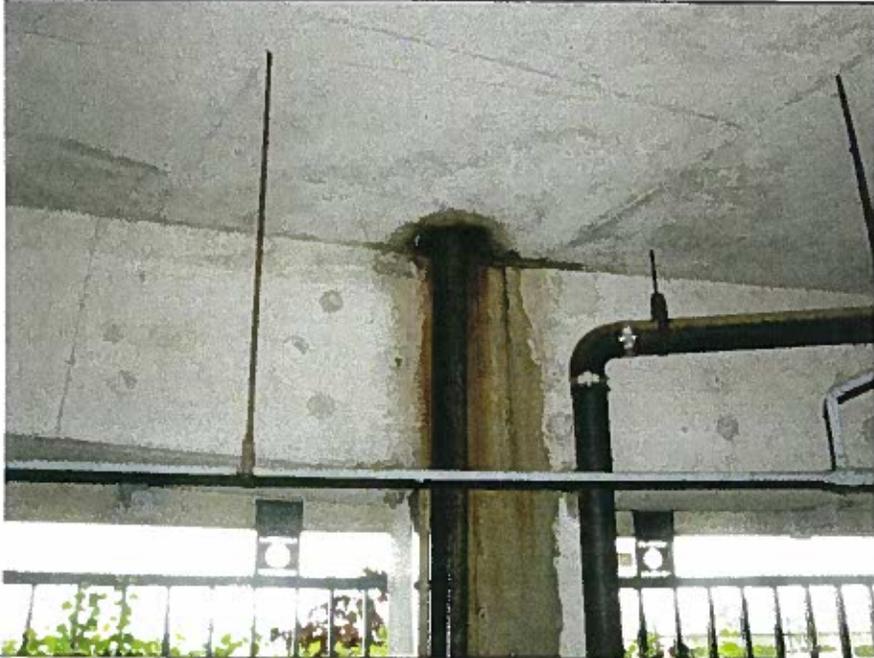


Photo #24 – Cracked and leaking drain leader at column 27-G



Milwaukee County – O'Donnell Parking Facility – Structural Evaluation

Photo #25 – Cracked and leaking drain leader at column 27-G



Photo #26 – Diagonal crack in wall just south of column 29-F



Photo #27 – Corroded steel in expansion joint above, south of columns 22-E and 22-F



Photo #28 – Cracks in partial height wall on J-line between 21 and 21.6



Milwaukee County – O'Donnell Parking Facility – Structural Evaluation

Photo #29 – Corroded handrails along east wall on J-line



Photo #30 – Corroded handrails along east wall on J-line



Photo #31 – Corroded handrails along east wall on J-line



Photo #32 – Leaking drain leader at column 19-G



Milwaukee County – O'Donnell Parking Facility – Structural Evaluation

Photo #33 – Detached drain leader at column 15-J



Photo #34 – Leaking drain leader at column 12-J



Photo #35 – Water infiltration at column 11-G



Photo #36 – Water infiltration at column 11-G



Milwaukee County – O'Donnell Parking Facility – Structural Evaluation

Photo #37 – Crack in underside of slab located south of column 11-H



Photo #38 – Leaking drain leader at column 10.8-J



Photo #39 – Leaking drain leader at column 9-G



Photo #40 – Leaking drain leader at column 9-J



Milwaukee County – O'Donnell Parking Facility – Structural Evaluation

Photo #41 – Leaking drain leader at column 7-J



Photo #42 - Leaking drain leader at column 4-J



Photo #43 – Deteriorated expansion joint in slab between E and F and 36 and 37.7



Photo #44 – Deteriorated expansion joint in slab between E and F and 36 and 37.7



Milwaukee County – O'Donnell Parking Facility – Structural Evaluation

Photo #45 – Crack in beam on 37-line, just east of G-line



Photo #46 – Crack in beam on 37-line, just east of G-line



Photo #47 – Crack in beam on 36-line, just east of G-line



Photo #48 – Crack in beam on 36-line, just east of G-line



Milwaukee County – O'Donnell Parking Facility – Structural Evaluation

Photo #49 – Crack in beam on 35-line, just east of G-line



Photo #50 – Crack in beam on 35-line, just east of G-line



Photo #51 – Crack in beam on 34-line, just east of G-line



Photo #52 – Crack in beam on 34-line, just east of G-line



Milwaukee County – O'Donnell Parking Facility – Structural Evaluation

Photo #53 – Exposed concrete on underside of beam



Photo #54 – Exposed reinforcing bars, markings, and crack monitor



Photo #55 – Crack monitor on underside of beam

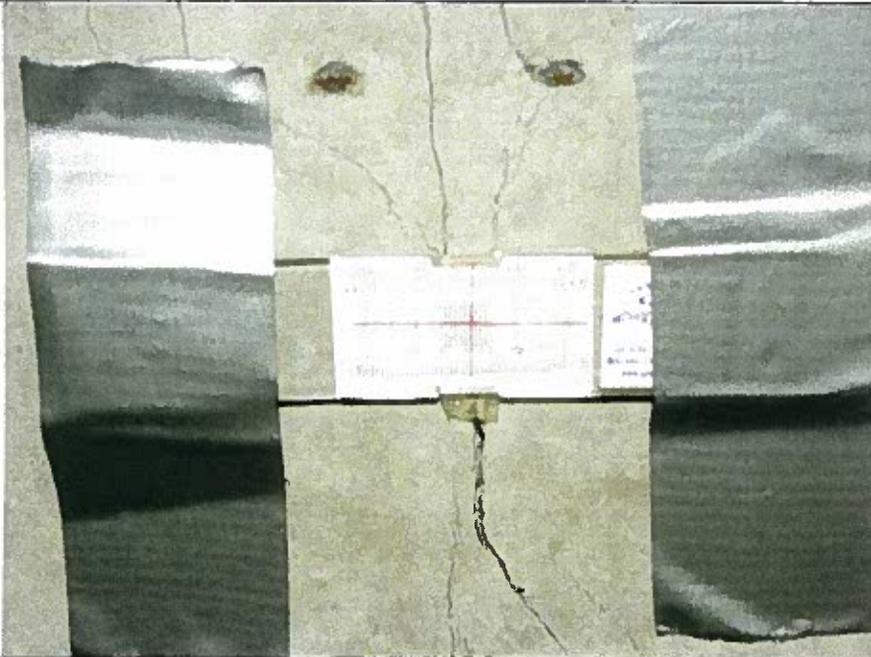


Photo #56 – Crack monitor, cracks, and exposed reinforcing bars



Milwaukee County – O'Donnell Parking Facility – Structural Evaluation

Photo #57 – Crack in beam on 34-line, just east of D-line



Photo #58 – Crack in beam on 34-line, just east of D-line



Photo #59 – Crack in beam on 33-line, just east of D-line



Photo #60 – Crack in beam on 32-line, just east of D-line



Milwaukee County – O'Donnell Parking Facility – Structural Evaluation

Photo #61 – Crack at top of column 33-E and beam above



Photo #62 – Deteriorated expansion joint in slab between E and F and 33 and 34



Photo #63 – Deteriorated expansion joint in slab between E and F and 33 and 34



Photo #64 – Removed sealant between parapet wall and precast concrete



Milwaukee County – O'Donnell Parking Facility – Structural Evaluation

Photo #65 – Removed sealant between parapet wall and precast concrete



Photo #66 – Crack in beam on 32-line, between H-line and east wall



Photo #67 – Crack in beam on 32-line, between H-line and east wall



Photo #68 – Crack monitor on 29-line between G and H



Milwaukee County – O'Donnell Parking Facility – Structural Evaluation

Photo #69 – Crack monitor on 29-line between F and G



Photo #70 – Detached drain leader along east wall at 26.5 line



Photo #71 – Detached drain leader along east wall at 26.5 line



Photo #72 – Cracks and salt particulate in underside of slab



Milwaukee County – O'Donnell Parking Facility – Structural Evaluation

Photo #73 – Cracks and salt particulate in underside of slab



Photo #74 – Deteriorated expansion joint on 21-line between G and H



Photo #75 – Spall near top of beam on 10-line, between E and F.1



Photo #76 – Spall near top of beam on 10-line, between E and F.1



Milwaukee County – O'Donnell Parking Facility – Structural Evaluation

Photo #77 – Water infiltration and spall in beam above 10-G



Photo #78 – Concrete spalls in beam above column 11-J



Photo #79 – Concrete spalls in beam above column 11-J



Photo #80 – Concrete spalls in beam above column 11-J



Milwaukee County – O'Donnell Parking Facility – Structural Evaluation

Photo #81 – Removed sealant between parapet wall and precast concrete



Photo #82 – Removed handrail along east wall



Photo #83 – Water damaged drywall in southeast Stairwell No. 11



Photo #84 – Water damaged drywall in southeast Stairwell No. 11



Milwaukee County – O'Donnell Parking Facility – Structural Evaluation

Photo #85 – Water damaged drywall in southeast Stairwell No. 11



Photo #86 – Water damage at underside of plaza level, east side Stairwell No. 4



Photo #87 – Water damage at underside of plaza level, east side Stairwell No. 4



Photo #88 – Deteriorated handrail post bases at west Stairwell No. 15



Milwaukee County – O'Donnell Parking Facility – Structural Evaluation

Photo #89 – Deteriorated handrail post bases at west Stairwell No. 15



Photo #90 – Deteriorated handrail post bases at west Stairwell No. 15



Photo #91 – Corroded handrails



Photo #92 – Cracks on south elevation



Milwaukee County – O'Donnell Parking Facility – Structural Evaluation

Photo #93 – Deteriorated sealant on exterior precast column



Photo #94 – Deteriorated sealant on exterior precast column



Photo #95 – Plaza level



Photo #96 – Stair enclosure at plaza level



Milwaukee County – O'Donnell Parking Facility – Structural Evaluation

Photo #97 – Crack in exterior of southeast stairwell

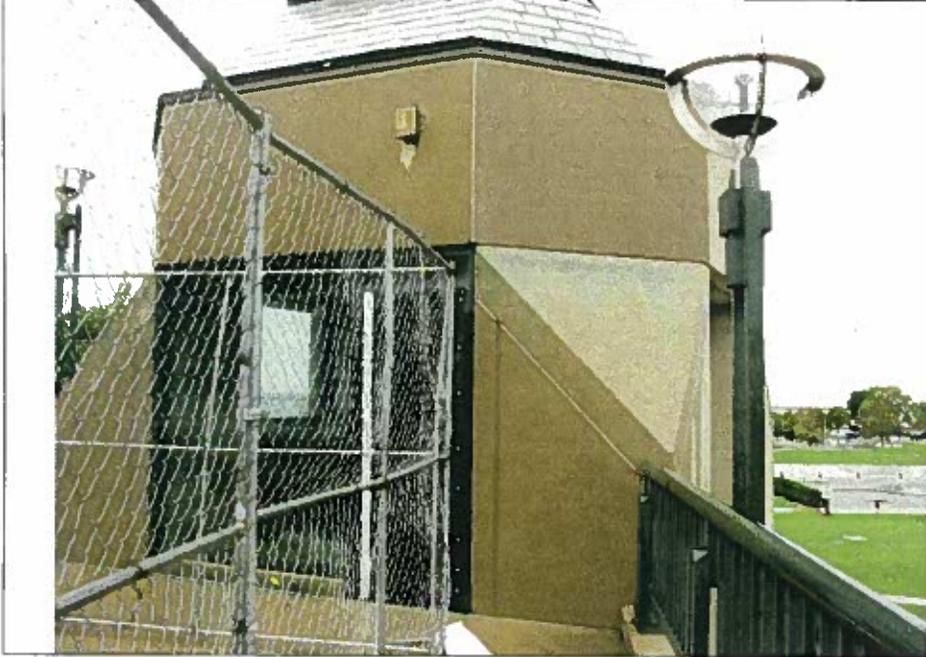


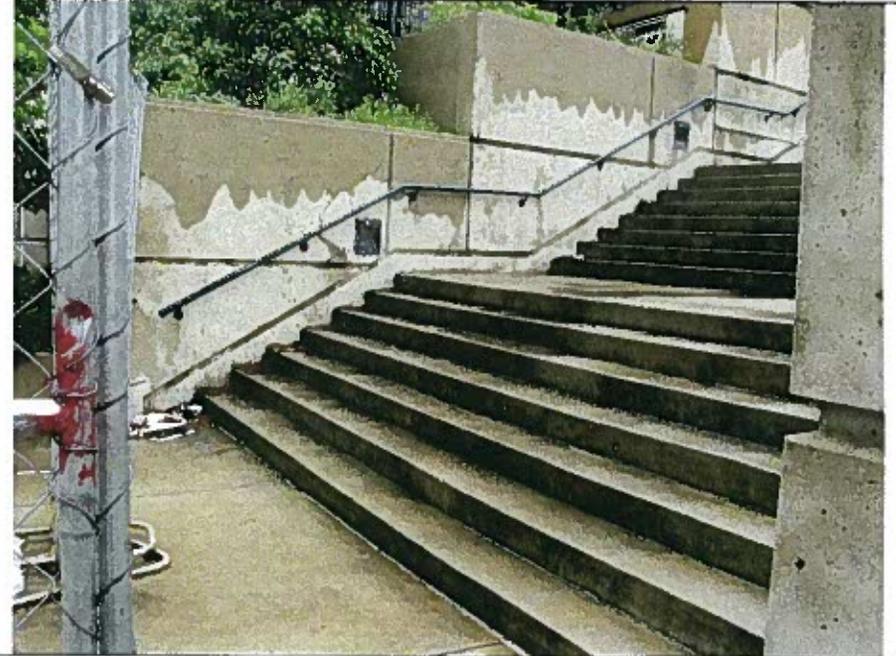
Photo #98 – Crack in exterior of southeast stairwell



Photo #99 – Crack in exterior of southeast stairwell



Photo #100 – Crack and spall on west wall of exterior concrete steps



Milwaukee County – O'Donnell Parking Facility – Structural Evaluation

Photo #101 – Crack and spall on west wall of exterior concrete steps



Photo #102 – Corroded handrail post at north stair tower



Photo #103 – Corroded handrail post at north stair tower



Photo #104 – Deteriorated sealant on wall of ramp at northwest corner of plaza



Milwaukee County – O'Donnell Parking Facility – Structural Evaluation

Photo #105 – Deteriorated sealant on wall of ramp at northwest corner of plaza

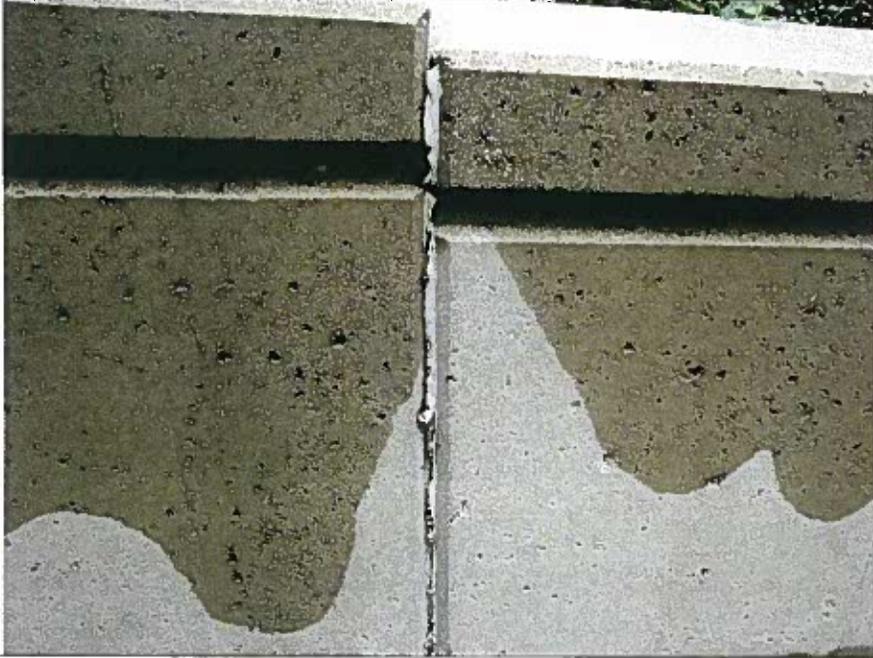


Photo #106 – Deteriorated sealant on wall of ramp at northwest corner of plaza



Photo #107 – Cracks in ramp wall at southwest corner



Photo #108 – Cracks in ramp wall on southwest corner



Milwaukee County – O'Donnell Parking Facility – Structural Evaluation

Photo #109 – Trench around perimeter at plaza level



Photo #110 – Pavilion west entrance



Photo #111 – Pavilion east entrance



Photo #112 – Pavilion roof skylight



Milwaukee County – O'Donnell Parking Facility – Structural Evaluation

Photo #113 – Pavilion roof structure



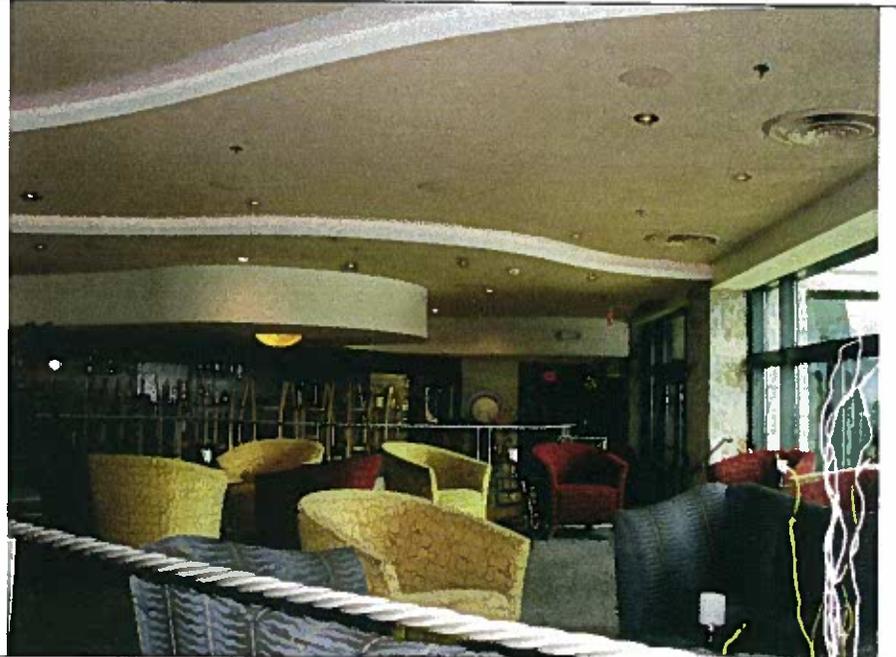
Photo #114 – Pavilion roof structure



Photo #115 – Underside of pavilion 2nd floor metal deck



Photo #116 – Ceiling above restaurant



Milwaukee County – O'Donnell Parking Facility – Structural Evaluation

Photo #117 – Ceiling above restaurant



Photo #118 – Deteriorated sealant between precast panels on east side over restaurant



Photo #119 – Deteriorated sealant between precast panels on east side over restaurant



Photo #120 – Deteriorated sealant between precast panels on east side over restaurant



Milwaukee County – O'Donnell Parking Facility – Structural Evaluation

Photo #121 – Deteriorated sealant between precast panels at south end of east side



Photo #122 – Deteriorated sealant between precast panels at south end of east side



Photo #123 – Precast panels at southeast corner



Photo #124 – Displacement of top of precast panel



Milwaukee County – O'Donnell Parking Facility – Structural Evaluation

Photo #125 – Deteriorated sealant between precast panels



Photo #126 – Deteriorated sealant between precast panels



Photo #127 – Top view of precast panel joint

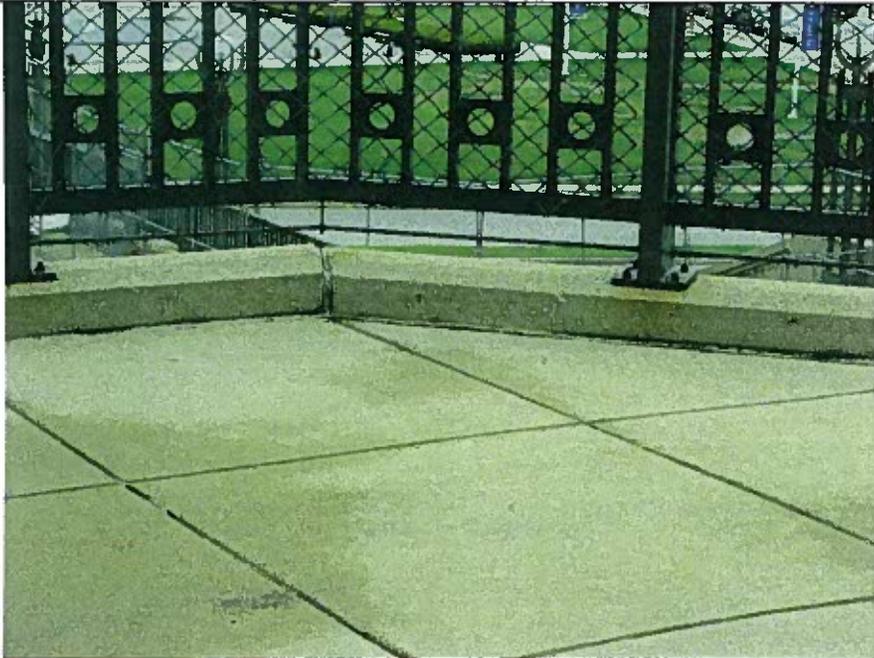


Photo #128 – Cracks in concrete wall between restaurant and plaza



Milwaukee County – O'Donnell Parking Facility – Structural Evaluation

Photo #129 – Cracks in concrete wall between restaurant and plaza



Photo #130 – Crack in corner of exterior stairwell



Photo #131 – Cracks and rust staining on ramp wall at north end



Photo #132 – Cracks and rust staining on ramp wall at north end



Milwaukee County – O'Donnell Parking Facility – Structural Evaluation

Photo #133 – Cracks and rust staining on ramp wall at north end



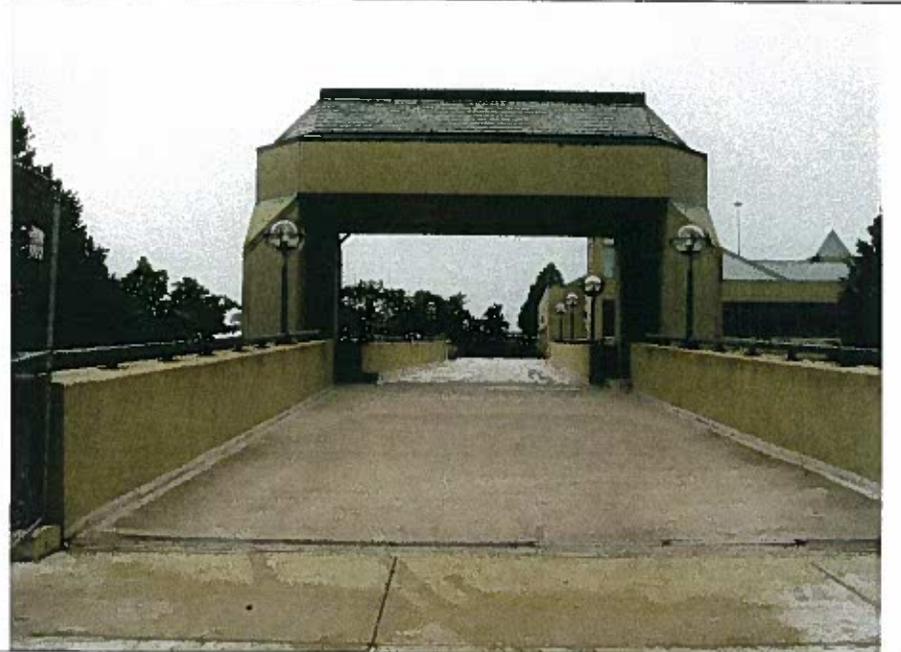
Photo #134 – West elevation of south bridge



Photo #135 – East elevation of south bridge



Photo #136 – Precast concrete enclosure over bridge



Milwaukee County – O'Donnell Parking Facility – Structural Evaluation

Photo #137 – Displacement of northeast corner of enclosure



Photo #138 – Displacement of northeast corner of enclosure



Photo #139 – Displacement of northeast corner of enclosure



Photo #140 – Cracks on east side of bridge, south of enclosure



Milwaukee County – O'Donnell Parking Facility – Structural Evaluation

Photo #141 – Cracks on east side of bridge, south of enclosure



Photo #142 – Cracks in underside of slab



Photo #143 – Cracks in underside of slab



Photo #144 – Displacement of southwest corner of enclosure



Milwaukee County – O'Donnell Parking Facility – Structural Evaluation

Photo #145 – Displacement of southwest corner of enclosure



Photo #146 – Corroded steel on east side of bridge



Photo #147 – Vertical cracks on east side of bridge



Photo #148 – Vertical cracks on east side of bridge



Milwaukee County – O'Donnell Parking Facility – Structural Evaluation

Photo #149 – Vertical cracks on west side of bridge



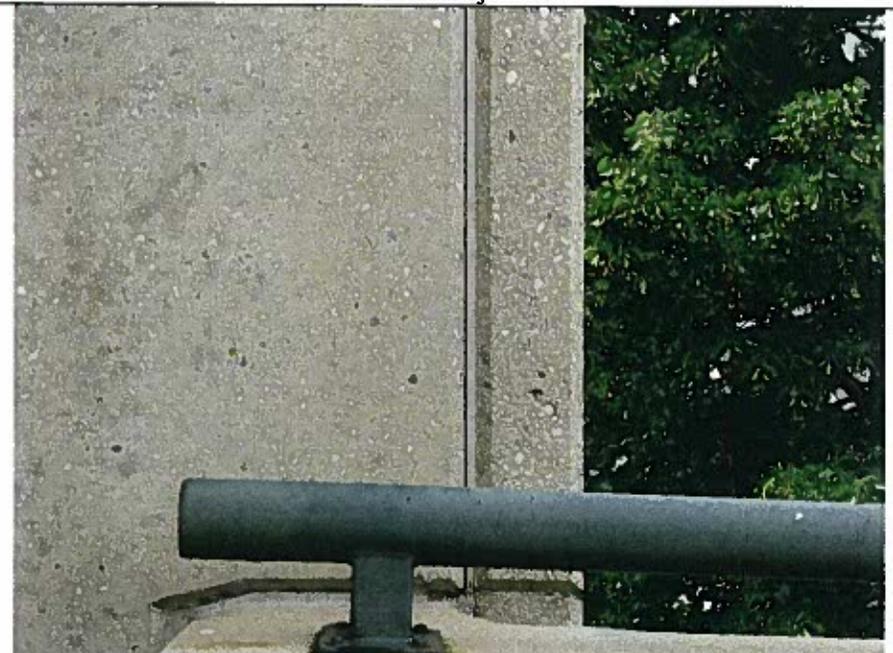
Photo #150 – Vertical cracks on west side of bridge



Photo #151 – Deteriorated sealant at enclosure joints



Photo #152 – Deteriorated sealant at enclosure joints



Milwaukee County – O'Donnell Parking Facility – Structural Evaluation

Photo #153 – Missing sealant at enclosure joints



Photo #154 – Missing sealant at enclosure joints



Photo #155 – Cracks in wall of walkway



Photo #156 – Cracks in wall of walkway



Milwaukee County – O'Donnell Parking Facility – Structural Evaluation

Photo #157 – Standing water on walkway slab



Photo #158 – Standing water on walkway slab



Photo #159 – Cracks in walkway slab

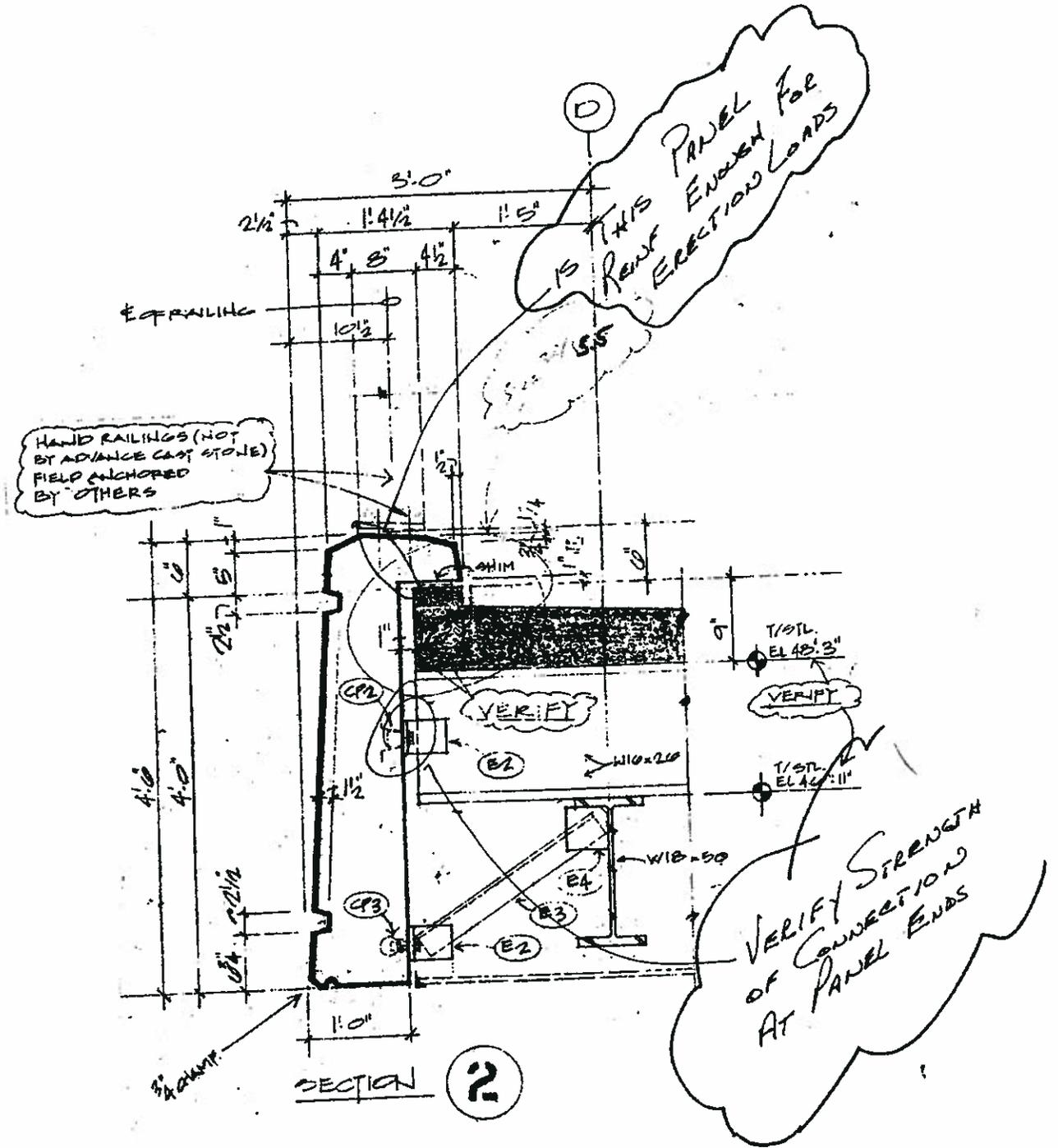


Photo #160 – Cracks in walkway slab



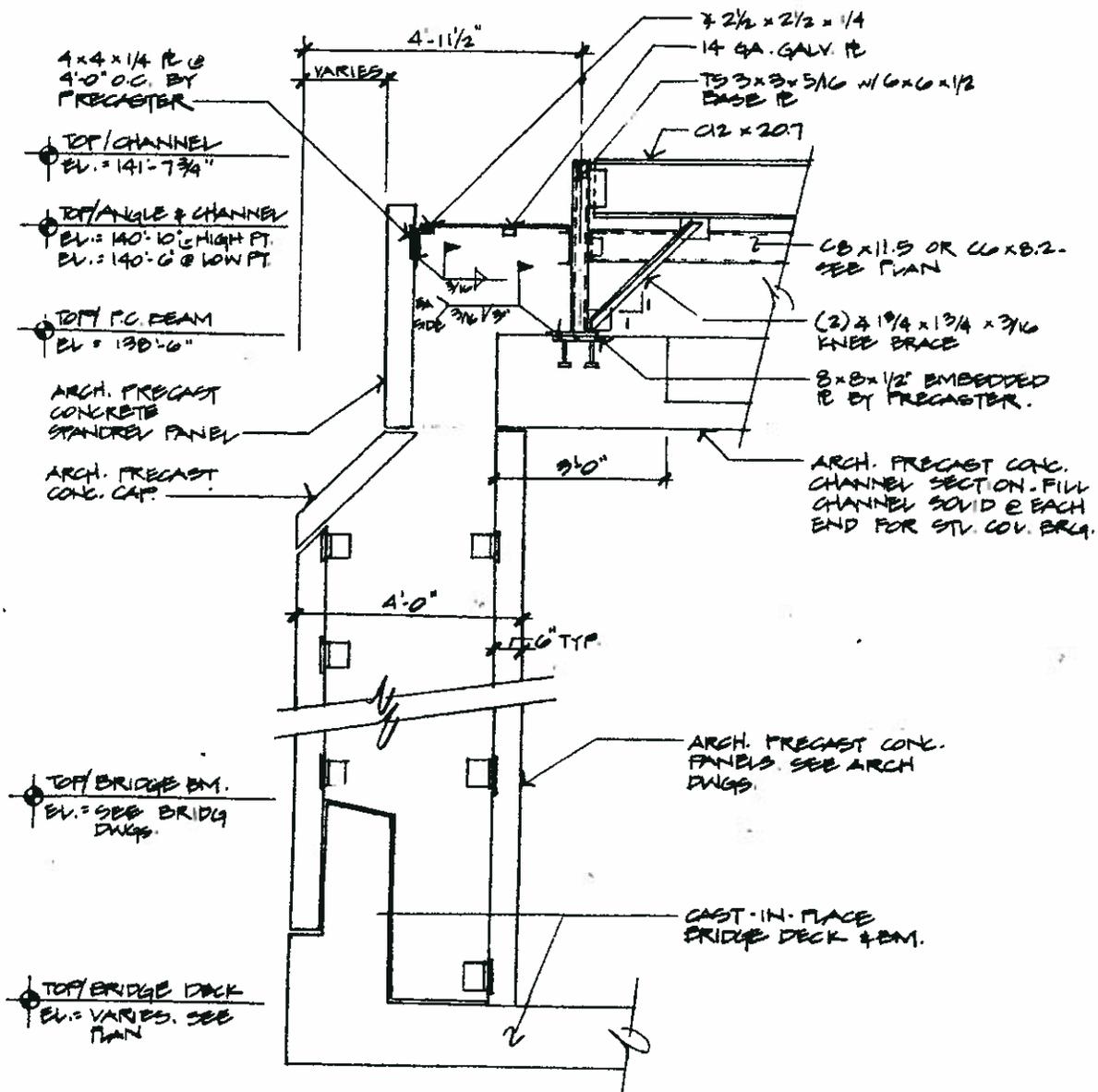
APPENDIX D

Section 2/E-9 from Advance Cast Stone Co. shop drawing dated 8-12-91



APPENDIX E

Section e/S17 from Donohue Engineers drawing dated 9-29-93



SECTION
 4
 S17
 SCALE: 3/8" = 1'-0"

**COUNTY OF MILWAUKEE
INTEROFFICE COMMUNICATION**

22

Date: August 28, 2010

To: Supervisor Michael Mayo, Chairman, Committee on Transportation, Public Works
Supervisor Elizabeth Coggs, Chairman, Committee on Finance and Audit

From: Jack H. Takerian, Director of Transportation and Public Works

Subject: **Internal And External Inspection Of All County Buildings – Informational Report**

The County Board Committee of the Whole met on 07/29/2010 to consider the June 24, 2010 incident at O'Donnell Park Parking Structure.

Thereafter, Supervisor Coggs made a motion to direct the Department of Transportation and Public Works (DTPW) staff to prepare a report on a proposal to inspect all County buildings, both internally and externally, and submit its findings to the Committees on Finance and Audit and Transportation, Public Works and Transit

Building Assessment Program

Milwaukee County owns and operates 126 major facilities consisting of 826 buildings, 521 of which are appropriate for conducting a complete building systems assessment.

Step 1 Of the existing Facility Assessment Program compiles current architectural, mechanical, and electrical building data including the development of AutoCAD record drawings of each building.

Step 2 Of the program assesses the condition of the architectural, mechanical, electrical and other significant building systems.

The assessment provides a five-year prioritized major repair and capital improvement plan and an annual maintenance program to ensure efficiency of facility operation. Vanderweil Facility Advisors (VFA) was originally selected through competitive quality based selection process. The firm has over 25 years of experience conducting facility assessments across the United States, Canada, Asia, and Europe. On each building assessment performed for Milwaukee County, VFA heads up the team of responsible department staff and local consultants with the required expertise that physically examines each building system. The VFA assessment software, a proprietary system, is customized to meet Milwaukee County's needs.

County Departments responsible for building operation and maintenance are trained and licensed in the use of this software once their buildings have been assessed. It is the responsibility of those departments to use and update the system data as regards their facilities. The Department of Administration requires VFA system data to be used as supporting information as a part of any capital budget request made for buildings that have been previously assessed. About two-thirds of the County buildings have been assessed under the Facility Assessment Program. Currently there is no County policy regarding when and how often the building systems should be assessed.

Façade Inspection Program

In 2001, the City of Milwaukee passed Ordinance 275-23-13 that requires owners of buildings that are 5 stories or greater to have a critical exam performed to determine if the façade of their building is in safe condition. Since 2006 Milwaukee County has been communicating with the City regarding our progress in meeting the intent of this ordinance. While the County Facility Assessment Program has always

included an architectural system assessment that would list deficiencies that include problems with the façade of a building or other items that would involve structural integrity, it has not included a category specifically for façade inspections as described in the City of Milwaukee Ordinance. Accordingly, the County has separately conducted to date 2 façade inspections including the Courthouse and City Campus.

Façade Evaluations of 106 Buildings

Beginning in July of 2010, the County has conducted an emergency façade evaluation of 106 additional County buildings meeting the City of Milwaukee Ordinance criteria for façade inspection as well as buildings meeting other criteria to include all buildings with masonry facades. This façade “evaluation”, while not as detailed as the façade “inspection”, is intended to discover and remove immediately any hazardous conditions on the building exteriors.

Interior Evaluations

Currently, interior evaluations are not required by the City of Milwaukee or any other local municipality. It is a normal responsibility of the individual department to perform this type of inspection as a part of their routine maintenance. It is possible for DTPW to perform these evaluations if this type of policy is desired.

Outcomes

As a follow up to these façade inspections and evaluations, DTPW staff is meeting with the Façade Evaluation Team made up of 11 local consulting firms with expertise in façade condition assessment. Using the team member’s knowledge of national and international best management building operation and maintenance practices, the outcome of this meeting will be the development of a draft of a detailed building systems assessment policy to be applied to all County buildings. The policy will address exterior as well as interior of the buildings, including structural integrity. This draft policy will be presented to the County Board.

Fiscal Outcomes

Recent exterior façade evaluation work for 106 county buildings is expected to cost \$300,000. Assuming such an evaluation would be appropriate for 14 additional county buildings based on size and year round use, additional exterior façade evaluations would cost \$40 to \$60,000.

VFA Facilities Assessment Program costs per square foot of building floor space average \$0.53 per square foot initially and \$0.30 per square foot thereafter since much of the documentation is already in place. Using this cost on 120 buildings, total cost for the Facilities Assessment Program to revisit each of these buildings every 5 years would be approximately \$150,000 per year. Problems with the interior structural system would most likely be discovered during the facilities assessment process. Further in depth investigation would be implemented as required.

Conducting a separate intrusive interior evaluation for each of these 120 buildings, including possible spot removal of floors, walls and ceilings to visually access key structural connections could cost between \$1.5 million and \$2.0 million.

Prepared by: Gregory G. High

Approved by:



Jack Takerian, Director
Transportation & Public Works



Gregory G. High
Director, AE&ES Div., DTPW

cc: Scott Walker, County Executive
Chairman Lee Holloway, County Board of Supervisors
Tom Nardelli, Chief of Staff, County Executive's Office
Terry Cooley, Chief of Staff, County Board
Cynthia Archer, Director, DAS
Steve Kreklow, Fiscal & Budget Administrator, Admin. & Fiscal Affairs Division/DAS
Pam Bryant, Administration & Fiscal Affairs Division/DAS

**COUNTY OF MILWAUKEE
INTER-OFFICE COMMUNICATION**

DATE: August 31, 2010

TO: Supervisor Lee Holloway, Chairman, County Board of Supervisors
Supervisor Michael Mayo, Chairman, Committee on Transportation, Public Works and Transit

FROM: Jack Takerian, Director of Transportation and Public Works

SUBJECT: **Metro Landfill Expansion Agreement**

POLICY

The DTPW Director is requesting the County Board approve a resolution to approve the terms of the Agreement between Waste Management of Wisconsin, Inc. and the Metro Landfill Negotiating Committee. A resolution and County Executive signature is needed by October 8, 2010.

BACKGROUND

Waste Management of Wisconsin, Inc. (WMWI) owns and operates the Metro Landfill located in Franklin, Wisconsin, and are seeking local approval for a proposed expansion. State statute Wis. Stat 289.22 requires that the permittee (Waste Management) obtain approval from the affected communities prior to obtaining a construction permit from the Wisconsin DNR. The statutes provide for a negotiation process, wherein the affected communities can bargain in good faith with the permittee for compensation due to adverse impacts on their communities.

Milwaukee County is one of the affected communities, which also includes the City of Franklin, the Town of Raymond, Town of Norway, City of Muskego, Waukesha County and Racine County. Milwaukee County was allocated two positions on the Negotiating Committee, which was responsible for negotiating the Agreement with WMWI. Following adoption of a County Board resolution to participate (File No. 03-249), Mr. John Schapekahm/Corp Counsel and Mr. Stevan Keith/DTPW were appointed to these positions and served the duration of the negotiations. The City of Franklin, being the host community, and in accordance with Wis. Stat 289.33(7), holds a majority membership in the negotiating committee.

Negotiations with WMWI began in earnest in 2003 after WMWI sent a notice to the affected communities. Milwaukee County and the affected communities have participated in numerous meetings since that time. Two attorneys, both experienced in similar negotiations, served as legal counsel and as negotiating agents to the Siting Committee. After seven years of negotiation and public hearings, an agreement was reached and passed unanimously by the members of the Negotiating Committee on

August 4. The Agreement includes various provisions intended to protect the health and well-being of the residents living in the vicinity of the landfill. The Agreement also provides for financial compensation to certain landowners and to the affected communities, including Milwaukee County.

The terms of the Agreement have been reviewed by all affected municipalities in detail. Each municipality has stated their approval through their negotiating committee members. Public hearings were conducted and opportunities for public comment were provided. The terms of the Agreement include several unique aspects, such as placing horizontal limits on the footprint of all future expansions, the dedication of large amounts of acreage of land now owned by Waste Management to a land conservancy, and the application of Best Available Technology in the design of the landfill gas control system.

Paragraph 7 of Article VIII of the Agreement requires that Milwaukee County adopt an approving resolution authorizing officials of the County to execute the Agreement within 60 days from the date that the Negotiating Committee formally approves the agreement, and if the County fails to do so, then the County loses all rights to financial benefits assigned.

RECOMMENDATION

The DTPW Director recommends that the Milwaukee County Board of Supervisors approve the resolution approving the Agreement and the Milwaukee County Executive sign said resolution before October 8, 2010. It is also recommended that fiscal benefits paid to Milwaukee County by WMWI be used to pay for County costs related to solid waste management obligations, such as the operation and maintenance of the County's closed landfill sites, recycling activities, and repair of roadways affected by waste hauling.

Prepared by: Stevan Keith, Sustainability & Environmental Engineer

Reviewed by:

John Schapekahn
Corporation Counsel

Approved by:

Jack Takerian, Director
Transportation & Public Works

Lee Holloway
August 31, 2010
Page 3

cc: County Executive Scott Walker
Tom Nardelli, Chief of Staff, County Executive's Office
Terry Cooley, Chief of Staff, County Board
Steve Kreklow, Fiscal & Budget Administrator, Admin. & Fiscal Affairs
Division/DAS
Pam Bryant, Administration & Fiscal Affairs Division/DAS

(Item) Request from the Director of Transportation & Public Works seeking for the Milwaukee County Board to accept then terms of the Agreement set between Waste Management of Wisconsin, Inc. (WMWI) and the affected municipalities related to the proposed expansion of the Metro Landfill in Franklin, Wisconsin.

RESOLUTION

WHEREAS, in 2003 Waste Management of Wisconsin, Inc. notified Milwaukee County and other affected municipalities regarding their intention to apply for a permit to expand the existing landfill, and by doing so sought to begin negotiations with the affected municipalities in accordance with Wis Stat. 289.33; and

WHEREAS, in April of 2003 the Milwaukee County Board of Supervisors passed a resolution (File No. 03-249) authorizing Milwaukee County's participation in the negotiation process; and

WHEREAS, Milwaukee County has participated in the negotiation process since 2003, culminating in the passage of a unanimous vote by the Negotiating Committee to approve the final Agreement; and

WHEREAS, in order to receive any financial compensation as a consequence of the Agreement, Milwaukee County must formally adopt a resolution approving the Agreement and providing a signed copy of approval by October 8, 2010; and

WHEREAS, the terms of the Agreement have been reviewed by Milwaukee County Corporation Counsel, who found no adverse terms within; and

WHEREAS, agreeing to the terms will result in financial payments to Milwaukee County to compensate for adverse impacts resulting from the landfill expansion construction and operation; now, therefore,

BE IT RESOLVED, that the Milwaukee County Board of Supervisors approves the Agreement voted on and approved by the Negotiating Committee on August 4, 2010 and approved by the Franklin Common Council on August 17, 2010; and

BE IT FURTHER RESOLVED, that should a revenue payment to the County, estimated at \$45,000, occur in 2010, the revenue would be used to offset tax levy funding allocated earlier in 2010 for emergency repairs at Doyne Landfill and that fiscal benefits paid to Milwaukee County by WMWI in the out years, estimated at \$45,000, will be used to pay for County costs related to solid waste management obligations, such as the operation and maintenance of the County's closed landfill sites, recycling activities, and

45 repair of roadways affected by waste hauling.

46

47

48

O:\WPDOC\ENV\COBOARD\Metro Landfill Siting Resolution 2010 revised 090710

MILWAUKEE COUNTY FISCAL NOTE FORM

DATE: 8/30/10

Original Fiscal Note

Substitute Fiscal Note

SUBJECT: Metro Landfill Expansion Agreement

FISCAL EFFECT:

- | | |
|--|--|
| <input type="checkbox"/> No Direct County Fiscal Impact | <input type="checkbox"/> Increase Capital Expenditures |
| <input type="checkbox"/> Existing Staff Time Required | <input type="checkbox"/> Decrease Capital Expenditures |
| <input type="checkbox"/> Increase Operating Expenditures
(If checked, check one of two boxes below) | <input type="checkbox"/> Increase Capital Revenues |
| <input type="checkbox"/> Absorbed Within Agency's Budget | <input type="checkbox"/> Decrease Capital Revenues |
| <input type="checkbox"/> Not Absorbed Within Agency's Budget | |
| <input type="checkbox"/> Decrease Operating Expenditures | <input type="checkbox"/> Use of contingent funds |
| <input checked="" type="checkbox"/> Increase Operating Revenues | |
| <input type="checkbox"/> Decrease Operating Revenues | |

Indicate below the dollar change from budget for any submission that is projected to result in increased/decreased expenditures or revenues in the current year.

	Expenditure or Revenue Category	Current Year	Subsequent Year
Operating Budget	Expenditure		
	Revenue	\$45,000	\$45,000
	Net Cost		
Capital Improvement Budget	Expenditure		
	Revenue		
	Net Cost		

DESCRIPTION OF FISCAL EFFECT

In the space below, you must provide the following information. Attach additional pages if necessary.

- A. Briefly describe the nature of the action that is being requested or proposed, and the new or changed conditions that would occur if the request or proposal were adopted.
- B. State the direct costs, savings or anticipated revenues associated with the requested or proposed action in the current budget year and how those were calculated.¹ If annualized or subsequent year fiscal impacts are substantially different from current year impacts, then those shall be stated as well. In addition, cite any one-time costs associated with the action, the source of any new or additional revenues (e.g. State, Federal, user fee or private donation), the use of contingent funds, and/or the use of budgeted appropriations due to surpluses or change in purpose required to fund the requested action.
- C. Discuss the budgetary impacts associated with the proposed action in the current year. A statement that sufficient funds are budgeted should be justified with information regarding the amount of budgeted appropriations in the relevant account and whether that amount is sufficient to offset the cost of the requested action. If relevant, discussion of budgetary impacts in subsequent years also shall be discussed. Subsequent year fiscal impacts shall be noted for the entire period in which the requested or proposed action would be implemented when it is reasonable to do so (i.e. a five-year lease agreement shall specify the costs/savings for each of the five years in question). Otherwise, impacts associated with the existing and subsequent budget years should be cited.
- D. Describe any assumptions or interpretations that were utilized to provide the information on this form.

A. The DTPW Director is requesting the County Board approve a resolution to approve the terms of the Agreement between Waste Management of Wisconsin, Inc. and the Metro Landfill Negotiating Committee. Approval of this request would result in new source of annual revenues for Milwaukee County.

B. Article VI of the the Agreement specifies the dollar amount of payments for the year in which the agreement is executed and the following year. Payments in subsequent years are dependent on the amounts of waste landfilled. Article 6 establishes Milwaukee County's share of the direct payments made to affected municipalities by WMWI. Should a revenue payment to the County occur in 2010, the revenue would be used to offset tax levy funding allocated earlier in 2010 for emergency repairs at Doyne Landfill.

C. Should a revenue payment to the County occur in 2010, the revenue would be used to offset tax levy funding allocated earlier in 2010 for emergency repairs at Doyne Landfill. Fiscal benefits paid to Milwaukee County by WMWI in the out years will be used to pay for County costs related to solid waste management obligations, such as the operation and

¹ If it is assumed that there is no fiscal impact associated with the requested action, then an explanatory statement that justifies that conclusion shall be provided. If precise impacts cannot be calculated, then an estimate or range should be provided.

maintenance of the County's closed landfill sites, recycling activities, and repair of roadways affected by waste hauling.

D. None

Department/Prepared By DTPW-Environmental Services, Stevan Keith

Authorized Signature _____

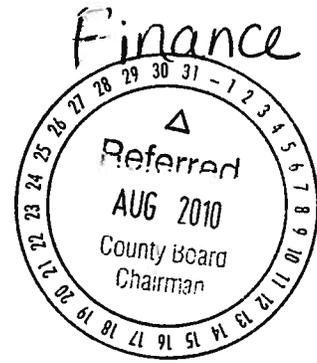
Did DAS-Fiscal Staff Review?

Yes

No

Reviewed With:

COUNTY OF MILWAUKEE
Inter-Office Communication



Date: August 27, 2010
To: Lee Holloway, Chairman, Milwaukee County Board of Supervisors
From: Jerome J. Heer, Director of Audits
Subject: External Quality Review of Department of Audit

Government auditing standards require that our office undergo a periodic external quality review. The enclosed report represents the results of that review for the period January 1, 2007 through June 30, 2010.

The review was conducted under the auspices of the Association of Local Government Auditors by a team of seasoned professionals from three of the nation's most respected local government audit offices.

We are proud of the fact that the review team has given us a 'clean' opinion. The team also made two observations in their management letter. We agree with the observations and will implement the corresponding recommendations.

Please refer the review to the Finance and Audit Committee.

Sincerely,

A handwritten signature in cursive that reads "Jerome J. Heer".

Jerome J. Heer

JJH/cmr

Attachments

cc: Supervisor Elizabeth Coggs, Chairwoman, Committee on Finance and Audit



External Quality Control Review

of the
Milwaukee County
Department of Audit

Conducted in accordance with guidelines of the
**Association of Local Government
Auditors**
for the period January 1, 2007 through
June 30, 2010



Association of Local Government Auditors

August 26, 2010

Mr. Jerome J. Heer
Director of Audits
Milwaukee County Department of Audit
City Campus, 9th Floor
2711 West Wells Street
Milwaukee, WI 53208

Dear Mr. Heer:

We have completed a peer review of the Milwaukee County Department of Audit for the period January 1, 2007 through June 30, 2010. In conducting our review, we followed the standards and guidelines contained in the *Peer Review Guide* by the Association of Local Government Auditors (ALGA).

We reviewed the internal quality control system of your audit organization and conducted tests in order to determine if your internal quality control system operated to provide reasonable assurance of compliance with *Government Auditing Standards* issued by the Comptroller General of the United States. Due to variances in individual performance and judgment, compliance does not imply adherence to standards in every case, but does imply adherence in most situations.

Based on the results of our review, it is our opinion that the Milwaukee County Department of Audit's internal quality control system was suitably designed and operating effectively to provide reasonable assurance of compliance with *Government Auditing Standards* for audits and attestation engagements during January 1, 2007 through June 30, 2010.

We have prepared a separate letter offering suggestions to further strengthen your internal quality control system.

Mary Jo Emanuele
City of Kansas City, MO

Elizabeth Moore
City of Memphis, TN

Ross Tate
Maricopa County, AZ



Association of Local Government Auditors

August 26, 2010

Mr. Jerome J. Heer
Director of Audits
Milwaukee County Department of Audit
City Campus, 9th Floor
2711 West Wells Street
Milwaukee, WI 53208

Dear Mr. Heer:

We have completed a peer review of the Milwaukee County Department of Audit for the period January 1, 2007 through June 30, 2010 and issued our report thereon dated August 26, 2010. We are issuing this companion letter to offer certain observations and suggestions stemming from our peer review.

We would like to mention some of the areas in which we believe your office excels:

- The Department of Audit has very qualified and experienced staff which is reflected in the audit work they produce. The tone at the top is very supportive and instrumental in maintaining the level of expertise.
- The report format is very effective and allows readers at all levels to get what they need from the report. The titles are informative, the table of contents tells the story of the report; the summaries are useful for executives, and the body provides the details for those who need them.

We offer the following observations and suggestions to enhance your organization's demonstrated adherence to *Government Auditing Standards*:

- Although the Department of Audit has demonstrated its efforts to monitor quality, the results of its monitoring procedures are not summarized at least annually as required by GAS 3.54.

In order to identify any systemic issues needing improvement, the Department of Audit should summarize the results of its monitoring efforts annually and recommend corrective action.

- Although the Department of Audit does cite compliance with *Government Auditing Standards* in its audit reports, it does not use the boilerplate language in GAS 8.30

In order to meet GAS 8.30, the Department of Audit should include the following language in audits to fully follow *Government Auditing Standards*:

We conducted this performance audit in accordance with generally accepted government auditing standards. Those standards require that we plan and perform the audit to obtain sufficient, appropriate evidence to provide reasonable basis for our findings and conclusions based on our audit objectives. We believe that the evidence obtained provides a reasonable basis for our findings and conclusions based on our audit objectives.

We extend our thanks to you and your staff for the hospitality and cooperation extended to us during our review.

Sincerely,


Mary Jo Emanuele
City of Kansas City, MO


Elizabeth Moore
City of Memphis, TN


Ross Tate
Maricopa County, AZ



Department of Audit

Milwaukee County

Jerome J. Heer • Director of Audits
Douglas C. Jenkins • Deputy Director of Audits

August 26, 2010

Mary Jo Emanuele
City Auditor's Office
Kansas City, MO 64106

Dear Ms. Emanuele

On behalf of the entire staff at the Milwaukee County Department of Audit, I would like to acknowledge the professionalism and courtesy exhibited by you and the other members of the peer review team during this engagement. Your review was both comprehensive and thorough. The management team is especially appreciative of the kind remarks contained in your management letter.

We concur with both recommendations contained in the management letter. Specifically:

- "In order to identify any systemic issues needing improvement, the Department of Audit should summarize the results of its monitoring efforts annually and recommend corrective action."

The Department of Audit conducts and documents a Quality Assurance review of each individual audit to ensure compliance with applicable Generally Accepted Government Auditing Standards. Any problems identified during individual QA reviews are addressed prior to release of an audit report and would be discussed at regular management team meetings as appropriate. To demonstrate compliance with GAS 3.54, the Department of Audit will formalize this ongoing monitoring effort by analyzing and summarizing, on an annual basis, all monitoring procedures undertaken to ensure compliance with applicable professional standards and quality control policies and procedures for GAGAS audits. Any systemic issues needing improvement will be identified and addressed by management.

- "In order to meet GAS 8.30, the Department of Audit should include the following language in audits to fully follow *Government Auditing Standards*:

We conducted this performance audit in accordance with generally accepted government auditing standards. Those standards require that we plan and perform the audit to obtain sufficient, appropriate evidence to provide reasonable basis for our findings and conclusions based on our audit objectives. We believe that the evidence obtained provides a reasonable basis for our findings and conclusions based on our audit objectives."

The Department of Audit will update its standard language expressing compliance with Generally Accepted Government Auditing Standards to include the specific language included in GAS 8.30.

City Campus, 9th Floor • 2711 West Wells Street
Milwaukee, Wisconsin 53208 • Telephone (414) 278-4206 • Fax (414) 223-1895

Mary Jo Emanuele
August 26, 2010
Page 2

Thank you for your efforts and constructive insights.



Jerome J. Heer
Director of Audits

cc: Elizabeth Moore, City of Memphis, TN
Ross Tate, Maricopa County, AZ
Alan Gutowski, City of Albuquerque, NM

COUNTY OF MILWAUKEE
Inter-Office Communication

26

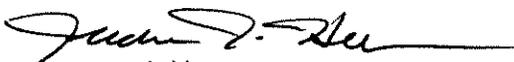
Date: September 7, 2010
To: Supervisor Elizabeth Coggs, Chairwoman, Committee on Finance and Audit
From: Jerome J. Heer, Director of Audits
Subject: Status Report - Audit of MCTS's Fare & Data Collection Systems (File No. 09-84)

At its meeting on March 12, 2009, the Committee on Finance and Audit voted 7-0 to receive and place the subject audit report on file. Subsequently, two status reports, dated December 15, 2009 and June 2, 2010, describing progress toward implementation of our recommendations were submitted to the Committee.

In addition, at its meeting on June 17, 2010, the Committee requested that an updated status report be submitted for its meeting on September 23, 2010. The updated status report is attached for your review.

As noted in the status report, MCTS management continues working toward implementation of the outstanding recommendations, with the exception of recommendation No. 4. We believe the installation of security cameras is warranted to deter potential theft, vandalism or sabotage if the print shop is involved with the production or handling of fare forms after the new automated fare collection system is implemented. As noted in our prior status report, we believe that this decision should be expedited given the audit report was issued in February 2009.

This status report is informational and we recommend it be received and placed on file with a status report due to the Committee in March 2011.



Jerome J. Heer

JJH/PAG/cah

Attachment

cc: Finance and Audit Committee Members
Scott Walker, Milwaukee County Executive
Cynthia Archer, Director, Department of Administrative Services
Jack Takerian, Director, Dept. of Transportation and Public Works
Anita Gulotta-Connelly, Managing Director, Milwaukee County Transit System
Terrence Cooley, Chief of Staff, County Board Staff
Steve Cady, Fiscal & Budget Analyst, County Board Staff
Carol Mueller, Chief Committee Clerk, County Board Staff

STATUS OF IMPLEMENTING DEPARTMENT OF AUDIT REPORT RECOMMENDATIONS

Audit Title: An Audit of the Milwaukee County Transit System's Fare and Data Collection Systems

File Number: 09-84

Audit Date: February 2009

Status Report Date: September 2, 2010

Department: MTS/DTPW

Number & Recommendation	Deadlines Established		Deadlines Achieved		Implementation Status		Comments
	Yes	No	Yes	No	Completed	Further Action Required	
1. Develop strategies for verifying, on a spot-check basis, key elements of its ridership profile, including the number of rides per week for various weekly pass fare categories, ratios and percentages used for allocating cash receipts, as well as those affecting transfer and free ride estimates. This should involve seeking resources outside of MTS for incorporating sound sampling techniques.		X				X	<p>Auditee:</p> <p><i>Transit has retained the services of IBI Group as a consultant for the fare collection project. The consultant will review and recommend changes in fare policy and will assist in the development of specifications for the new automated fare collection system. The consultant will also provide a recommendation of the best technology available (magnetic cards and/or smart cards) to meet MCTS' fare policy needs.</i></p> <p><i>Preliminary meetings have taken place with the consultant and the next series of meetings are scheduled for late September.</i></p> <p><i>The new system will provide statistical data for all ridership. This data will be used to update the current ridership profile, including rides per pass, ratios for cash receipts, and free ride calculations.</i></p> <p><i>Our goal is to limit driver interaction with the system to the extent possible with available technology.</i></p>
2. Once a sound and reliable strategy for verifying key elements of its ridership profile is implemented, use a consistent ridership profile for calculating revenue-ride estimates, fare structure analyses and for estimating the fiscal impact of route and service level adjustments.		X				X	<p>Auditee:</p> <p><i>New fare collection equipment will provide ridership data by route which will be used when costing the fiscal impacts of route or service level adjustments.</i></p>

STATUS OF IMPLEMENTING DEPARTMENT OF AUDIT REPORT RECOMMENDATIONS

Audit Title: An Audit of the Milwaukee County Transit System's Fare and Data Collection Systems

File Number: 09-84

Audit Date: February 2009

Status Report Date: September 2, 2010

Department: MTS/DTPW

Number & Recommendation	Deadlines Established		Deadlines Achieved		Implementation Status		Comments
	Yes	No	Yes	No	Completed	Further Action Required	
3. Work with the County Executive and County Board to establish a capital expenditure plan for implementing a swipe-care system for MCTS buses.	N/A				X		Auditee: <i>New fare collection equipment will be procured using Federal ARRA funds. This item is included in the County's 2010 Capital Budget.</i>
4. Install additional security cameras in the interior of the print shop to record and deter potential theft, vandalism or sabotage.		X				X	Auditee: <i>Transit is determining the impact of an automated fare collection system on the activities of the Print Shop. If it is determined that the Print Shop will continue to be involved with the production or handling of fare forms after the new automated fare collection system is implemented, cameras will be installed to heighten security in the Print Shop area.</i>
5. Institute a schedule of periodic inventory counts of finished products in the print shop that can be matched against source documents for greater accountability.		X				X	Auditee: <i>The Print Shop manager has incorporated additional recordkeeping of finished fares to better track fare form production. If it is determined that the Print Shop will continue to be involved with the production or handling of fare forms after the new automated fare collection system is implemented, a procedure will be developed to periodically inventory the finished fare forms against source documents for greater accountability.</i>
6. Void or mutilate previously redeemed CVCs upon receipt at MTS for storage until they are destroyed.	N/A				X		Auditee: <i>All Commuter Value Certificates are stamped VOID when remitted to the Cashier's Division.</i>
7. Initiate a competitive bidding process for contracted ticket and revenue transport services.	N/A				X		Auditee: <i>A competitive bidding process was carried out earlier this year and an award was made to the most qualified bidder.</i>

STATUS OF IMPLEMENTING DEPARTMENT OF AUDIT REPORT RECOMMENDATIONS

Audit Title: An Audit of the Milwaukee County Transit System's Fare and Data Collection Systems

File Number: 09-84

Audit Date: February 2009

Status Report Date: September 2, 2010

Department: MTS/DTPW

Number & Recommendation	Deadlines Established		Deadlines Achieved		Implementation Status		Comments
	Yes	No	Yes	No	Completed	Further Action Required	
8. Employ a written contractual agreement for ticket and revenue transport services.	N/A				X		Auditee: <i>A written contract has been issued as a result of the competitive bidding process for delivery services.</i>

COUNTY OF MILWAUKEE
INTEROFFICE COMMUNICATION

DATE: September 7, 2010
TO: Supervisor Elizabeth Coggs, Chair, Finance and Audit Committee
FROM: Steven Kreklow, Fiscal and Budget Administrator *SKR*
SUBJECT: **Status Report on Implementation of Audit of Professional Services Contracting**

Issue

Attached is a progress report relating to the recommendations found in the "Audit of Professional Services Contracting" dated December 2008.

Recommendation

This report is informational only.

Prepared by: Davida Amenta
278-5330

cc: Cynthia Archer, DAS Director
Jerry Heer, County Auditor

STATUS OF IMPLEMENTING DEPARTMENT OF AUDIT REPORT RECOMMENDATIONS

Audit Title: An Audit of Professional Services Contracting

File Number: 09-69

Audit Date: December, 2008

Status Report Date: September, 2010

Department: DAS

Number & Recommendation	Deadlines Established		Deadlines Achieved		Implementation Status		Comments
	Yes	No	Yes	No	Completed	Further Action Required	
1. Coordinate a workgroup comprised of staff from the Office of Corporation Counsel, DAS and County Board Staff, to recommend, for County Board consideration, revisions clarifying and clearly distinguishing professional services governed by s. 56.30 from contractual services governed by s. 32.36 of the Ordinance		X		NA		X	<p>Auditee: The Workgroup consists of the Controller, Accounts Payable Manager, DAS Director, Corporation Counsel, County Board Audit Staff and the Purchasing Administrator.</p> <p>The Workgroup met twice in 2009 and met most recently on August 12, 2010. A draft update of the Administrative Manual has been distributed to the workgroup for review.</p>
2. Remind department administrators of the availability of Corporation Counsel as a resource in determining if a desired service qualifies as a professional service, and revise Administrative Manual s. 1.13 to eliminate reference to the Purchasing Standardization Committee as such a resource.		X		NA		X	<p>Auditee: A draft update of the Administrative Manual has been distributed to the workgroup for review. A memo reminding departments of the administrative procedure regarding professional services will be distributed when the update to the Administrative Manual Procedure 1.13 is released later in 2010.</p>
3. Evaluate the purpose, composition and performance of the Purchasing Standardization Committee in light of the responsibilities with which that committee has been charged under s. 32.23 of the Ordinances and recommend, for County Board consideration, appropriate revisions.		X		NA		X	<p>Auditee: The draft update of the Administration Manual removes the reference to the Purchasing Standardization Committee as the authority for determining the method of procurement for a contract. Instead, Corporation Counsel will be the authority for departments that require clarification regarding a particular contract.</p>

STATUS OF IMPLEMENTING DEPARTMENT OF AUDIT REPORT RECOMMENDATIONS

Audit Title: An Audit of Professional Services Contracting

File Number: 09-69

Audit Date: December, 2008

Status Report Date: September, 2010

Department: DAS

Number & Recommendation	Deadlines Established		Deadlines Achieved		Implementation Status		Comments
	Yes	No	Yes	No	Completed	Further Action Required	
4. Propose, for County Board consideration, a revision to s. 56.30 of the General Ordinances of Milwaukee County to require administrators to document in the contract file the justification for choosing to utilize a professional service contractor. Such documentation may or may not require a formal cost-benefit analysis, depending on the circumstances involved and the justification provided in the contract file.		X		NA		X	Auditee: Proposed revisions to s. 56.30 will be referred to the Board of Supervisors in October, 2010.
5. Add Form 2532 to its checklist of items to verify prior to authorizing professional service contracts for payment (i.e. the encumbrance process).		X		NA		X	Auditee: The draft update of the Administrative Manual has been distributed to the workgroup for review. The draft administrative procedure includes a requirement for Corporation Counsel to include Form 2532 (EEOC compliance) as part of their review.
6. Prepare, for County Board consideration, a revision to s. 56.30 of the Ordinances that instructs administrators to seek guidance from s. 1.13 of the Milwaukee County Administrative Manual to help ensure compliance with professional service contract language and other requirements.		X		NA		X	Auditee: Proposed revisions to s. 56.30 will be referred to the Board of Supervisors in October, 2010.
7. Create a control document to log the date each party (Risk Management, Corporation Counsel and CBDP) receives and relays a professional service contract for review and signature.		X		NA		X	Auditee: A control document for signatures is included a part of the draft update of the administrative procedure that has been distributed to the Professional Services Workgroup for review.

STATUS OF IMPLEMENTING DEPARTMENT OF AUDIT REPORT RECOMMENDATIONS

Audit Title: An Audit of Professional Services Contracting

File Number: 09-69

Audit Date: December, 2008

Status Report Date: September, 2010

Department: DAS

Number & Recommendation	Deadlines Established		Deadlines Achieved		Implementation Status		Comments
	Yes	No	Yes	No	Completed	Further Action Required	
8. Expand s. 1.13 Appendix D of the Administrative Manual to include all requirements related to soliciting competition for professional service contracts.		X		NA		X	Auditee: These provisions are included in the draft update to Section 1.13 of the Administrative Manual distributed to the Professional Services Workgroup for review.
9. Continue in its efforts to provide County management and staff with on-line access to the most current version of the entire Administrative Manual, and promote the availability of the on-line Manual among County administrators upon completion.		X		NA		X	Auditee: DAS is in the process of posting the entire Administrative Manual on the County intranet so that all administrative procedures are available to department administrators. Posting of the Administrative Manual is estimated to be complete by March 2011.
10. Prepare, for County Board consideration, language revisions to s. 56.30 (4)(b)(5)(a)(1) of the County Ordinances that clarify the contract dollar thresholds which necessitate reports to the County Board of the decision by department administrators not to utilize the RFP process. Also, ensure that any changes match corresponding Administrative Manual instructions.		X		NA		X	Auditee: Proposed revisions to s. 56.30 will be referred to the Board of Supervisors in October, 2010.
11. Work with the Treasurer's Office to implement procedures relating to EFT payments that will provide the necessary controls for ensuring payments are made only on properly authorized, encumbered contracts.		X		NA		X	Auditee: Central Accounts Payable and the Treasurer's Office have had initial discussions on this issue.

STATUS OF IMPLEMENTING DEPARTMENT OF AUDIT REPORT RECOMMENDATIONS

Audit Title: An Audit of Professional Services Contracting

File Number: 09-69

Audit Date: December, 2008

Status Report Date: September, 2010

Department: DAS

Number & Recommendation	Deadlines Established		Deadlines Achieved		Implementation Status		Comments
	Yes	No	Yes	No	Completed	Further Action Required	
12. Reinforce the requirement to complete Form 1684 for all professional service contracts and extensions, including those paid via EFT and revenue-generating contracts.		X		NA		X	Auditee: Upon finalizing discussions with the Treasurer's Office, DAS will remind departments that all professional service contracts including those paid by check request, EFT or generating revenue will require review by DAS to ensure compliance with County Ordinance 56.30.

Action Required
Finance Committee
County Board (2/3 Vote)

WHEREAS, department requests for transfers within their own accounts have been received by the Department of Administrative Services, Fiscal Affairs, and the Director finds that the best interests of Milwaukee County will be served by allowance of such transfers;

THEREFORE, BE IT RESOLVED, that the Director, Department of Administrative Services, is hereby authorized to make the following transfers in the 2010 appropriations of the respective listed departments:

	<u>From</u>	<u>To</u>
1) <u>2442- Department of Child Support Enforcement -Special Projects</u>		
2475 – ARRA- Coll Cost Child Sup	\$200,000	
6149 – Prof. Serv.- Nonrecurring Operations		\$180,000
5201 – Overtime		185,000
<u>2432 – Department of Child Support - Administration</u>		
8557 – Computer Equipment - New >\$500	\$165,000	

A fund transfer of \$365,000 is requested by the Director of the Department of Child Support Enforcement to receive revenue and establish expenditure authority for anticipated American Recovery & Reinvestment Act (ARRA) funding.

Per state and federal regulations, this funding must be used to supplement, not supplant county child support funding established in the County’s budget. It may only be spent on child support activities that are otherwise allowable under federal regulations, and must be tracked separately from regular child support funding.

The State recently informed the Department that additional ARRA funds are available. Funds in the amount of \$185,000 will be used to continue the overtime project to manage offsite records related to the paperless office project. Remaining funds will be used to upgrade the Department’s website to allow clients to easily access documentation on a variety of child support issues. Both initiatives will increase staff efficiencies by facilitating access to offsite records and reducing service call volume and daily mailings.

The Department is required by federal regulations and the 2010 State/County contract to maintain a certain level of tax levy (Maintenance of Effort or MOE) or suffer severe cuts in 2010 performance revenue. To enable the Department to meet the MOE provision, the Department must increase its expenditures relating

to technology and workflow processes. In order to properly align budgeted expenditures with actual expenditures, \$165,000 in appropriations are transferred from Computer Equipment New >\$500 to Professional Services.

Should the State make less ARRA funding available than currently anticipated, the Department will reduce its ARRA-related expenditures.

No tax levy increase results from this appropriation transfer.

TRANSFER SIGNED BY THE COUNTY EXECUTIVE 09/15/10.

	<u>From</u>	<u>To</u>
2) <u>2857- Alternatives to Incarceration</u>		
2699 – Federal Grant Reimbursement Revenue	\$39,000	
6148 – Professional Service- Recurring Operations		\$39,000

A fund transfer of \$39,000 is requested by the Clerk of Circuit Court to receive federal grant reimbursement revenue and authorize expenditures for professional services in an equal amount.

In 2009, Milwaukee County was awarded a Bureau of Justice Assistance (U.S. Department of Justice) Drug Court Discretionary Grant, number 2009-DC-BX-0041, in the amount of \$349,995. The total award is being used to support the Milwaukee County Drug Treatment Court from September 1, 2009 through August 30, 2012. Professional Service contracts are with Justice 2000, Wisconsin Community Services and UWM-Milwaukee.

Funding is split evenly, \$116,665 each year for the three-year grant period. This fund transfer will authorize expenditures for professional services (with identified vendors above), which will cover program expenses for the first quarter of the second year, the period September 1, 2010 through December 31, 2010 of the grant.

This grant is part of the pretrial services program, which is managed and monitored by the Chief Judge and Judicial Review Coordinator.

This fund transfer has no tax levy impact for Milwaukee County.

TRANSFER SIGNED BY THE COUNTY EXECUTIVE 09/15/10.

	<u>From</u>	<u>To</u>
3) <u>2857- Alternatives to Incarceration</u>		
2299 – State Grant Reimbursement Revenue	\$60,843	
6148 – Prof. Service- Recurring Operations		\$60,843

A fund transfer of \$60,843 is requested by the Clerk of Circuit Court to receive an increase in state grant reimbursement revenue and to increase the 2010 Professional Service Contract with Wisconsin Community Services (WCS) by an equal amount.

The 2010 Adopted Budget includes \$109,470 for the Milwaukee County Operating While Intoxicated Program. The Wisconsin Department of Transportation has increased funding to Milwaukee County by \$60,843, bringing total 2010 funding for the program to \$170,313. All funding is designated for the contract with WCS for Repeat Intoxicated Driver Intervention.

This grant is part of the pretrial services program, which is managed and monitored by the Chief Judge and Judicial Review Coordinator.

TRANSFER SIGNED BY THE COUNTY EXECUTIVE 09/15/10.

	<u>From</u>	<u>To</u>
4) <u>7931- Elderly Services</u>		
2699 – A5DU- Other Federal Grants & Reimbursement		\$ 4,068
2299 – A5DC- Other State Grants & Reimbursement		4,828
2255 – Social Service- Purchase		29,028
8123 – A5AK- Purchase of Services		29,028
2699 – Other Federal Grants & Reimbursement	\$ 7,747	
2699 – A5CW- Other Federal Grants & Reimbursement	470	
2699 – A5DD- Other Federal Grants & Reimbursement	29,707	
8123 – A5AK- Purchase of Services	29,028	
<u>7964- Eligibility Screening</u>		
2255 – Social Service- Purchase		\$8,439
2699 – Other Federal Grants & Reimbursement	\$8,439	

A transfer of \$75,391 is requested by the Director, Department on Aging to receive revenue related to changes in the State and County Contract and to realign revenues and expenditures within the department.

Pursuant to County Board resolution File No. 10-33(a)(a), approved on December 17, 2009, the County Executive is authorized to carry out the Department on Aging's 2010 State and County contract covering the administration of Social Services and Community Programs-Aging Programs. The resolution authorizes the County Executive to accept Federal and State revenues including any and all increases in allocations during the contract year.

This transfer reflects a total increase in revenue of \$46,363, which is offset by a decrease in revenue of the same amount. Revenues for Title 3B- Supportive Services increased \$38,146 due to an increase of \$29,707 for Title 3B Funds and \$8,439 related to an increase in 100% time reporting revenue in the Resource Center. This increase is partially offset by a decrease in Basic Community Aids (BCA) funding for senior center programming of \$37,467. The remaining \$679 in Title 3B funding will be used with an increase in revenue of \$7,747 in Title 3 Administration and \$470 in Title 3D revenue to offset a reduction in revenue of \$8,896, which includes a reduction of \$4,068 in Title 3E National Family Caregiver Support Program funding and \$4,828 in Senior Community Services Program allocation funding.

In addition to increased revenue, the department is also requesting an increase in expenditure authority for individual transportation services of \$29,028. As the demand for individual transportation increases for eligible medical and grocery shopping trips, group transportation for rides to nutrition sites has been decreasing. This is offset by a corresponding decrease in group site transportation expenditures.

This transfer would allow the department to receive the increased revenue and realign expenditures accordingly.

There is no levy impact from this transfer.

TRANSFER SIGNED BY THE COUNTY EXECUTIVE 09/15/10.

	<u>From</u>	<u>To</u>
5) <u>7931- Elderly Services</u>		
8123 – A5MS- Purchase of Services		\$10,000
2299 – A5MS- Other State Grants & Reimbursement	\$10,000	
<u>7932- Elderly Nutrition</u>		
2699 – A5DG- Other Federal Grants & Reimbursement		\$4,013
2699 – A5CV- Other Federal Grants & Reimbursement	\$1,485	
2699 – A5DB- Other Federal Grants & Reimbursement	2,528	
<u>7964- Eligibility Screening</u>		
2299 – A5RC- Other State Grants & Reimbursement		\$1,299
2699 – OOO- Other Federal Grants & Reimbursement	\$1,299	

	<u>From</u>	<u>To</u>
<u>7972- Elder Abuse</u>		
2299 _ A5CN- Other State Grants & Reimbursement		\$ 6,551
8123 _ A5CN- Purchase of Services		30,000
2699 _ OOOO- Other Federal Grants & Reimbursement	\$36,551	
<u>7973- Protective Services</u>		
8123 _ A5CD- Purchase of Services		\$53,711
2699 _ OOO- Other Federal Grants & Reimbursement	\$53,711	
<u>7974- Brief Services</u>		
2299 _ A5AZ- Other State Grants & Reimbursement		\$10,000
8123 _ A5AZ- Purchase of Services	\$10,000	

A transfer of \$115,574 is requested by the Director, Department on Aging to receive revenue related to changes in the State and County Contract and to realign revenues and expenditures within the department.

Pursuant to County Board resolution File No. 10-33(a)(a), approved on December 17, 2009, the County Executive is authorized to carry out the Department on Aging's 2010 State and County contract covering the administration of Social Services and Community Programs-Aging Programs. The resolution authorizes the County Executive to accept Federal and State revenues including any and all increases in allocations during the contract year.

The Aging Resource Center serves as the access point for publicly funded long-term care. It provides information to the Elderly and their families on a broad range of programs, while informing them of their long-term care options and assisting them with applying for these benefits. The Resource Center is required to collect and track data, which they submit to the State for reimbursement of the actual costs incurred for all allowable functional screening activity performed and expenses incurred while performing information and assistance duties that are Medicaid (MA) eligible. As the time reporting percentage increases, revenues increase.

This transfer reflects an increase in Resource Center Medicaid Eligible 100% time reporting revenue of \$91,561, which is offset by a reduction in revenue of \$1,299 in the Resource Center Allocation, and \$6,551 in Resource Center Elder Abuse funds, resulting in a net revenue increase of \$83,711. This increase is completely offset by an increase in expenditures, which includes: \$30,000 in direct client services for Elder Abuse and \$53,711 in emergency one-time services, wats reviews, and corporate guardianship client services.

Also included in this transfer is an increase in revenue of \$4,013 in Nutrition Programs, which is offset by a reduction in reimbursement revenues of \$4,013 for the Nutrition Services Incentive Program (NSIP).

In addition, the department is also requesting that \$10,000 in revenue from the Resource Center Emergency fund be used to fund the direct services contract with Interfaith Older Adults to offset increased costs in the Alzheimer's Family Caregiver Support Program due to increased demand.

This transfer would allow the department to receive the increased revenue and realign expenditures accordingly.

Approval of this transfer would result in a \$0 tax levy impact.

TRANSFER SIGNED BY THE COUNTY EXECUTIVE 09/15/10.

	<u>From</u>	<u>To</u>
6) <u>8527 – DHHS Special Needs Administration</u>		
8773 – Housing Capital		\$650,000
2699 – Other Federal Grants and Reimbursements	\$650,000	

A transfer of \$650,000 is requested by the Interim-Director, Department of Health and Human Services to recognize increased revenue and associated expenditures related to the Department of Housing and Urban Development (HUD) Neighborhood Stabilization Program funds. These funds will provide partial financing to a local non-profit organization, Stay In Balance, for a supportive housing development located at 1515 North Farwell Avenue. These funds will be used to create 18 supportive housing units at Balance Point Apartments, for the patients of Milwaukee County’s Behavioral Health Division (BHD) who have mental illnesses.

This is a one-time fund transfer from the City of Milwaukee to Milwaukee County’s Housing Division that would allow the developer of these apartments to purchase the building. However, the developer will fund the costs to rehab this facility.

Approval of this transfer will result in a \$0 tax levy impact to the Department of Health and Human Services and Milwaukee County.

TRANSFER SIGNED BY THE COUNTY EXECUTIVE 09/15/10.

	<u>From</u>	<u>To</u>
7) <u>8387 – Children’s LTS</u>		
5199 – Salaries		\$ 53,010
5312 – Social Security		4,056
5420 – Employee Health Care		15,789
5421 – Employee Pension		10,656
8151 – Children’s Long Term Support Program		707,307
2251 – Children’s Long Term Support Program	\$790,818	

A transfer of \$790,818 is requested by the Interim-Director, Department of Health and Human Services (DHHS) to receive revenue and establish expenditure authority related to the Children’s Long-Term Support (CLTS) Program.

The State of Wisconsin Department of Health Services (DHS) 2009-2011 biennial budget included expanded funding for the CLTS Waiver program to permit counties to serve additional eligible children with disabilities and their families. With this expanded funding, it is anticipated that 130 additional children will receive funding for services. Prior to this expansion, the Disabilities Services Division (DSD) was able to serve approximately 65 children and families.

In addition, DHS is also funding CLTS Youth Transition slots targeting young adults who are turning 18 years of age, who are making the transition to Family Care for services. It is anticipated that over 100 additional slots will be available to children for up to 12 months to provide transition services to Family Care.

Of the total increased funding from DHS, \$707,307 will be used to offset service expenditures and \$83,511 will be used to offset the funding of 3.0 FTE Human Service Worker positions in DHHS in 2010. These positions are currently unfunded and will provide administrative support to facilitate the program expansion. These positions will be included in the Department’s 2011 Recommended Budget.

No tax levy impact results from this fund transfer.

TRANSFER SIGNED BY THE COUNTY EXECUTIVE 09/15/10.

	<u>From</u>	<u>To</u>
8) <u>8440 – Income Maintenance Payments</u>		
6816 – MA Transportation Payments		\$1,900,000
2255 – Social Services Purchase	\$1,900,000	

A transfer of \$1,900,000 is requested by the Interim-Director, Department of Health and Human Services to recognize increased revenue and associated expenditures related to the Medical Assistance (MA) Transportation Program in the Economic Support Division.

Because the State of Wisconsin assumed the operation of Income Maintenance and Child Care programs in Milwaukee County, the 2010 Adopted Budget eliminated payments for MA Transportation. Subsequently, the State requested that DHHS process payments from the transportation vendors and agreed to reimburse the County for related staff costs.

In April 2010, a fund transfer was approved for \$6 million in expenditures and offsetting revenue for this program. This fund transfer recognizes additional revenue and establishes associated appropriations to meet the projected year-end budget of \$7.9 million.

Approval of this transfer will result in a \$0 tax levy impact.

TRANSFER SIGNED BY THE COUNTY EXECUTIVE 09/15/10.

Action Required
Finance Committee
County Board (Majority Vote)

WHEREAS, your committee has received from the Department of Administrative Services, Fiscal Affairs, departmental requests for transfer to the 2010 capital improvement accounts and the Director finds that the best interests of Milwaukee County will be served by allowance of such transfers;

THEREFORE, BE IT RESOLVED, that the Director, Department of Administrative Services, is hereby authorized to make the following transfers in the 2010 capital improvement appropriations:

	<u>From</u>	<u>To</u>
1) <u>WA153022 – Jet Bridge Replacement</u>		
8501 – Bldg/Structures New (Cap)		\$1,050,000
4707 – Airport Capital Improvement Reserve	\$1,050,000	

An appropriation transfer of \$1,050,000 is requested by the Director of the Department of Transportation and Public Works (DTPW) to reallocate expenditure authority from the Airport Capital Improvement Reserve Fund to a new capital project, WA153022 – Jet Bridge Replacement.

The fund transfer will provide expenditure authority to replace two county-owned passenger bridges located at gates E60 and E61. The Airport Director indicates these bridges are obsolete due to their age and short length, and cannot reach the passenger access doors on modern regional jets.

The bridges would be replaced with updated structures that have three telescoping sections, providing sufficient length to reach modern regional jets. The Airport Director indicates that, based on preliminary usage plans under the draft Master Lease Agreement renewal, it is likely that regional jets will be using the two gates. The airport will begin the process of purchasing the new jet bridges upon passage of the transfer, with an anticipated six-month lag time to receive the new equipment.

The Airport Capital Improvement Reserve fund has sufficient funding for this project, with a current balance of \$3,270,954.

This transfer has no net tax levy effect.

TRANSFER SIGNED BY THE COUNTY EXECUTIVE 09/15/10.

	<u>From</u>	<u>To</u>
2) <u>WH083012 – Silver Spring – N. 124th</u>		
6146 – Prof. Services Cap/Major Maint.	\$425,000	
2699 – Other Federal Grants & Reim		\$340,000
4907 – Bond and Note Proceeds		85,000
<u>WH088012 – North Shop Salt Shed</u>		
4907 – Bond and Note Proceeds	\$85,000	
6146 – Prof. Services Cap/Major Maint.		\$85,000

An appropriation transfer of \$510,000 is requested by the Director of the Department of Transportation and Public Works (DTPW) to reallocate expenditure authority from capital project WH083012 – Silver Spring – N. 124th Street, to capital project WH08012 – North Shop Salt Shed.

Expenditure authority is being transferred into the North Shop Salt Shed because bids for its design and construction have come in at approximately \$85,000 over the 2010 Adopted Budget level of \$300,000. Due to workload, the design phase of this project was completed by outside consultants, for which no funding was budgeted in the project. The expenditure authority is being transferred out of capital project WH083012 – Silver Spring – N. 124th Street. The project will require \$2,146,420 in county funding for twenty percent of the total project cost (\$10,732,100), but \$3,140,131 is budgeted, for a surplus of \$993,711.

This transfer has no net tax levy effect.

TRANSFER SIGNED BY THE COUNTY EXECUTIVE 09/15/10.

	<u>From</u>	<u>To</u>
3) <u>WJ056012 – Video Visitation</u>		
8509 – Other Building Improvements		\$446,800
4907 – Bonds and Notes	\$446,800	
<u>WJ052012 – Replace Water Pipe North Building</u>		
8509 – Other Building Improvements	\$446,800	
4907 – Bonds and Notes		\$446,800

An appropriation transfer of \$446,800 is requested by the Office of the Sheriff to reallocate \$446,800 expenditure authority and general obligation bonds from WJ052 Replace Water Pipe North Building to WJ056 County Correctional Facility South (CCFS) Video Visitation.

The 2010 Adopted Capital Improvements Budget included expenditure authority of \$435,000 for WJ056 Video Visitation to construct a video visitation area at the County Correctional Facility South similar to the

system at the County Correctional Facility Central. The project includes the construction of two visitation booths in each of the 33 dorms at the CCFS, including wiring, handset installation, flat panel video equipment and computers. Viewing booths with similar equipment would be constructed in the visiting area. The responses to a request for proposals (RFP) for the project were received in the Summer of 2010 and the winning bid for the contract was \$881,800, which is \$446,800 over the original estimate. The cost increase is not indicative of any change to the scope of the project.

In 2009, \$1,048,500 was approved for WJ052 Replace Water Pipe North Building to replace the piping. The eight dorms that are housed in the main facility or North building were built in 1949 and the piping had not been replaced. The piping was originally cast in the concrete wall and had begun to rot away. This resulted in water leaking in to the dorms at a high frequency. This project replaced the rotted piping from the wall to the shower in four dorms in 2009 and four dorms in 2010.

There are surplus funds in project WJ052 Replace Water Pipe North Building. This project was completed under budget largely due to many portions of the work being performed by in-house staff versus contractors. In addition, some of the piping had been replaced as a part of Capital Project WJ053012 – Replace Toilets in CD Dorm, as well as repairing leaks as they occurred using operating maintenance funds.

Therefore, this appropriation transfer reallocates \$446,800 of expenditure authority and general obligation bonds from WJ052 Replace Water Pipe North Building to WJ056 County Correctional Facility South (CCFS) Video Visitation.

There is no tax levy impact from this transfer.

TRANSFER SIGNED BY THE COUNTY EXECUTIVE 09/15/10.

	<u>From</u>	<u>To</u>
4) <u>WP188012 Countywide Scoreboard Replacement Program</u>		
4930 – Gifts and Donations	\$40,000	
8527 – Land Improvements (CAP)		\$60,000
9705 – Park Services		15,000
<u>WP172042 LaFollette Park Pavilion HVAC Replacement</u>	\$35,000	
8527 – Land Improvements (CAP)		

An appropriation transfer of \$75,000 is requested by the Directors of Parks, Recreation and Culture and Transportation and Public Works to recognize unanticipated revenue and to move expenditure authority from Capital Project WP172042 LaFollette Park Pavilion HVAC Replacement to WP188012 Countywide Scoreboard Replacement Program.

The Department of Parks, Recreation and Culture received a donation of \$40,000 from the Brewers Community Foundation for the purchase of scoreboards. The donation will allow for the purchase of 8 scoreboards in various baseball and softball fields in the Parks system. The donation will pay for the scoreboards, but requires the Parks Department to cover the installation costs, which are estimated to be \$35,000. The installation cost estimate includes the purchase of I-beams, concrete and electrical supplies and

labor associated with the installation. The funds will be reallocated from capital project WP172042 LaFollette Park Pavilion HVAC Replacement. The construction contract has been awarded for the LaFollette project and the Department anticipates a surplus of approximately \$80,000.

This fund transfer has no tax levy impact.

TRANSFER SIGNED BY THE COUNTY EXECUTIVE 09/15/10.

	<u>From</u>	<u>To</u>
5) <u>WP132012 Mitchell Domes Generator</u>		
8509 - Other Building Improvement (CAP)	\$150,000	
6146 - Prof. Services - CAP/Major Maintenance	25,000	
<u>WP132032 Mitchell Domes Reflecting Pools</u>		
8509 - Other Building Improvement (CAP)		\$175,000
<u>WP172172 Mitchell Domes Roof</u>		
8501 - Buildings/Structures New (CAP)		\$85,295
6146 - Prof. Services - CAP/Major Maintenance		15,000
7930 - Photo, Prtg, Repro & Binding		500
6030 - Advertising		500
2999 - Revenue from Other Governmental Unit	\$101,295	

An appropriation transfer of \$276,295 is requested by the Directors of Parks, Recreation and Culture and Transportation and Public Works to reallocate expenditure and revenue for several projects located at the Mitchell Park Domes.

The Parks Department was recently awarded a grant from the Milwaukee Metropolitan Sewerage District (MMSD) in the amount of \$101,295 to install a green roof system at the Domes. The green roof system will allow the rainwater to absorb on the roof, as opposed to draining into the storm sewer system. The change in scope will increase the total cost of the roof project from the original \$150,000 that was budgeted to \$251,295. The project will replace the roof over the lobby area of the Domes with a green roof, as well as restore proper drainage to the structural nodes on the metal framing that supports the glass on each dome.

Beyond repair of the roof the project will integrate the reflecting pools into the project. The original budget for the reflecting pools was \$281,200. The fund transfer will increase expenditure authority by \$175,000. The pools will be converted into pervious areas with below grade storm water drainage. The stored storm water will be used to irrigate the green roof and other landscaping on the grounds. Since the entry way will be impacted by the replacement of the pools, the Department will replace the walkway at the entrance to the Domes.

The appropriation transfer will reallocate \$175,000 in expenditure authority from the Mitchell Domes Generator Replacement project to the Mitchell Domes Reflecting Pool project. Funds are available in the Mitchell Domes Generator Replacement project because bids were lower than the budgeted amount. The construction contract has been awarded and the generator project has a surplus of \$197,000.

This fund transfer has no tax levy impact.

TRANSFER SIGNED BY THE COUNTY EXECUTIVE 09/15/10.

	<u>From</u>	<u>To</u>
6) <u>9525 Zoo Major Maintenance</u>		
8502 – Major Maintenance Building	\$10,000	
<u>WZ014622 Zoo ARC HVAC Replacement</u>		
8509 – Other Building Improvement (CAP)		\$39,000
<u>WZ014612 Zoo Bird Winter Quarter HVAC Replacement</u>		
8509 – Other Building Improvement (CAP)	\$5,000	
<u>WZ014642 Zoo Small Mammal HVAC Replacement</u>		
8509 – Other Building Improvement (CAP)	\$23,446	
6146 – Prof Serv- CAP/Major Maintenance	554	
<u>WZ038012 Peck Center HVAC Replacement</u>		
8501 – Buildings/Structures New (CAP)	\$30,000	
<u>WZ038022 Peck Boardwalk Electrical Piping Replacement</u>		
8509 – Other Building Improvement (CAP)		\$30,000

An appropriation transfer of \$69,000 is requested by the Directors of the Zoological Department and Transportation and Public Works to reallocate expenditure authority from various Zoo capital projects to complete the replacement of the Aquatic Reptile Center (ARC) HVAC System Replacement and to replace electrical piping along the Peck Pavilion Boardwalk.

The construction estimates for the ARC HVAC replacement were \$39,000 over the budgeted amount of \$185,427, which is partially due to roof repairs that were not included in the original scope of work. The section of the roof where repairs are needed would be located under the new HVAC system and should be addressed before the new system is installed. The estimate for the roof repairs is \$10,000. The roof repairs are not eligible for bond financing; therefore, \$10,000 is transferred from the Zoo operating budget. Financing for the additional \$39,000 for the ARC HVAC replacement will be provided from surplus funds in the Small Mammal HVAC Replacement project and the Bird Winter Quarters HVAC Replacement project. Both of the projects are completed and the combined surplus from the two projects is approximately \$40,000.

This appropriation transfer reallocates \$5,000 from the Winter Quarters HVAC project, \$24,000 from the Small Mammal HVAC project and \$10,000 from the operating budget to the ARC HVAC Project. The

original budget for the ARC HVAC project was \$185,427 and upon approval of the transfer the total budget for the project will be \$224,427.

The transfer will also reallocate \$30,000 from the Peck Center HVAC Replacement project to the Peck Boardwalk Electrical Piping Replacement project. The Peck Boardwalk Electrical Piping Replacement is a newly created sub-project within the Peck Center HVAC Replacement project. The Zoo discovered that the piping was sagging and is in immediate need of replacement. The conduit and wiring has rusted over the years due to salting during snow removal. The project will remove 240 feet of old conduit and replace all the conduit and wiring under the deck. The Peck Center HVAC Replacement project has been bid out and will be completed under budget.

This fund transfer has no tax levy impact.

TRANSFER SIGNED BY THE COUNTY EXECUTIVE 09/15/10.

Action Required
Finance Committee
County Board (Majority Vote)

WHEREAS, department requests for transfers within their own accounts have been received by the Department of Administration, Fiscal Affairs, and the Director finds that the best interests of Milwaukee County will be served by allowance of such transfers;

THEREFORE, BE IT RESOLVED, that the Director, Department of Administration, is hereby authorized to make the following transfers in the 2010 appropriations of the respective listed departments:

	<u>From</u>	<u>To</u>
1) <u>5046 – Former 440th Air Force Base</u>		
8501 – Major Mtce Buildings Cap	\$500,000	
<u>5041 – GMIA Administration</u>		
8501 – Major Mtce Buildings Cap		\$500,000

An appropriation transfer of \$500,000 is requested by the Director of the Department of Transportation and Public Works (DTPW) to reallocate expenditure authority within the airport division due to a change in scope of an operating capital outlay project.

In the July Board cycle, a fund transfer was approved that would fund the renovation of office space at the former 440th Air Force Base at General Mitchell International Airport (GMIA), and relocation of Airport Engineering staff from the GMIA administration building to that space. The funding was provided from the Airport Capital Improvement Reserve Account. The engineering staff was being relocated because the Transportation Security Administration (TSA) requested additional space within the administration building.

Since the July Board cycle, GMIA staff has further analyzed space allocations. As a result of this analysis, GMIA staff has determined that, instead of relocating to the former 440th, renovating and expanding existing space at the administration building could be accomplished at similar cost. This option would enable engineering staff to remain in close proximity to other GMIA administrative functions, and would provide the additional space required by TSA. Additionally, a future capital project will complete the build-out of other space at the administration building to provide expanded space for security training and clearance of airport and tenant personnel who require access to secured areas. By changing the scope of work envisioned in the July fund transfer, the two projects will provide a consolidated workspace for both security and airport engineering functions.

This transfer has no tax levy impact.

TRANSFER SIGNED BY THE COUNTY EXECUTIVE 09/15/10.

Action Required
Finance Committee
County Board (Majority Vote)

WHEREAS, department requests for transfers within their own accounts have been received by the Department of Administrative Services, Fiscal Affairs, and the Director finds that the best interests of Milwaukee County will be served by allowance of such transfers;

THEREFORE, BE IT RESOLVED, that the Director, Department of Administrative Services, is hereby authorized to make the following transfers in the 2010 appropriations of the respective listed departments:

	<u>From</u>	<u>To</u>
1) <u>1150 – DAS Risk Management</u>		
8041 – Workers Comp-Medical		\$100,000
8043 – Workers Comp-Claims		273,000
<u>1150 – Risk Management</u>		
4707 – Contribution from Reserves	\$373,000	

A transfer in the amount of \$373,000 is being requested by the Risk Manager to increase the appropriation for Workers Compensation Expenses.

Based on the first eight months of the year, actual expenses for Worker’s Compensation are projected to exceed the budgeted amount by \$723,000. This is due to the severity of several injuries and a large number of settlement payments due to work related injuries.

The Division projects savings in insurance premiums that can offset \$350,000 of the additional expense relating to Worker’s Compensation. This transfer covers the remaining expense with a Contribution from the Reserve for Risk Management. Based on the actuarial report, the Worker’s Compensation Reserve has a surplus which can be used to offset 2010 expense.

There is no levy impact as a result of this transfer. If this transfer is not approved, Risk Management would deficit by \$373,000, which would have a levy impact.

TRANSFER SIGNED BY THE COUNTY EXECUTIVE 09/15/10.

Action Required
Finance Committee

WHEREAS, department requests for transfers within their own accounts have been received by the Department of Administrative Services, Fiscal Affairs, and the Director finds that the best interests of Milwaukee County will be served by allowance of such transfers;

THEREFORE, BE IT RESOLVED, that the Director, Department of Administrative Services, is hereby authorized to make the following transfers in the 2010 appropriations of the respective listed departments:

	<u>From</u>	<u>To</u>
1) <u>6150 – ARRA Dept of Energy Grant</u>		
8502 – Major Maint Bldg (Exp)		\$5,491
6706 – R/M by Professional Services	\$5,491	

An appropriation transfer of \$5,491 is requested by the Director of the Department of Transportation and Public Works and the Acting Director of DTPW Facilities Management to reallocate funds between expenditure accounts to properly recognize where federal grant funds are being spent.

In March 2010, an appropriation fund transfer was approved allowing DTPW Facilities Management to recognize \$732,400 in federal stimulus grant revenue from the U.S Department of Energy for various energy conservation projects.

This appropriation transfer is requested to reallocate \$5,491 from Professional Services to Major Maintenance in order to provide additional money to purchase materials for the Research Park Lighting project. Approximately 770 fixtures in the Research Park Building will be converted from existing T12 fixtures, with both magnetic and electronic ballasts, to high performance 28-watt T8 lamps with high efficiency electronic ballasts.

There is no tax levy impact from this transfer.

TRANSFER SIGNED BY THE COUNTY EXECUTIVE 09/15/10.

	<u>From</u>	<u>To</u>
2) <u>5725 – Buildings/Facilities</u>		
6017 – F3CH – Housekeeping Service Fees		\$424,884
6017 – F3CJ – Housekeeping Service Fees		100,044
6017 – F3SB – Housekeeping Service Fees		170,052
6017 – F3ME – Housekeeping Service Fees		29,268
6017 – F3CC – Housekeeping Service Fees		223,656
6017 – F3Y0 – Housekeeping Service Fees		53,520
<u>5736 – City Campus</u>		
6017 – F3W9 – Housekeeping Service Fees		\$95,124
<u>5738 - CATC</u>		
6017 – F3DC – Housekeeping Service Fees		\$76,968
<u>1950 - Employee Fringe Benefits</u>		
9898 – Abatement – Fringe Benefit Org		\$329,288
<u>5702 – Maintenance Operations</u>		
5199 – Salaries	\$674,354	
5312 – Social Security	51,073	
5420 – Employee Health	229,860	
5421 – Employee Pension	99,428	
7500 – Housekeeping Supplies (Bud)	118,801	
<u>1950 - Employee Fringe Benefits</u>		
5400 – Health Insurance – WPS Self Ins	\$229,860	
5409 – County Contr to Retmnt Sys	99,428	

An appropriation transfer of \$1,502,804 is requested by the Director of the Department of Transportation and Public Works and the Acting Director of DTPW Facilities Management to realign various expenditure accounts for housekeeping services.

In the 2010 Adopted Budget, by sustaining the County Executive’s housekeeping veto, approved the housekeeping outsourcing initiative for Facilities Management. Due to the nature of the approval process, the actual funding remained in the personnel expenditure accounts in 2010 instead of a contract services expenditure account. This appropriation transfer realigns \$1,173,516 in expenditure authority from the personnel and commodities accounts to the professional services contract to enable Facilities Management to pay the housekeeping vendor for services. Included in this amount are the personnel costs of salaries, social security and active fringe benefits, and housekeeping supplies.

Corresponding health insurance and pension costs of \$329,288 are offset by an increase in abatements from charges to Facilities Management are indicated in Org. 1950 – Fringe Benefits.

The housekeeping vendor for Facilities Management, Mid-American Building Services, started work in January 2010. Facilities Management has worked with Procurement to secure a price agreement with the vendor and sufficient budgeted funds are available for services for 2010.

There is no tax levy impact from this transfer.

TRANSFER SIGNED BY THE COUNTY EXECUTIVE 09/15/10.

	<u>From</u>	<u>To</u>
3) <u>8110 – Director’s Office</u>		
2299 – Other State Grants/Reimbursement		\$21,056
9855 – Inter-departmental Abatement	\$21,056	
<u>8211 – Contract Administration</u>		
2299 – Other State Grants/Reimbursement		\$46,214
9855 – Inter-departmental Abatement	\$46,214	
<u>8212 – Budget Section</u>		
2299 – Other State Grants/Reimbursement		\$74,648
9855 – Inter-departmental Abatement	\$74,648	
<u>8213 – DHHS Accounting</u>		
2299 – Other State Grants/Reimbursement		\$25,027
9855 – Inter-departmental Abatement	\$25,027	
<u>8214 – Business Office Section</u>		
2299 – Other State Grants/Reimbursement		\$10,654
9855 – Inter-departmental Abatement	\$10,654	
<u>8231 – DHHS/CP HR Unit</u>		
2299 – Other State Grants/Reimbursement		\$147,239
9855 – Inter-departmental Abatement	\$147,239	
<u>8242 – Income Maintenance Records & Support</u>		
2299 – Other State Grants/Reimbursement		\$279,222
9855 – Inter-departmental Abatement	\$279,222	
<u>8247 – DHHS Mail Purchase Stock Mgmt</u>		
2299 – Other State Grants/Reimbursement		\$60,769
9855 – Inter-departmental Abatement	\$60,769	

	<u>From</u>	<u>To</u>
<u>8440 – Income Maintenance Payments</u>		
9755 – Inter-departmental Charges		\$60,729
2299 – Other State Grants/Reimbursement	\$60,729	
<u>8451 – W-2 Staff Region 1</u>		
9755 – Inter-departmental Charges		\$1,531,857
2299 – Other State Grants/Reimbursement	\$ 319,683	
3602 – Office Space Rental	1,212,174	
<u>8471 – Child Care Services</u>		
9755 – Inter-departmental Charges		\$284,417
2266 – Day Care Benefits	\$284,417	
<u>8249 – Unassigned Space</u>		
3602 – Office Space Rental		\$1,212,174
9855 – Inter-departmental Abatement	1,212,174	

A transfer of \$3,754,006 is requested by the Interim-Director, Department of Health and Human Services (DHHS), to adjust expenditure and revenue objects related to the Economic Support Division.

As of January 1, 2010, the State of Wisconsin assumed the operation of the Income Maintenance and Child Care program in Milwaukee County. As part of the takeover, the State is reimbursing the County for the cost of certain administrative functions to support the Income Maintenance and Child Care Programs as well as space rental for the Coggs Center.

In the 2010 Budget, these revenues and expenses were recognized throughout several organizational units. This made fiscal monitoring and tracking of expenses difficult. The proposed transfer would consolidate all costs and revenues into three organizational units, 8440, 8451 and 8471, relating to Income Maintenance and Child Care Programs respectively.

No tax levy impact results from this fund transfer.

TRANSFER SIGNED BY THE COUNTY EXECUTIVE 09/15/10.

2010 BUDGETED CONTINGENCY APPROPRIATION SUMMARY

2010 Budgeted Contingency Appropriation Budget \$5,800,000

Approved Transfers from Budget through July 29, 2010

6050-Contract Pers. Serv. Short (Estabrook Dam Stabilization Study)	\$ (200,000)
9000-Parks (Farm & Fish Hatchery)	\$ (54,500)
9910-UW Extension (Settlement Agreement)	\$ (47,000)

Unallocated Contingency Balance July 29, 2010

\$ 5,498,500

Transfers Pending in Finance & Audit Committee through 09/23/10

Total Transfers Pending in Finance & Audit Committee

\$ -

Net Balance

\$ 5,498,500

COUNTY OF MILWAUKEE
INTEROFFICE COMMUNICATION

DATE : September 2, 2010
TO : Lee Holloway, Chairman, County Board of Supervisors
FROM : Scott Manske, Controller
SUBJECT : Authority to Pay Contract for Cambridge Advisory Group

Policy

Section 56.30(9), of the Milwaukee County Ordinances, states that no work shall be performed by any professional service contractor until a written contract has been executed and signed by all appropriate officials. County Board approval is required to authorize the Department of Administrative Services – Accounts Payable to pay a contractor for services.

Background

Cambridge Advisory Group was requested to provide actuarial services needed in preparing the County's case before the Provider Reimbursement Review Board (PRRB) of Medicare. The outside attorney, who was representing the County in our case before Medicare, suggested the use of an outside actuary to testify before the PRRB of Medicare. The contract work was estimated at \$10,000. The work included the review of the County's work papers, plus testimony before the PRRB on April 1, 2010.

The County has been pursuing reimbursement from Medicare for their portion of the Other Post Employment Benefit health care costs of former Doyne Hospital employees. The County has calculated the actual health care costs of former Doyne Hospital employees for each year since the closure of Doyne Hospital, plus projecting the future costs for these same employees. County staff, using actuarial methods, has calculated the actual and projected cost estimates. Cambridge Advisory Group was hired to review our cost calculations and the actuarial methods used in the calculations.

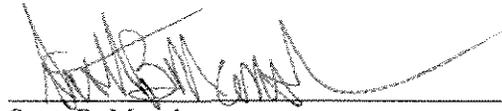
The timing of the PRRB hearing and need for immediate review of the County's calculations did not allow time for completion of the contract prior to the work beginning on the contract scope of work.

Recommendation

The Controller recommends that 56.30 (9) be waived and payment approved for the services performed by Cambridge Advisory Group prior to the completion of the professional services agreement.

Fiscal Note

Sufficient funds are available in the 2010 budget for the \$10,000 payment to Cambridge Advisory Group.



Scott B. Manske
Controller

SBM:ca

cc: Scott Walker, County Executive
Supervisor Elizabeth Coggs, Chairman, Finance and Audit Committee
Cynthia Archer, Director, Department of Administrative Services
Jerome J. Heer, County Auditor
Steve Kreklow, Fiscal and Budget Administrator
Stephen Cady, Director of Research, County Board

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5 From the Controller, requesting relief from and waiver of Section 56.30(9), Milwaukee County Ordinances,
6 by recommending payment of the invoices in the amount of \$10,000 submitted from Cambridge Advisory
7 Group, prior to full and complete execution and signature of their professional services agreement, by
8 recommending adoption of the following:
9

10 A RESOLUTION

11
12 WHEREAS, Section 56.30(9) of the Milwaukee County Ordinances provides that no payment shall be
13 made to professional service contractors prior to proper execution of a contract, including required
14 departmental reviews and sign-offs; and
15

16 WHEREAS, the Department of Administrative Services is not permitted by Ordinance to exempt
17 departments from Section 56.30(9) but is able to make payments following authorization of the Milwaukee
18 County Board of Supervisors; and
19

20 WHEREAS, the Department of Administrative Services needed actuarial services to review the
21 County's calculation of other post employment benefit health care costs for former Doyne Hospital
22 employees, and to testify before Medicare and requested Cambridge Advisory Group to do this work; and
23

24 WHEREAS, the work was performed prior to the contract with Cambridge Advisory Group being
25 completed; and
26

27 WHEREAS, the urgency of this matter did not allow for the contract to be executed prior to the service
28 being performed; now, therefore,
29

30 BE IT RESOLVED, that the Milwaukee County Board of Supervisors does hereby authorize the
31 Director of Administrative Services, to pay invoices submitted by Cambridge Advisory Group for work on
32 the Doyne Hospital Post Retirement Health Care calculations and testimony before Medicare; and
33

34
35 FISCAL NOTE: Sufficient funds are available for payments to Cambridge Advisory Group.

MILWAUKEE COUNTY FISCAL NOTE FORM

DATE: 09/02/2010

Original Fiscal Note

Substitute Fiscal Note

SUBJECT: Payment of Professional Service Contracts

FISCAL EFFECT:

- | | |
|---|--|
| <input checked="" type="checkbox"/> No Direct County Fiscal Impact | <input type="checkbox"/> Increase Capital Expenditures |
| <input type="checkbox"/> Existing Staff Time Required | <input type="checkbox"/> Decrease Capital Expenditures |
| <input checked="" type="checkbox"/> Increase Operating Expenditures
(If checked, check one of two boxes below) | <input type="checkbox"/> Increase Capital Revenues |
| <input checked="" type="checkbox"/> Absorbed Within Agency's Budget | <input type="checkbox"/> Decrease Capital Revenues |
| <input type="checkbox"/> Not Absorbed Within Agency's Budget | |
| <input type="checkbox"/> Decrease Operating Expenditures | <input type="checkbox"/> Use of contingent funds |
| <input type="checkbox"/> Increase Operating Revenues | |
| <input type="checkbox"/> Decrease Operating Revenues | |

Indicate below the dollar change from budget for any submission that is projected to result in increased/decreased expenditures or revenues in the current year.

	Expenditure or Revenue Category	Current Year	Subsequent Year
Operating Budget	Expenditure	10,000	0
	Revenue		
	Net Cost	10,000	0
Capital Improvement Budget	Expenditure		
	Revenue		
	Net Cost		

DESCRIPTION OF FISCAL EFFECT

In the space below, you must provide the following information. Attach additional pages if necessary.

- A. Briefly describe the nature of the action that is being requested or proposed, and the new or changed conditions that would occur if the request or proposal were adopted.
- B. State the direct costs, savings or anticipated revenues associated with the requested or proposed action in the current budget year and how those were calculated.¹ If annualized or subsequent year fiscal impacts are substantially different from current year impacts, then those shall be stated as well. In addition, cite any one-time costs associated with the action, the source of any new or additional revenues (e.g. State, Federal, user fee or private donation), the use of contingent funds, and/or the use of budgeted appropriations due to surpluses or change in purpose required to fund the requested action.
- C. Discuss the budgetary impacts associated with the proposed action in the current year. A statement that sufficient funds are budgeted should be justified with information regarding the amount of budgeted appropriations in the relevant account and whether that amount is sufficient to offset the cost of the requested action. If relevant, discussion of budgetary impacts in subsequent years also shall be discussed. Subsequent year fiscal impacts shall be noted for the entire period in which the requested or proposed action would be implemented when it is reasonable to do so (i.e. a five-year lease agreement shall specify the costs/savings for each of the five years in question). Otherwise, impacts associated with the existing and subsequent budget years should be cited.
- D. Describe any assumptions or interpretations that were utilized to provide the information on this form.

A. The County Board is being requested to authorize, by resolution, the payment of invoices for a professional service contract for Cambridge Advisory Group. In accordance with 56.30(9), the invoices are not being paid because contract work was performed prior to the contract being approved. The ordinance does allow for payment, if the board authorizes payment by resolution.

B. Approval of this resolution will authorize the department to pay for the contract work of \$10,000 from 2010 available funds. This is a one-time cost for payment of the contract work.

C. There is no budgetary impact associated with this contract, since work will be paid with available budgeted funds.

D. No assumptions or interpretations were utilized to calculate this fiscal note, since actual invoices were used.

Department/Prepared By Department of Administrative Services - Scott B. Manske

Authorized Signature _____

Did DAS-Fiscal Staff Review? Yes No

¹ If it is assumed that there is no fiscal impact associated with the requested action, then an explanatory statement that justifies that conclusion shall be provided. If precise impacts cannot be calculated, then an estimate or range should be provided.

COUNTY OF MILWAUKEE
Interoffice Communication

TO: Lee Holloway, Chairman County Board Supervisors
Elizabeth Coggs, Chairperson, Finance and Audit Committee
Finance and Audit Committee Members

FROM: Freida Webb, Director, Office of Community Business Development
Partners (CBDP)

DATE: September 15, 2010

SUBJECT: Recommendation of Consultant to the Task Force on Work Reform for
Men RFP #6568

The County Board Office of Community Business Development Partners is pleased to submit the following report and recommendation for the selection of a consultant to the Task Force on Work Reform for Men on behalf of the RFP Evaluation Committee.

History

An RFP was posted on the Procurement and CBDP web sites announcing the request for proposal on July 26, 2010. Additionally, public service ads were placed with the Daily Reporter, the Community Journal and El Conquistador newspapers, all the local ethnic Chamber of Commerce, the Task Force members, and the Nonprofit Center. Five responses were received by the August 31, 2010 deadline in the County Clerk's office. Proposal responses were distributed to five panel members, one of who was a Milwaukee County employee in another department. The Evaluation Committee met on Monday, September 13, 2010 to address questions related to the evaluation criteria, and to submit their individual rating scores. A final teleconference was conducted on Tuesday, September 14, 2010 to arrive at a consensus and final recommendation to this Committee.

The CBDP office tallied the committee's scores and recommends Northcott Neighborhood House, Inc., who received the highest score from the panel of reviewers, as the most responsive, responsible bidder.

Northcott Neighborhood House, Inc. is a multipurpose community based agency established by the Wisconsin annual Conference of the general board of Global Ministries in 1961, and has maintained 501(c) 3 non-profit status since 1962. The agency's mission is to support family stability, provide educational and recreational programming for youth, lessen neighborhood tensions, combat community deterioration, and provide various social services to residents in the Milwaukee area targeting the Harambee area. Northcott Neighborhood House, Inc. has offered employment and training programs to youth, young adults and mature individuals for the past 15 years.

Northcott's approach to providing services to the targeted population will emphasize: 1) collaboration with local, state and federal agencies in both the private and public sectors; 2) utilization of a "bonding strategy" between staff and participants; and 3) providing each participant with an individual assessment and plan for success.

Finally, Northcott Neighborhood House, Inc. intends to partner with other community and faith based agencies, the Wisconsin Department of Corrections (DOC, Milwaukee Area Technical College (MATC), the Milwaukee Area Workforce Area Investment Board (MAWIB), and the Task Force on Work Reform for Men to complete the deliverables of the consulting contract.

Recommendation

Therefore, the County Board Office of Community Business Development Partners (CBDP) on behalf of the RFP Evaluation Committee recommends approval of this recommendation and report.

Prepared by:

Mildred Hyde-Demoze
Certification Section Manager
Professional Service Contracts

Approved by:

Freida Webb, Director
County Board Office of Community Business Development Partners

Cc: Johnnie Thomas, Vice-Chairperson, Finance & Audit Committee
Terrence Cooley, Chief of Staff, Milwaukee County Board
Steve Cady, Fiscal & Budget Analyst, County Board
Carol Mueller, Committee Clerk, Finance & Audit Committee

1 BY THE COMMITTEE ON FINANCE AND AUDIT

2

3

4

A RESOLUTION

5

6 WHEREAS, the 2008 Adopted Budget appropriated \$125,000 to retain outside
7 consultant assistance and convene a task force of five members jointly appointed by the
8 County Executive and County Board Chairman to make recommendations in order to
9 provide more focus and equitable employment funding in work reform for men,
10 particularly fathers and other men of color; and

11

12 WHEREAS, in 2008, Milwaukee County administratively entered into a six month
13 professional services contract with Mr. Gerard A. Randall doing business as The Lazarus
14 Group, LLC, for outside consulting services to the Milwaukee County Task Force on Work
15 Reform for Men; and

16

17 WHEREAS, on September 25, 2008, the County Board adopted a resolution (File
18 No. 08-335) approving a contract extension of \$75,000 to the Lazarus Group, LLC, through
19 March 31, 2009, to provide consulting services to the Milwaukee County Task Force on
20 Work Reform for Men, to provide a focus on equitable employment opportunities in work
21 reform, particularly fathers and other males of color; and

22

23 WHEREAS, the 2009 and 2010 Adopted County Budget includes a \$125,000
24 appropriation in the County Board Office of Community Business Development Partners to
25 retain additional consulting assistance and related services to the Task Force on Work
26 Reform for Men; and

27

28 WHEREAS, in order to provide an open and inclusive process, the consulting
29 contract was put out through a request for proposals process (RFP) that was reviewed by
30 five panel members, one employed by Milwaukee County; and

31

32 WHEREAS, the selection panel recommends that Northcott Neighborhood House,
33 Inc. based on the highest proposal score of the collective review panel, be selected for a
34 one-year contract beginning October 1, 2010 through September 30, 2011; and

35

36 WHEREAS, under Chapter 56 of the Milwaukee County Ordinances, County Board
37 approval is required for any professional services contract extension that extends the total
38 reimbursement beyond \$50,000 dollars to the same vendor; now, therefore,

39

40 BE IT RESOLVED, that the Milwaukee County Board of Supervisors hereby
41 authorizes and approves a contract for the period October 1, 2010, through September 3,
42 2011, in an amount not to exceed \$125,000 to retain consultant assistance and related
43 services from Northcott Neighborhood House, Inc. to the Milwaukee County Task Force on
44 Work Reform for Men, to provide more focus on equitable employment opportunities in
45 work reform, particularly fathers and other males of color.

MILWAUKEE COUNTY FISCAL NOTE FORM

DATE:

Original Fiscal Note

Substitute Fiscal Note

SUBJECT:

Authorizing and approving a contract be into for the amount of \$125,000 to retain and outside consultant for continued Phase II services and recommendations to the Milwaukee County Task Force on Work Reform for Men, to provide an equitable employment opportunities in work reform particularly for fathers and other men of Color

FISCAL EFFECT:

- | | |
|--|--|
| <input checked="" type="checkbox"/> No Direct County Fiscal Impact | <input type="checkbox"/> Increase Capital Expenditures |
| <input type="checkbox"/> Existing Staff Time Required | <input type="checkbox"/> Decrease Capital Expenditures |
| <input type="checkbox"/> Increase Operating Expenditures
(If checked, check one of two boxes below) | <input type="checkbox"/> Increase Capital Revenues |
| <input type="checkbox"/> Absorbed Within Agency's Budget | <input type="checkbox"/> Decrease Capital Revenues |
| <input type="checkbox"/> Not Absorbed Within Agency's Budget | |
| <input type="checkbox"/> Decrease Operating Expenditures | <input type="checkbox"/> Use of contingent funds |
| <input type="checkbox"/> Increase Operating Revenues | |
| <input type="checkbox"/> Decrease Operating Revenues | |

Indicate below the dollar change from budget for any submission that is projected to result in increased/decreased expenditures or revenues in the current year.

	Expenditure or Revenue Category	Current Year	Subsequent Year
Operating Budget	Expenditure	\$125,00	
	Revenue	0	
	Net Cost	\$125,000 0	
Capital Improvement Budget	Expenditure		
	Revenue		
	Net Cost		

DESCRIPTION OF FISCAL EFFECT

In the space below, you must provide the following information. Attach additional pages if necessary.

- A. Briefly describe the nature of the action that is being requested or proposed, and the new or changed conditions that would occur if the request or proposal were adopted.
- B. State the direct costs, savings or anticipated revenues associated with the requested or proposed action in the current budget year and how those were calculated. ¹ If annualized or subsequent year fiscal impacts are substantially different from current year impacts, then those shall be stated as well. In addition, cite any one-time costs associated with the action, the source of any new or additional revenues (e.g. State, Federal, user fee or private donation), the use of contingent funds, and/or the use of budgeted appropriations due to surpluses or change in purpose required to fund the requested action.
- C. Discuss the budgetary impacts associated with the proposed action in the current year. A statement that sufficient funds are budgeted should be justified with information regarding the amount of budgeted appropriations in the relevant account and whether that amount is sufficient to offset the cost of the requested action. If relevant, discussion of budgetary impacts in subsequent years also shall be discussed. Subsequent year fiscal impacts shall be noted for the entire period in which the requested or proposed action would be implemented when it is reasonable to do so (i.e. a five-year lease agreement shall specify the costs/savings for each of the five years in question). Otherwise, impacts associated with the existing and subsequent budget years should be cited.
- D. Describe any assumptions or interpretations that were utilized to provide the information on this form.

A) This resolution authorizes upon Committee and County Board approval that a contract be entered into for \$125,000 with Wisconsin Correctional Services (WCS) as an outside consultant to provide Phase II continued services and recommendations per the Task Force on Work Reform for Men the focus to be on equitable employment opportunities in work reform particularly for fathers and other Men of Color.

B) All associated funds have been appropriated in the 2010 Milwaukee County Adopted Budget. There is no additional tax levy impact.

C) N/A

D) No assumptions made.

Department/Prepared By _____

Authorized Signature _____

Did DAS-Fiscal Staff Review? Yes No

¹ If it is assumed that there is no fiscal impact associated with the requested action, then an explanatory statement that justifies that conclusion shall be provided. If precise impacts cannot be calculated, then an estimate or range should be provided.