

**MEETING MINUTES OF  
MILWAUKEE 440<sup>TH</sup> LOCAL REDEVELOPMENT AUTHORITY (LRA)  
NOVEMBER 20, 2007 AT 2:00 P.M.  
GENERAL MITCHELL INT'L AIRPORT SIJAN CONFERENCE ROOM  
5300 S. HOWELL AVE., MILWAUKEE, WI 53207**

**PRESENT:** Jeff Polenske, City of Milwaukee, LRA Chair; Brian Dranzik, Milwaukee County, LRA Vice-Chair; Rocky Marcoux, City of Milwaukee, LRA Treasurer; Tony Snieg, Milwaukee County General Mitchell Int'l Airport, LRA Secretary; Dave Misky, City of Milwaukee, LRA Board Staff

**ATTENDEES:** George Schlossberg, Kutak Rock; Barry Bateman, Milwaukee County GMIA; Jackie Blazek, 440<sup>th</sup> CE; Aaron Klug, 440<sup>th</sup> CEV; Louis Mangold, 440<sup>th</sup> CEC; Michael Zella, Hunger Task Force; Sherrie Tussler, Hunger Task Force; Bob Gintoff, NAI MLG Commercial; Wendy Domoracki, Sterling Aviation; Tiffany Goebel, Midwest Airlines; Frank Torres III, Milwaukee County, GMIA Security; Mike Keegan, Milwaukee County, GMIA Security; Rod Mayer, MKE Airline Liaison; Bill Jasinski, 128<sup>th</sup> Air Refueling Wing; Chris Morriss, AFRPA/Coo Kelly; Ken Brown, Earthtech; Gwen Sheppard, Milwaukee Women's Post 448<sup>th</sup> American Legion; Shawn Niessen, Milwaukee County, GMIA; Craig Seymour, RKG Associates (via speaker phone).

Chairman Polenske called the meeting to order at 2:05 p.m.

**Introductions**

Polenske asked all in attendance to identify themselves for the group.

**Agenda Review / Repair**

No changes were made.

**Approval of Minutes from November 6, 2007 Meeting**

Marcoux made a motion to approve the minutes without changes. Dranzik seconded. All were in favor. Motion passed.

**Introduction of George Schlossberg of Kutak Rock**

Misky summarized the LRA's RFP and selection process for the acquisition of legal services. He introduced the work group's selection of legal counsel, George Schlossberg from the firm Kutak Rock (KR). The group recommended KR largely because of Schlossberg's extensive experience in the area of aviation-related base closings. Schlossberg's representation and guidance will enable the LRA to carry out its plans for acquisition of 440<sup>th</sup> property, as well as to

enter into an interim caretaker contract to maintain the land and facilities until final disposition of the property is complete.

Schlossberg greeted the group and provided some of his background information. He is currently based in Washington, D.C., and is Chair of the firm's Federal Practice Department. He has 25 years of experience working with the Defense Department's base closure process. Schlossberg noted that his firm has represented a wide variety of city, county, and state governments, as well as Federal agencies, in negotiations with the Defense Department. As a result, he has become knowledgeable about the legalities surrounding agency claims for base property, and other potential issues that could arise during a project of this nature. He has worked as Chief Counsel for the Defense Department for base closures and provided representation for the original Base Closure Commission. Other experience includes performance as the General Counsel for the OEA. He has also worked with the LRA's current Project Manager, Lynn Boese. Schlossberg has dealt with many base closings involving property that was either used for aviation purposes or was adjacent to an airport. He is familiar with FAA requirements and other pertinent regulations and procedures. Schlossberg thanked the LRA for the opportunity to work on this project.

#### **AFRPA Update – Caretaker Contract**

Chris Morriss, from the AFRPA, elaborated on a few of the maintenance items that will be incorporated into the caretaker contract. There will be a requirement for the buildings to be kept dry and secured, and the windows to be kept intact. Temperature control criteria will also be defined. Grounds maintenance requirements will include grass mowing, snow removal, and continuous gate security.

Morriss described three contract/agreement options being explored by the AFRPA:

- 1) An extension of the existing agreement with the current maintenance provider. The extension would be considerably scaled back (de-scoped) from the standards in place while under Air Force control. There would be an advantage to an extension since the current vendor is already knowledgeable about the property and the contract could easily be terminated at the appropriate time. It would also enable an easy transition.
- 2) A new contract with different criteria could be initiated with the same vendor. This option has some of the same advantages and it could be customized to meet specific desires of the LRA, but it would take more time to execute.
- 3) A competitive small business contract could be pursued. The scope of work would be defined and an advertisement could be posted by mid-December but, overall, this option would be the most cumbersome and time consuming. Also, a new vendor would not possess the same property-specific knowledge as the current vendor.

Morriss stated that the AFRPA would like to pursue options that maximize its own revenues as much as possible. Seymour favors the LRA becoming the caretaker, and cites the value of enabling the LRA to become more familiar with the property. This would be helpful in

preparation for long-term management of the project in a manner that is consistent with the Reuse Plan and LRA goals. Morriss suggested that the LRA submit their written proposal as soon as possible to the AFRPA Director. Schlossberg agreed to draft a letter. He concurred with Seymour's assessment and indicated that the letter would only express the LRA's interest in exploring the opportunity. A number of things have yet to be determined including the finalized scope of work, what portion the Air Force might pay for, and what costs may be incurred by the LRA.

Misky mentioned the Airport's plan to hire an "Airport Business Manager" to handle property management responsibilities for the LRA but pointed out that the LRA might choose a different option. Seymour asserted that the current caretaker contract would only need to be extended if a lease was not in place by February 2. In the event that the current caretaker contract is extended, short-term (3-6 month) increments are feasible. Morriss stated that any agreement with the LRA would actually take the form of a lease that would include assignment of caretaker responsibilities. Any contracting with third parties would be subordinate to that agreement. Seymour asked if the idea of a cooperative agreement was being excluded altogether. Morriss restated that either the Director of AFRPA or someone at a higher staff level would need to make that determination.

Some of the standards in the current BOS contract will not be included in an extension, but may be renegotiated as part of a new contract. Utility services could be one area requiring negotiation. However, these services might depend on whether or not the current BOS contract is extended. Seymour suggested that the LRA Board review the existing contract and identify any deficiencies that could cause an interruption of service.

Although the Joint Use Agreement between Milwaukee County and the 440<sup>th</sup> Air Force Reserve does not require it, there is nothing in it that would prevent the installation of a security fence on the north end of the property to accommodate the 128<sup>th</sup> Air Refueling Wing's request to access its property through the 440<sup>th</sup> Base lands. The 440<sup>th</sup> does have funds set aside for this purpose. A cooperative agreement between the LRA and the 440<sup>th</sup> may be required.

### **Historic Preservation Meeting with AFCEE**

The Air Force Center for Environmental Excellence (AFCEE) has indicated that two buildings on the property may have historical significance. They include the hangar and Building 102, both of which lie in the proposed runway expansion area. On December 5, the AFCEE will visit the site along with the State and City historic preservation officers to determine the buildings' value. It is thought that they are being considered because of their age and not because of architectural or other significance. If that is the case, alternative sites could be designated for preservation instead, if necessary.

## **Schedule of City and County Approval for Recommended Alternative**

A finalized selection of which Reuse Plan to adopt must be made very soon if deadlines are to be met. The City's Common Council is leaning toward the all-aviation use plan but needs to know if the County Board is going to give their approval. Snieg has prepared a draft report for the Transportation, Public Works, & Transit Committee (TPW&T) for its meeting on December 5. The report requests authority to allow the County's representatives on the LRA Board to recommend approval of a reuse plan whereby the 440<sup>th</sup> property is transferred to the County through a Public Benefit Conveyance (PBC). It also asks for permission for Airport staff to submit a proposal for the Caretaker Contract. These requests are also contingent upon airline approval for the temporary use of retained airline revenues to cover operating and maintenance costs. The closing date for the airline ballot is November 30. Dranzik added that full County Board approval would not take place until its December 20, 2007 meeting.

Marcoux stated that the City Council will not approve a Plan unless there are written assurances that any portion of the land that is not used for the runway expansion will be designated for other aviation uses. That would offer an economic incentive to the City in the form of job creation. The Council also wants a definitive plan for stewardship. Snieg will send a copy of the draft TPW report to Marcoux, Polenske, and Misky for their input to ensure that the language will satisfy the interests of the City. When everything is in order, they will submit a file to the City for Common Council approval. They do not anticipate a problem meeting the City's January deadline.

Schlossberg indicated that all NOI's will require binding agreements. The LRA can make accommodations or formally deny requests. However, particularly if the NOI is affiliated with a Federal agency, a denial could result in a challenge to the LRA's application. Any agreements that accommodate a NOI should be sent along with the recommended Reuse Plan when submitted to the military and to HUD. HUD will not approve applications without legally binding agreements in place. In any case, all agreements and accommodations should be settled before the LRA submits its Reuse Plan. This will "close any gaps" and minimize the chances of the plan being questioned or rejected.

The City, County, and LRA attorneys will also need time to review documents. Ideally, the City would also like to see the agreements when they vote on the Reuse Plan. Work should begin on them as soon as possible. Schlossberg will review the NOI's and inform the LRA Board of their legal status.

There are several events that must take place and there is work that must be completed within the next two months. Misky will create a schedule with deadlines to help keep the process on track.

### **Next meeting**

The meeting is tentatively scheduled for **December 4, 2007** in the **GMIA Sijan Conference Room at 2:00 p.m.** pending the outcome of the airlines vote on November 30. The meeting will be posted to make it official and can be canceled if needed.

The previously scheduled 9:00 a.m. meeting on December 18 will remain in place.

### **Other**

Snieg thanked Jackie Blazek, Lou Mangold, and Dick Moriarty of the 440<sup>th</sup> for donating their time to conduct a tour of the property this morning.

Gintoff, of NAI MLG Commercial suggested use of a private property management firm in lieu of a County hire, asserting that this could be a more effective approach.

### **Adjournment**

After a motion was made by Marcoux and seconded by Dranzik, the meeting was adjourned at 3:05 p.m.