PROFESSIONAL SERVICES CONTRACT

This Contract between Milwaukee County, a Wisconsin municipal body corporate (hereinafter called "County"), represented by Ismael Bonilla, Director, General Mitchell International Airport, and Hanson Professional Services Inc. (hereinafter called "Contractor") related to the airport business plan and master plan narrative report update for Lawrence J. Timmerman Airport is entered into on November 10, 2016.

1. SCOPE OF SERVICES

Contractor shall specifically perform all of the tasks and achieve the objectives set forth in its proposal, dated October 3, 2016, which is attached hereto as Exhibit 1 and incorporated herein by reference, and the County Request for Proposal, dated September 15, 2016, which is attached hereto as Exhibit 2 and also incorporated herein by reference. If there is a variance between Contractor's proposal and the County's request for proposal, the latter shall be controlling, unless otherwise provided for in writing. Contractor shall specifically perform all of the tasks set forth in its Scope of Work, attached hereto as Exhibit 3.

This Contract consists of the following four (4) documents listed below in the order of precedence that will be followed in resolving any inconsistencies between the terms of this Contract and the terms of any Exhibits, Schedules, or Attachments thereto:

- a) This Professional Service Contract;
- b) Milwaukee County's Official Notice No. 7146 Request for Qualifications
- c) Hanson Proposal dated October 3, 2016
- d) Hanson Scope of Work dated November 1, 2016 vl

2. STAFFING

Contractor's employees are to be assigned to the project and work the approximate hours listed below:

	Name	<u>Position</u>	Est. Hours	Billing Rate
1	Charles Snowden	Project Principal	138	\$239.23
2.	Susan Zellers	Project Manager	309	\$176.89
3.	Bingham Parkinson	Business Planner	259	\$189.00
3. 4.	Natalie Williams	Marketing and Branding	108	\$189.00
5.	Allyson Nemec	Principal Designer	17	\$125.00
_	Mark Knapp	Principal Architect	17	\$118.26
6. 7.	Matthew Edwards	Project Architect	56	\$115.38

Contractor shall not replace the staff listed in Paragraph 2 without prior approval of the County. If the successor to a named employee cannot be mutually agreed upon, the County shall have the right to terminate this Contract upon thirty (30) days' notice. Any replacement of other listed personnel shall be by persons of equal qualifications, which shall be attested to by Contractor. The Contractor's staff listed in Paragraph 2 shall be required to give this contractual obligation top priority.

Contractor represents that its employees and subcontractors possess the necessary skill, expertise, and capability, including sufficient personnel with the necessary qualifications, to perform the services required by this Contract. Contractor shall provide, at its own expense, all personnel required in performing the services under this Contract. Such personnel shall not be the employees of, or have any other contractual

relationship with, the County. (If clerical support is to be provided by the County, indicate from what source and estimated number of person hours, if possible, as well as restriction of time of day, if any.)

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

The County hereby agrees to make available, without charge to Contractor, office space and (list other items such as 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 within 15 days after execution of this Contract, which work shall be completed on or before December 31, 2017. This Contract shall be for a term of one hundred and eighty (180) days, commencing on the date of execution and ending 180 days thereafter, provided, however, that the County shall have the sole right to renew this Contract for one (1) additional six (6) month term upon the same terms and conditions; provided that such option to renew shall be exercised in writing to the firm not less than thirty (30) days prior to the expiration of said Contract. Subject to earlier termination as hereinafter provided.

5. COMPENSATION

Contractor shall be compensated for work performed on an hourly basis at the billing rates listed in Paragraph 2 of this Contract and detailed in Exhibit 3. Any out-of-pocket expenses shall not exceed \$12,405.00. The total compensation to Contractor for services performed under the Contract shall not exceed \$249,999.99 unless agreed to by the County in writing. State Prompt Pay Law, Section 66.285, does not apply to this Contract.

BILLING

Contractor shall provide the 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.

E. Per Milwaukee County Ordinance 42.06(4), a DBE or ACDBE utilization report shall be submitted with all payment requests. Copies of the utilization reports and payment requests shall be forwarded to the CBDP office for review. Final payment requests shall be accompanied with a signed affidavit verifying that the DBE and/or ACDBE requirement has been met, either at the prime or subcontracted level.

7. TAXES

The 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 to County on a monthly basis. At the completion of the Contract, Contractor shall provide five (5) copies of the final report. This Contract provides for Contractor to make two (2) oral presentations concerning the final report at times selected by County.

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 Contractor.

10. AUDIT AND INSPECTION OF RECORDS

Contractor shall permit the authorized representatives of the 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 consultant must obtain prior written County approval for all sub-consultants and/or associates to be used in performing its contractual obligations. There must be a written contractual agreement between the prime consultant and its County approved sub-consultant and/or associates which binds the sub-consultant to the same audit contract terms and conditions as the prime consultant.

11. AFFIRMATIVE ACTION

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. 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. Contractor assures that it will require that its covered sub-organizations provide assurances to Contractor that they similarly will undertake affirmative action programs and that they will require assurances from their sub-organizations, as re-created by 14 CFR Part 152, Subpart E, to the same effect.

12. TARGETED BUSINESS ENTERPRISE

The Contractor shall comply with the County Ordinance 42, which have an overall goal of Seventeen percent (17%) participation of Targeted Business Enterprise (TBE) companies. Targeted Business Enterprise (TBE) firms are certified disadvantaged (DBE) listed on the Wisconsin Unified Certification Program Directory (WisUCP), or minority and/or women business enterprise certified by the State of Wisconsin Department of Administration. Proof of certification must be provided at the time of submittal. Noncompliance with the ordinance will be viewed as non-responsive and may lead to rejection of the proposal. In accordance with

this, Contractor shall ensure that TBE have the maximum opportunity to participate in this project. The specific goal for this project is seventeen percent (17%). Link to the UCP directory is http://wisconsindot.gov/Pages/doing-bus/civil-rights/dbe/certified-firms.aspx. Link to the State of Wisconsin directory of minority and women owned businesses is https://wisdp.wi.gov/Search.aspx

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, sex, sexual orientation, gender identity and expression, age, ancestry or nationality, political or religious affiliation, creed, or disability, 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 the County setting forth the provisions of this nondiscriminatory clause. A violation of this provision shall be sufficient cause for the County to terminate the contract without liability for the uncompleted portion or for any materials or services purchased or paid for by the Contractor for use in completing this Contract.

Contractor agrees to strive to implement the principles of equal employment opportunities through an effective Affirmative Action program, and has so indicated on the Equal Employment Opportunity Certificate attached hereto as 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 workforce, 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 the 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. INSURANCE

Contractor understands and agrees that financial responsibility for claims or damages to any person, or to Contractor's employees and agents, shall rest with Contractor. Contractor may effect and maintain any insurance coverage, including, but not limited to, Workers Compensation, Employer's Liability and General, Contractual, Professional and Automobile Liability, to support such financial obligations. The indemnification obligation, however, shall not be reduced in any way by existence or non-existence,

limitation, amount or type of damages, compensation or benefits payable under Workers' Compensation laws or other insurance provisions.

Evidence of Worker's Compensation and General and Automobile Liability insurance shall be given the County by a certificate naming the County as an additional insured on general and automobile coverages and affording a thirty (30) day written notice of cancellation, non-renewal, or known material change for the duration of this Contract.

15. <u>INDEMNITY/INSURANCE</u>

CONTRACTORS/CONSULTANTS INDEMNIFICATION AND PROFESSIONAL LIABILITY INSURANCE

INDEMNITY

Contractor/Consultant agrees to the fullest extent permitted by law to indemnify, defend and hold the County harmless, including its agents, officers and employees, from and against all loss or expense, including costs and attorney fees, by reason of claims made under worker's compensation law and/or liability for damages or loss including suits at law or in equity, caused by any wrongful, intentional, or negligent act or omission of Contractor/Consultant, or its agents which may arise out of or are connected with the activities or operations of Contractor/Consultant covered by this Agreement, including any claim or award of damages arising out of U.S. patent, trademark or copyright infringement, all without the County waiving any governmental immunity or other right available to the County under Wisconsin Law. Contractor/Consultant shall not be required to defend the County against claims based solely on a theory of professional liability.

Contractor/Consultant shall indemnify and save the 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/Consultant 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 Workers 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/Consultant shall provide evidence of the following coverages and minimum amounts.

Type of Coverage	Minimum Limits				
Wisconsin Workers' Compensation	Statutory; Waiver of Subrogation				
Employer's Liability	\$100,000/\$500,000/\$100,000				
Commercial or Comprehensive General Liability					
General Aggregate Bodily Injury & Property Damage	\$1,000,000 Per Occurrence \$1,000,000 Aggregate				

Personal Injury Contractual Liability Fire Legal Liability \$1,000,000 Per Person \$1,000,000 Per Occurrence \$50,000 Per Occurrence

Professional Liability

Errors & Omissions

Refer to paragraph A.2. for additional conditions

\$1,000,000 Per Occurrence

Automobile Liability

Bodily Injury & Property Damage

All Autos-Owned, non-owned and/or hired

Uninsured Motorists

\$1,000,000 Per Accident

Per Wisconsin requirements

Milwaukee County, as its interests may appear, on Comprehensive General Liability and Automobile Liability, shall be named as an additional insured for General, Automobile, Garage Keepers Legal and Environmental Impairment Liability, 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/Consultant 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/Consultant 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/Consultant 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/Consultant 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 Contractor/Consultant prior to Contractor/Consultant effecting any change in conditions as contained in this section. Waivers shall not be unduly withheld nor denied without consultation with the Consultant.

It is understood and agreed that Contractor/Consultant will obtain information on the professional liability coverages of all sub-consultants and/or sub-contractors in the same form as specified above for review of the County.

NOTE: Professional liability will be required for architectural and engineering design and supervision. If the principal consulting firm is not eligible for this coverage, the principal consulting firm shall disclose the sub-consultant who will perform the architectural and engineering design work and evidence the existence of professional liability coverages for such sub-consultants as respects this section.

For Medical-Dental, Clinical, HMO, etc., please contact the Director of Risk Management for insurance requirements.

16. 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 Contractor providing the service under the contract.

17. 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.

18. 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.

19. UNRESTRICTED RIGHT OF TERMINATION BY COUNTY

The 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.

20. FUNDING

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

21. COOPERATION UPON TERMINATION

Contractor must cooperate with the County in the event of termination so as to ensure that the County can maintain continuity of service delivery. Such cooperation will include the provision to the 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 the County can maintain continuity of service delivery addressed in this Contract. Contractor must provide said information prior to the effective date of the termination or contract end.

22. 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.

23. SUBCONTRACTS

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

24. 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 Contract, 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 the County assign this Contract in its entirety to any entity that acquires all of substantially all of the assets of Contractor.

25. PROHIBITED PRACTICES

- A. Contractor, during the period of this Contract, 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."

26. 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 the 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.

27. 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.

28. 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.

29. NOTICES

Notices to County provided for in this Contract shall be sufficient if sent by Certified or Registered mail, postage prepaid, addressed to:

Ms. Kim M. Berry A.A.E. General Mitchell International Airport 5300 S. Howell Ave. Milwaukee, WI 53207

Notices to Contractor shall be sufficient if sent by Certified or Registered mail, postage prepaid, to:

Ms. Susan Zellers, P.E. Hanson Professional Services Inc. 7820 Innovation Blvd., Suite 200 Indianapolis, IN 46278, or to such other respective addresses as the parties may designate to each other in writing from time to time.

30. 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.

31. AIRPORT SECURITY

Contractor covenants and agrees that it will at all times maintain the integrity of the Airport Security Plan and comply with all laws, statutes, rules, regulations and orders, including Federal Rules 49CFR1542, promulgated by any federal, state or local agency, authority, or officer, including the Federal Aviation Administration (FAA), the Federal Transportation Security Administration (TSA) and the U.S. Department of Justice.

Contractor, its employees, agents or contractors are expressly required at all times to comply with all laws, statutes, rules, regulations and orders, including Federal Rules 49CFR1542, promulgated by any federal, state or local agency, authority, or officer, including the FAA, the Federal Transportation Security Administration and the U.S. Department of Justice.

Should a penalty be imposed on the County for an incident involving Contractor's breach of security, Contractor agrees to reimburse County for any and all such penalties including, but not limited to, civil fines which may be imposed upon the County by any state, local or federal agency, or officer, including the TSA.

32. MISCELLANEOUS

This Contract shall be interpreted and enforced under the laws and jurisdiction of the State of Wisconsin. This Contract 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.

33. SEVERABILITY OF PROVISIONS

If any one or more of the covenants, agreements, provisions or terms of this Contract 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 Contract and shall in no way affect the validity or enforceability of the other provisions of this Contract.

34. WAIVERS

No term or provision of this Contract 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 Contract 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.

35. BINDING EFFECT

This resulting Contract 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. 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.

36. ADDITIONAL CONTRACTUAL TERMS

Contractor Personnel. Contractor shall provide, as described in the Scope of Services (SOS) 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 the County. Contractor may not replace or substitute any specific individuals identified in the SOS without the prior written consent of the 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 SOS, 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.

<u>Confidential Information</u>. 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.

<u>Compliance with Laws</u>. 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 County 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.

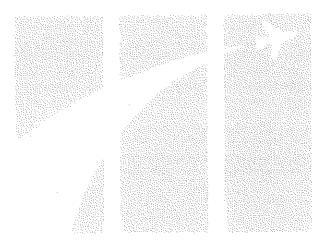
37. TECHNOLOGY POLICY

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.

38, AUTHORIZATION

Milwaukee County has executed this Contract pursuant to action taken by its Board of Supervisors on December 15, 2016, Resolution File No. 06-386.



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 HANSON PROFESSIONAL SERVICES INC.
DocuSigned by:	
11/2/2016	charles Snowden
Ismael Bonilla, Airport Director Date	PrintoNagna by:
,	Charles Snowden 11/1/2016
	Signature and Date
Abose Signature Witnessed by:	Senior Vice President
Christine Groteluschen	
F3208C5C22F648E	Title
	370844717
Reviewed by County's Risk Management:	Taxpayer ID No.
DocuSigned by:	
11/4/2016	
By Risk Management Director Date	Above Signature Witnessed by:
	Heidi Bosley
A 1 24 mars to to Millerenters	IF PRINCIPAL IS A CORPORATION
Approved with regards to Milwaukee County Ordinance Chapter 42:	IMPRINT CORPORATE SEAL
County Ordinance Chapter 42.	Initiativi Cold Old II BEIE
Rick Norris 11/3/2016	
AD4C84D4023E450	Approved as to funds available per Wisconsin
By Community Business Development Partners Date	Statutes Section 59.255(2)(e):
	DocuSigned by:
	11/4/2016
	Scott B. Manske Date
8	Comptroller
e	DocuSigned by:
Approved as to Execution:	11/9/2016
DocuSigned by:	2E580B33A2CC443
Timothy Karaskiewicy 11/2/2016	Chris Abele, County Executive Date
C017ABEC9DC040A	
By Assistant Corporation Counsel Date	
Approved as to Wis Stats 850 42	
Approved as to Wis. Stats. §59.42	
DocuSigned by:	
Timothy Karashiewicz 11/10/2016	
Corporation Counsel Date	

Exhibit 1

DocuSign Envelope ID: 0C50B2F0-681E-4CD9-9650-A86FDA7AC5B2

Official Notice No. 7146 Airport Business Plan and Master Plan Update Consulting Services Proposal Lawrence J. Timmerman Airport



October 3, 2016

Ms. Kim Berry, AAE C/O County Clerk County of Milwaukee Room 105, Courthouse 901 North Ninth Street Milwaukee, WI 53233

Dear Ms. Berry:

The sun is just peeking over the eastern horizon at Lawrence J. Timmerman Airport (LJTA). A Cessna Citation pilot is finishing his cup of coffee and filing his flight plan on his tablet in the comfort of the new lounge in the terminal building. His two passengers are wrapping up their breakfast meeting at El Greco, just down the road, prior to departing for their weekly business trip to Michigan with the intent of returning in time for the Bucks game this evening. LJTA is a bustle this morning, the pilot of a King Air landed 20 minutes ago and is now relaxing after her passengers hopped into an awaiting van outside the terminal and headed downtown to a meeting. Another Citation pilot is talking to the tower while on final approach. The airport staff is preparing to meet the aircraft on the ramp with a LJTA logo carpet so the onboard site development team can quickly be on their way to Grafton. These examples, could be the future at LJTA pointing to the potential overall economic development importance to Milwaukee County of improving the business dynamics at LJTA.

Generating aircraft traffic and increasing fuel sales is a priority for Milwaukee County and the services provided by Gran-Aire are a cornerstone in that effort. In addition, few things cause frustration for an Airport more than the documentation and coordination associated with the application, receipt and management of grants, revenue generation or the anxiety that comes with not knowing the status of a project because of a breakdown in communication. **Hanson Professional Services Inc. (Hanson)** is prepared to function as an extension of your airport staff to bring additional resources, perspectives and ideas to the implementation of future projects and policies through the development of a business plan for the LJTA and an associated master plan update.

Situated in a prime location, LJTA has the unique opportunity to be recognized as a valuable asset and be known as the general aviation gateway to the Milwaukee community. To assist the Milwaukee County staff in operating LJTA efficiently and maximizing its value for the community, Hanson's approach to the business and facility planning will focus on four key areas.

- » Maximize the Available Runway Length: for all weather accessibility and to attract a broader range of aircraft
- » Update the "Gateway": renovate and expand the terminal building while maintaining its historical significance to provide a modern facility with the amenities desired by today's business travelers
- » Increase Revenue and Reduce Operating Costs: develop asset management and business operations plans to increase operational efficiencies and expand the revenue generation opportunities, drive the business and measure the success
- » Rebrand and Market LJTA: interview users of LJTA and competing facilities to identify the strengths of LJTA and develop a strategy to rebrand and establish a marketing plan for LJTA

Maximize the Available Runway Length. To provide all weather capability for LJTA's corporate operations by Cessna King Airs Citation jets and similar aircraft, an additional 300-500 feet of runway length is desired. Hanson is experienced in maximizing runway length within constrained sites. Viable alternatives will be developed for additional length on the primary runway within the FAA's restrictive guidelines on allowable land uses within a Runway Protection Zone. The ability to land in all weather conditions will make LJTA a more reliable destination or home base. The runway extension alternatives will be coordinated with the FAA to obtain their support before incorporating it into an updated Airport Layout Plan (ALP). Once the future runway location and length is set, the available space to accommodate aviation and non-aviation development can be identified to enhance revenue generation.

Update the "Gateway." Although the terminal contains basic functions, it does not currently offer the higher level of service afforded at other locations to provide a great first impression of the airport and community. While respecting the historical significance of this Curtis Wright building, the planning process will include an analysis by Hanson team member Quorum Architects to reallocate space within and/or expand the facility to provide a better welcome to arriving aircraft, including enhancements to restroom facilities, waiting areas and meeting space. In addition, the connection between this building and other landside facilities will be evaluated to improve the overall flow of people from aircraft to automobile while maintaining a secure environment.

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Official Notice No. 7146 Airport Business Plan and Master Plan Update Consulting Services Proposal Lawrence J. Timmerman Airport



Ms. Kim Berry County of Milwaukee Page Two

Increase revenues and reduce operating costs. The Hanson team will examine all facets of the airport operations to prepare a business plan identifying various operating scenarios to improve efficiency and customer service while increasing revenue generation opportunities at LJTA, key elements of the business plan will include:

» Asset Management Plan: identify existing physical assets that are in demand and should be maintained or upgraded and the assets that should or could be replaced to reduce operating costs and open opportunities for new development

» Non-aviation Development Plan: after meeting the forecast future aviation needs of LJTA users, areas will be identified that could be developed to provide revenue generation to support the aviation operations

» Business Operations Plan: identify staffing strategies, evaluate and update business tools including leases and key performance indicators, develop a local business outreach plan and establish capital maintenance and improvement plan to guide expenditures. In addition, the business plan analysis will include an evaluation of risks and opportunities of operating the fixed base operator by the County.

» Financial Pro forma: 20 year pro forma based on the preferred capital and operations implementation plan will be prepared to provide the financial foundation to support the operations and improvements at LJTA.

Rebrand and Market LJTA. LJTA's closest general aviation competitor, Waukesha County Airport is the busiest general aviation airport in Wisconsin. The rebranding and marketing plan will be designed to focus on assets and competitive advantages at LJTA for its existing and potential users with the goal or retaining and growing the operations. The rebranding would include an architectural and signage color scheme that would ultimately be carried throughout the entire facility.

To ensure that the results of this business plan and master plan update are implementable, the Hanson team members bring not only airport facility and business planning experience, but also airport operational experience. Susan Zellers, P.E., AAE, the Project Manager spent five years with the Indianapolis Airport Authority planning and developing its system of airports including five general aviation airports, two of which are completed surrounded by development like LJTA. Project Principal Chip Snowden, AAE, CFM, partnering with Bing Parkinson, AAE of Compass Solutions, will lead the business planning tasks. Chip and Bing bring a combined 40 years in the airport management focusing on the business aspects of operating airports. Natalie Williams of Compass will bring her marketing expertise to the marketing and rebranding plans. Quorum Architects, already familiar with LJTA and airport facilities, is our local team member to develop options balancing the desired improvement to the terminal building with its historical value. If needed to support the master plan and airport layout plan update, Quantum Spatial of Sheboygan, Wisconsin will provide the aerial photography and mapping support.

Drawing from our operational experience, our team understands the challenges the Milwaukee County staff will face in securing funding for and implementing changes at LJTA. As we prepare the business and facility plans, we will address the challenges head-on to provide the momentum to move from planning to implementation. The Hanson team is excited about partnering with the Milwaukee County staff to bring a bright future to LJTA as it approaches its next century.

The Hanson team is prepared to begin immediately and look forward to discussing our proposal with the Milwaukee County staff. If you have any questions, please do not hesitate to call Susan Zellers, P.E., AAE at (317) 803-8954, email szellers@hanson-inc.com, or Chip Snowden, AAE, CFM at (904) 737-0090, email csnowden@hanson-inc.com.

Sincerely,

Hanson Professional Services Inc.

Susan J.H. Zellers, P.E., AAE

Project Manager

Charles Snowden, AAE, CFM Aviation Market Lead

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To provide Milwaukee County with the specialized expertise to assist the airport staff in increasing the value of Lawrence J. Timmerman Airport (LJTA) to the County staff, Hanson Professional Services Inc. (Hanson) will lead a team experienced in airport business and facility planning that also bring a wealth of airport operational experience. This section provides an overview of each team member, highlights experience of key staff most relevant to LJTA and an organizational chart of team member roles. Resumes and team experience provide additional details on our team's ability to assist the Milwaukee County staff increasing efficiencies of the operation of LJTA and generating additional activity and revenues.

Hanson is a national employee-owned consulting firm that has provided planning, engineering and construction management services for more than 50 years to airports large and small. Hanson offers the services for LJTA with the support of approximately 60 aviation professional, technical and administrative staff with expertise in all elements of aviation planning, design, construction, operations and community involvement. The aviation staff are further supported by an additional 370 staff including engineers, surveyors, land acquisition specialists, water resource specialist, scientists and technicians.



Hanson's services for LJTA will be led by Project Manager Susan Zellers, P.E., AAE with the business planning aspects lead by Project Principal Chip Snowden AAE, CFM.

From Susan's very first project for the Perry County Airport in Indiana 24 years ago, to provide an additional 800 feet of runway to accommodate a corporate operator building a plant in the community, Susan has been using her engineering background in her planning tasks to fit additional runway length within constrained environments. Two recent runway length successes are the 500-foot extension at Indianapolis Regional Airport that provided unconstrained operations for their corporate operators by moving the localizer and fencing to squeeze the extension in near a heavily traveled road. Susan planned this project as a consultant and then implemented it during her five years with the Indianapolis Airport Authority (IAA). She also led the effort, to implement declared distances at Indianapolis Metropolitan Airport to utilize existing pavement to extend the available runway length to better support operations by the based Cessna Sovereign, without changing any approach or departure surfaces containing roads. This work included filing a modification to design standards for the existing roads within the Runway Protection Zones. At IAA Susan was responsible for developing and implementing the capital improvement program for five reliever airports in addition to Indianapolis International Airport including coordination with the funding agencies. Susan has also conducted business planning for airports including a recently completed a rates and charges analysis for the St. Louis Downtown Airport.

Chip led the business plan development for Georgetown Municipal Airport, located in Texas, with very similar goals to the scope of work for LJTA. He provided the airport staff with best practice recommendations for administration, operations, capital development, long term asset management, security, staffing and exclusive rights for the fueling operation. The plan also included a pro-forma revenue projection for their best case revenue and expense scenario. He has also completed numerous airport business plans and airport privatization due diligence projects. Chip brings 10 years of airport business consulting experience and 22 years of direct airport management experience

To meet the specific needs of Milwaukee County for the Lawrence J. Timmerman Airport (LJTA) Business Plan and Master Plan Update, Hanson has teamed with Compass Solutions LLC. Quorum Architects, Inc. and Quantum Spatial, Inc.

Teaming Partner Benefits:

Compass Solutions, LLC (Compass Solutions) is a systems and business solutions company with particular expertise in airport business development and planning. Compass Solutions has strong competencies in developing enterprise strategic plans; aligning business strategy to department-level operations; providing assessment and evaluations services; introducing best practices to their clients' processes and provides market plan development. Compass Solutions is certified as a Small and Disadvantaged Business Enterprise (DBE) by the state of Wisconsin. They have been won the Inner City 100 award from Fortune Magazine, 5 years in a row.



Hanson's Chip Snowden, AAE, CFM and Bing Parkinson, AAE, Director of Compass' Aviation Group, worked together for 10 years, providing business planning and implementation for the Jacksonville Aviation Authority (JAA). In addition, after leaving JAA, Chip and Bing worked together on the business planning for the Georgetown Municipal Airport, a reliever in Austin, Texas and for Tancredo Neves International Airport in Bel Horizonte, Brazil. Bing has also completed three projects at Portland International Airport, Brisbane International Airport, and Narita International Airport to develop a comprehensive customer service plan aimed at improving the customer experience which translates into higher spending at the airport. Natalie Williams, Compass, will work with the team to turn the findings of the user outreach into marketing and rebranding plans.

Quorum Architects, Inc.'s (Quorum) holistic approach to design sets them apart from many other firms. Quorum's staff has experience in all forms of design, from space programming to master planning, to urban renovation/historic preservation, to interior design, finishes, and new building design and construction. Quorum believes that each project needs to work within its existing context in a way that is both complementary and yet innovative.



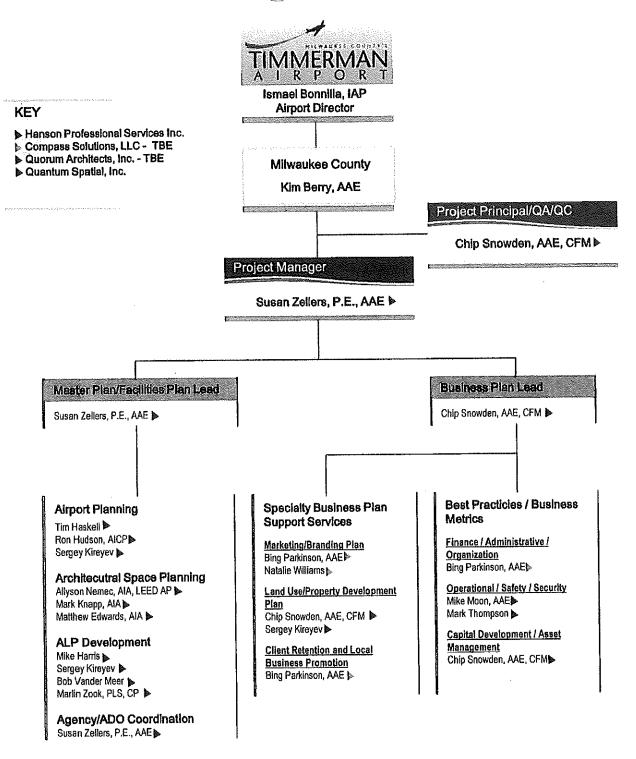
Quorum has a great respect for both historic structures and the urban context that has allowed their development, yet they see each project as a chance to introduce new technologies as well as creative design and their work reflects this philosophy including their Milwaukee office. Quorum is a diverse group of design professionals with six registered architects, urban planners, landscape architects and designers, and several interior designers. Quorum's strengths include the ability to listen carefully to the client's specific needs and adapt those needs to fit within the unique restraints of each building and site that we encounter. Sustainable building practices have been a part of Quorum Architects core values since their inception. Quorum believes in a holistic approach to design, with all of the design fields (architecture, landscape architecture, interiors) working together in order to create a harmonious and unified finished product. Quorum's work for LJTA will be led by Allyson Nemec, AIA, LEED AP with support from Mark Knapp, AIA and Matthew Edwards, AIA.

Quorum is certified as a Small Business Enterprise and Woman Business Enterprise by the City of Milwaukee Office of Small Business Development (OSBD), a Woman-Owned Business Enterprise by the Wisconsin Department of Commerce, a Disadvantaged Business Enterprise by Wisconsin Unified Certification Program and a Section 3 Business.

Quantum Spatial (Quantum) was founded in 1969, and is one of the nation's largest and most experienced full-service geospatial firms. Service for LJTA will be provided from Sheboygan Falls, WI. They provide comprehensive aerial mapping and GIS services including state-of-the-art photogrammetric, LiDAR, satellite, airborne imaging, and mapping. When specialized aerial photograph and mapping services are needed in support of airport planning projects, Hanson regularly teams with Quantum. Quantum's service include high-accuracy base-map generation, image and elevation data acquisition, airspace analysis for vertically and non-vertically guided runway and mapping and attribution for airport layout plans meeting FAA requirements.



Team Organization and Experience



Chip Snowden, AAE, CFM, Project Principal/ Business Plan Lead

Chip has more than 34 years of experience in the aviation industry, serving on the airport management and consulting sides of the business. Chip's consulting experience also includes working with domestic and international airport owners in developing, airport business plans, management best practices, security programs and "airport cities" property development programs.

Chip has held several high-level airport positions including chief operating officer/director of operations, managing day-to-day operations and planning and development for the Jacksonville Aviation Authority and manager of airport planning and development for the Palm Beach County Department of Airports in West Palm Beach, FL. Additionally, Chip has 25 years' experience managing general aviation airports, including three general aviation airports in the Jacksonville airport system, and three in the Palm Beach County airport system. A partial listing of his relevant experience includes:

South Suburban Airport, Will County, IL. Project director for the feasibility/business plan/ privatization plan for the proposed third air carrier airport in the Chicago metro area. The plan included; forecasting air service, air cargo and general aviation operations; forecasting operating expenses; developing a takedown schedule for property development with resulting revenues; and, developed a most likely/best case privatization scenario that would allow revenues to cover expenses for the private airport development/operating community interested in taking over the airport.

Georgetown Municipal Airport, Business Plan, Georgetown, TX. Served as project director for the Georgetown Municipal Airport business plan, a reliever airport for Austin, Texas. The plan included developing best practice recommendations for this corporate reliever airport regarding; security, administration, operations, capital development, long term asset management, staffing, and exclusive rights for the fueling operation. The plan also included pro-forma revenue projections for their best case revenue and expense scenario.

Tancredo Neves International Airport, Belo Horizonte, Brazil. Airport management adviser for Tancredo Neves International Airport in support of the privatization/corporatization of a federal airport. Specific work included developing an airport city property development plan, developing business and strategic plans, security planning, air service development planning and developing a corporatization plan that included an organization and administrative airport governance for the airport to be managed as a semi-private corporate entity. Developed best practice recommendations for operations, administration, security and property development.

Midway Airport, Chicago, IL. Operations expense projection due diligence adviser to the Morgan Stanley/Airports de Paris joint venture, supporting a bid for the privatization of Midway Airport. The project included a plan for re-structuring and right-sizing the organization, developing projections for operating expenditures, and developing an administrative governance scheme for the proposed private airport entity.

Washington State Department of Transportation, Aviation Funding Study, Statewide, WA. Project director for a research and analysis program aimed at finding innovative opportunities for closing the state's aviation funding gap.

Houston Airport System, Asset Management Plan, Houston, TX. Responsible for developing a roadmap and strategic airport maintenance asset management plan.



Education
B.S./1981/Aeronautical Science/
Aviation Management/Embry-Riddle
Aeronautical University
MBA/1985/Embry-Riddle Aeronautical
University
2004/Harvard Senior Management
Development Program

Professional Registrations
Certified Facility Manager (CFM)/
Accredited American Assoc of Airport
Execs (AAE)
Commercial Pilot, Single and MultiEngine Aircraft

Professional Affiliations

American Association of Airport Executives (AAAE)
Florida Chamber of Commerce
International Facility Management
Association
Leadership Jacksonville
Florida Safe Airports Council
Florida Airports Council-Board of
Directors
Airports Council International (ACI)

Served as Adjunct Instructor Embry-Riddle Aeronautical University, subjects: Airport Planning and Design, Airport Management

Susan Zellers, P.E., AAE, Project Manager

Susan has over 24 years' experience in airport planning, design and management. With her engineering background, Susan focuses on developing plans that can be implemented. She brings to her work, five years of experience directing the planning, engineering and construction for Indianapolis International Airport (IND) and its five reliever airports including major projects such master planning at IND and relievers, runway and taxiway rehabilitation at IND and relievers, runway extension with FAA navigation aid relocation at a reliever, roadway rehabilitation at IND, and old terminal demolition at IND. She was also responsible for the capital improvement planning for all six airports, coordinating closely with the FAA and state agency to maximize the grant funding. Over her career Susan has provide service to more than 35 airports ranging from general aviation airports to medium hub. A partial listing of her relevant project experience includes:

Indianapolis Regional Airport, Master Plan and Environmental Documentation, Indianapolis, IN. Prepared a master plan and environmental documentation to identify long-term aviation needs and future airport limits in the face of increasing development around this airport. Authored the master plan update including documenting the history of the airport, aviation forecasts, facility requirements, and development cost estimates. Coordinated with Hancock County to adopt master plan recommendations into county zoning. Produced categorical exclusion for short-term development including a 500-foot extension of the primary runway and future hangar development. Assessed noise impacts for environmental document using the FAA's Integrated Noise Model.

Indianapolis Regional Airport Runway 7/25 Extension and Localizer Relocation, Indianapolis, IN. Accomplished a \$3 million development program of localizer relocation and 500-foot runway and taxiway extension. Guided eight years of planning, environmental documentation, justification of need, grant funding strategizing, FAA reimbursable agreement negotiation, design, and construction to achieve a 6,005 foot Runway 7/25 at Indianapolis Regional Airport.

Indianapolis Metropolitan Airport, Layout Plan Update, Indianapolis, IN. Guided an airport layout plan to maximize existing runway length using declared distances at the constrained facility within the new FAA design standards (AC 150/5100-13A). Assessed and documented areas required for future aviation use to leverage unneeded areas for economic development to support the airport.

Eagle Creek Airpark, Master Plan Update, Indianapolis, IN. Leveraged historical knowledge of the airport for a master plan update to identify airfield improvements needed to meet current FAA design standards within existing constraints and community commitments. Incorporated stakeholder input throughout the planning process.

IND, Layout Plan Update, Indianapolis, IN. Directed a \$1 million phased airport layout plan update to establish the vision for the next 5 to 7 years at IND to maximize the aviation assets for central Indiana. To accomplish planning within a reduced budget, identified key focus areas including high-speed exit and cross-field taxiways, tug road connectivity between the east and south side of the airfield, critical roadway connections, and the timing projection of a third parallel runway. Incorporated recent IND land-use planning efforts into a comprehensive overall plan.

Hendricks County Airport/Gordon Graham Field, Master Plan, Danville, IN. Provided staff supervision of a \$180,000 Gordon Graham Field Master Plan to establish a long-term vision to accommodate increasing turbine aircraft activity at the airport. Coordinated and participated in an outreach program to local communities and the general public.



Education
B.S./1990/Clvil Engineering/Purdue
University

M.S./1991/Civil Engineering/Purdue University

Professional Registrations
Accredited American Assoc of Airport
Execs (AAE)
Professional Engineer/IN
Professional Engineer/IL
Professional Engineer/KY
Private Pilot, Single Engine Land

Professional Affiliations
Aviation Indiana (Board Member)
American Association of Airport
Executives
American Society of Civil Engineers

"I have worked with Susan Zellers on various airport planning projects both within and without the private and public sectors of airport planning. I have always been impressed with Susan's organization skills and attention to detail as she undertook and moved a project to completion."

Robert Duncan, Attorney Norris Choplin Schroeder LLP Retired Executive Director Indianapolis Airport Authority

Tim Haskell, Senior Airport Planner

Tim has experience conducting airport feasibility and environmental studies, preparing airport layout and master plans and acquiring grants and funding for both primary and general aviation airports. Additionally, he has experience in airport site selection and is well-versed in Federal Aviation Administration (FAA) National Plan of Integrated Airport Systems (NPIAS) projects. Tim served on the planning staff for the City of Chicago and Metropolitan Nashville Airport Authority. He participated in the planning and phasing of airfield and terminal area development and reconstruction of Midway, O'Hare and Nashville Airports. A partial listing of his project experience includes:

Bowman Field Airport, Area Safety Program, Louisville, KY. Senior planner providing planning services to support the Bowman Field Airport Area Safety Program (BAASP). The BAASP will include necessary planning, survey, environmental and mitigation efforts to clear the TERPS surfaces at Bowman Field. Tasks within the mitigation program will include significant public involvement, acquisition of easements, and removal and replacement of trees in the neighborhoods surrounding Bowman Field.

Capital City Airport, Master Plan and Environmental Assessment, Frankfort, KY. Lead planner for this joint-use general aviation/military airport. Projects include master plan, airport layout plan (ALP) update, establishment and management of the CIP, environmental assessment, negotiation of aviation easements and comprehensive land use plan. Programming and environmental assessment require coordination with Kentucky Air Guard, Kentucky Fish and Wildlife & Game Park and the City of Frankfort.

Joliet Regional Airport, Airport Layout Plan, Joliet, IL. Aviation planner responsible for the development of an airport layout plan to document future airfield and land-side development. Process included the evaluation of appropriate runway length and width alternatives to meet Federal Aviation Administration (FAA) runway safety area design standards and the implementation of declared distances to maximize the existing pavement. Land-side alternatives included the identification of land available for aviation support facilities and property appropriate for lease as non-aviation use. Alternatives included the evaluation of off-airport land and recommendations for land acquisition to support future facilities and mitigation of airspace obstructions.

St. Louis Downtown Airport, Master Plan Phase I, Cahokia, IL. Airport planner. Phase I of this master plan includes a land use study and forecast to specifically address the redevelopment of this space-constrained facility and to evaluate and identify future land acquisition options. Phase II will include facility requirements, capital investment plan and airport layout plan (ALP).

General Consulting, Tullahoma Regional Airport, Tullahoma, TN. Project manager. Responsible for developing the CIP to include the ALP, Runway Safety Area/Runway Protection Zone determination, runway length justification report and 405 surveys.

Mount Vernon Municipal Airport, Airport Layout Plan, Mount Vernon, IL. Project manager involved with the programming for development of an update to the airport layout plan (ALP) and capital improvement program (CIP) for the airport. Project was initiated to specifically address RSA and object free area criteria for Runway 5/23; implement declared distances as an interim step to resolve RSA for Runway 5; evaluate obstructions and appropriate displacement of Runway 5 approach threshold; evaluate runway length alternatives; conduct wetland delineation and airfield drainage; and determine terminal area development alternatives.



Education
B.S./1977/Aviation Administration/
Middle Tennessee State University

MEd./1979/Education/Middle Tennessee State University

Professional Affiliations
Airports Council International - North
American Association of Airport
Executives
Adjunct Faculty: Middle Tennessee
State University and Southern Illinois
University

"Mr. Haskell went above and beyond what was required with our recent ALP update. Our Airport Authority is extremely pleased with his service and coordination of the project with the Tennessee Aeronautics Division."

> Jon Glass Tullahoma Municipal Airport Authority

Ron Hudson, AICP, Senior Airport Planner

Ron has experience directing and managing civil and military airport and aviation projects from the planning stages through construction completion. Additionally, he has experience developing proposal and promotional materials for federal, state and local airport and aviation projects. A partial listing of his project experience includes:

Waukegan National Airport, Airport Development, Waukegan, IL. Project manager for planning, design and construction projects at this large, metropolitan Chicago reliever-category airport. Improvements have included new taxiway pavements, existing taxiway, taxilane and service road pavement rehabilitation projects, new hangar buildings and an airport snow removal equipment (SRE) building. Current, ongoing planning/environmental work includes management of a multi-phased environmental assessment project of planned runway lengthening and related safety improvements. The multi-year project includes coordination and participation with local, state and federal stakeholders, including the cities of Waukegan, Zion, Beach Park, Lake County Department of Transportation (DOT) and Forest Preserve, and state and federal environmental regulatory agencies, among others. Related assignments have included coordination with Lake County DOT and the identification of methods to mitigate impacts on airport safety and operations, for a programmed CMAQ intersection improvement project at Green Bay and Wadsworth Roads.

Lewis University Airport, Airport Development, Romeoville, IL. Project manager for projects including update of environmental assessment, extension of Runway 9/27, construction of hangar area pavements, expansion of Apron 200, extension of airport entrance road, installation of AWOS-III, installation of localizer/DME Runway 9, construction of terminal auto parking lot, construction of four aircraft storage hangars, construction of executive terminal hangar and aircraft maintenance hangar, expansion of transient aircraft apron, construction of 6,500-foot Runway 2/20 and parallel taxiway (includes electrical vault, PAPI and REIL lighting), installation of localizer/DME Runway 2 and numerous land acquisition projects involving wetland mitigation.

Bolingbrook's Clow International Airport, Airport Layout Plan and Environmental Assessment, Bolingbrook, IL. Project manager for the preparation of an airport layout plan and environmental assessment (EA) for a five-year capital program. After completing the Airport Layout Plan in 2007, work shifted to the preparation of NEPA documents to support the five-year re-development plan. An EA and Section 4(f) Evaluation was prepared, processed, and approved in accordance with FAA Order 1050.1E, Environmental Impacts: Policies and Procedures", and FAA Order 5050.4B, "National Environmental Policy Act Implementing Instructions for Airport Projects". Nineteen impact categories were assessed, including aircraft noise, social impacts, air quality, water quality, wetlands, floodplains, and cumulative impacts. The assessment was presented at a Public Hearing, after which all agency and public comments were reviewed and assessed. A Finding of No Significant Impact was issued by the FAA in November 2011, and the replacement runway was subsequently constructed.

Lake In the Hills Airport, Airport Development, Chicago, IL. Project manager for the multiphased feasibility analysis and master plan updates, including a comprehensive airport layout plan and an environmental assessment for the implementation of safety improvements at this Metropolitan Chicago reliever general aviation airport. Conformance with Federal Aviation Administration runway safety criteria was paramount in developing an improvement plan for this formerly privately owned facility to support increasing corporate jet activity. Definition of an acceptable plan required coordinating and consulting with a neighboring community and the county highway department. Both the community and the county highway department own land that will be affected by runway safety area improvements.



Education B.S./1976/Airport Management/Auburn University

Professional Registrations American Institute of Certified Planners

Professional Affiliations
American Planning Association
American institute of Certified
Planners
American Associations of Airport
Executives
Illinois Public Airports Association

Mike Harris, Aviation Planner

Mike's 16 years of experience includes planning and designing various airport projects performing construction observation and materials testing for airport, highway and building construction projects. He has completed numerous airport planning projects and is knowledgeable regarding airport airspace requirements and obstruction analysis procedures. These projects have included preparing airport layout plans (ALPs) and other exhibits using CADD and GIS software applications. A partial listing of his project experience includes:

Capital City Airport, Airport Layout Plan, Frankfort, KY. Planning technician responsible for the production of the Airport Layout Plan including developing alternative facility requirements, terminal layouts and cost estimates in support of the Master Plan effort.

Leesburg International Airport, Airport Layout Plan Update, Leesburg, FL. Airport planner responsible for production of an interim airport layout plan (ALP) and narrative report. Work on this project included developing ALP drawings and exhibits, tracking inventory and reporting existing conditions, forecasting future aviation activity and coordinating facility needs, developing airfield and landside improvement alternatives, and providing cost estimates. This project also included coordinating with the FAA and submitting Form 7480-1 to designate a seaplane landing area at the airport.

Litchfield Municipal Airport, Airport Master Plan/Airport Layout Plan Update, Litchfield, IL. Aviation planner for airport master plan project consisting of an airport layout plan (ALP) update and narrative report. The project includes identifying a preferred alternative for providing additional runway length and other facility needs for the planning period, developing aviation activity forecasts, alternatives analysis, reviewing environmental conditions, development plan, cost estimates, RPZ analysis and report, aerial survey data collection to FAA Airports GIS standards, and ALP drawing and narrative report preparation.

Morris Municipal Airport, Airport Layout Plan, Morris, IL. Planning technician responsible for producing the airport layout plan, including developing alternative runway and taxiway improvements in support of the master plan efforts.

St. Louis Downtown Airport, Master Plan Phase I, Cahokia, IL. Airport planner for Phase I of the airport master plan, which consisted of developing a comprehensive Land Use Plan and Terminal Area Development Plan. Tasks included developing the existing land use maps, tenant coordination on facility needs, inventory and report of existing conditions, development of terminal layouts and landside improvement alternatives, and a recommended land use plan.

Monmouth Municipal Airport, Airport Master Plan, Monmouth, IL. Aviation planner for airport master plan project consisting of an airport layout plan (ALP) update and comprehensive narrative report. The project includes evaluating runway alignment alternatives within a constrained site, forecast development, identifying facility needs, cost estimates, RPZ analysis and report, and preparing the ALP and narrative report.

Rochelle Municipal Airport, Airport Master Plan, Monmouth, IL. Aviation planner for airport master plan project to complete an update to the airport layout plan (ALP) to represent existing airfield conditions, document airfield improvements that have been completed since the previous ALP, and depict future airfield development. This project includes evaluating alignment alternatives and RPZ land uses for a future crosswind runway, developing aviation activity forecasts, identifying facility needs, reviewing environmental conditions, aerial survey data collection to FAA Airports GIS standards, and preparing the ALP and narrative report.



Education B.S./1999/Public Affairs/Indiana University

Professional Registrations
Florida Airports Council
INDOT Certified Asphalt Technician/IN
INDOT Certified PE/PS/IN
INDOT Certified SiteManager/IN
American Concrete Institute, Certified
Field Technician/IN
Troxler Certified Nuclear Gauge
Operator/
INDOT Certified Bridge Construction
and Deck Repair/IN
INDOT Certified Construction
Earthworks/IN
INDOT Certified Construction
Procedures I & II/IN

INDOT Certified Concrete Paving/IN

INDOT Certified Hot Mix Asphalt/IN

Sergey Kireyev, Aviation Planner

Sergey joined Hanson after nearly 10 years in public service in land use planning and aviation with the Florida Department of Economic Opportunity and the Florida Department of Transportation (FDOT). In his role as the FDOT Airspace and Land Use Manager, he had an opportunity to capitalize upon his interest in urban planning policy and conflict resolution, as well as his passion for aviation, while managing the statewide airport protection zoning and airspace obstruction permitting programs. His knowledge of the Federal Aviation Administration rules, orders, and advisory circulars, as well as established relations with the federal, state, and local stakeholders, allowed him to assist public-use aviation facilities in their planning efforts, protect the public investment in the aviation infrastructure, and to contribute to public policy formation and evolution in airport protection zoning. From this experience, he gained statewide and national recognition in the field of airport land use compatibility and airport protection zoning. Sergey has experience in airspace obstruction evaluation, land use compatibility planning, airport inspection, and airport emergency preparedness and response.

Sergey also served as the State Emergency Response Team (SERT) Air Operations Branch Air Support Facilities/Services Coordinator. His knowledge of and contacts within the Florida system of aviation facilities was utilized during natural disaster response and training activities, such as Operation Haiti Relief and HurrEx Gispert. A partial listing of his relevant projects include:

Arcadia Municipal Airport, Airport Master Plan Update, Arcadia, FL. Senior Planner assisting the City with a comprehensive update to the airport's previous master plan. The study includes the completion of an updated Airport Layout Plan set and is addressing all necessary requirements including the need for landside improvements such as aircraft storage facilities, new fuel farm, apron and T-hangar access pavement improvements, tenant parking, new parallel taxiway, land acquisition, runway extension and improved service offerings to tenants and users.

FDOT Department of Economic Opportunity, Public Document Reviews, Tallahassee, FL. As a Senior Planner for the Department of Economic Opportunity (formerly Department of Community Affairs Bureau) of Comprehensive Planning, conducted reviews of and provided objections, recommendations and comments on proposed and adopted local government large-scale comprehensive plan amendments and Development of Regional Impact (DRI) documents with regards to compliance of the aforementioned documents with requirements of Ch. 163 and 380, Florida Statutes. During the tenure, between 2004 and 2007, the reviews included in excess of 100 public documents, including comprehensive plan amendments and DRI documents for Baker, Nassau, Clay, Putnam, Polk, Collier, Hendry, and Osceola Counties, and the municipalities within those counties.

FDOT Aviation and Spaceports Office, Airport Master Plans, Airport Layout Plans, Environmental Assessment, Etc., Tallahassee, FL. As Airspace and Land Use Manager conducted reviews of and provided technical analysis and comments on proposed and adopted airport master plans, airport layout plans, environmental assessments, and other planning documents with respect to airport design, airport protection zoning, airport land use compatibility, and potential impacts of proposals on state airport licensing standards. During the tenure, between 2007 and 2014, the reviews included in excess of 20 documents and studies, including master plan and airport layout plan updates for facilities such as Venice Municipal Airport, Leesburg International Airport, Ocala International Airport, Belle Glade State Municipal Airport, Inverness Airport, and Flagler County Airport.



Education
B.S./2000/Political Science/Mars Hill
College at Mars Hill, N.C.
M.S./2004/Political Science/University
of Central Florida at Orlando

Professional Affiliations Airplane Owners and Pilots Association Florida Airports Council

Hanson Professional Services Inc. \ 12

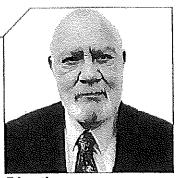
Mike Moon, AAE. Operational/Safety/Security

With over 40 years experience, Mike has extensive experience in aviation management. He has managed airports in Texas, Illinois, Mississippi and Florida. Mike has oversight experience in a wide variety of capital projects including major runway and taxiway rehabilitation, runway and taxiway lighting and signage, security projects, terminal and air traffic control tower construction, application of pavement dressing conditioner, emergency material arresting system design and land acquisition. He also has experience in lease management, enforcement of rules and regulations, security plans and minimum standards. A partial listing of his project experience includes:

Bult Field Airport, Monee, IL. Senior aviation consultant. In July of 2014 the State of Illinois Division of Aeronautics purchased Bult Field Airport (C56) as part of a larger project to construct a third commercial service airport in the south Chicago suburbs. Mike initiated and completed numerous tasks to ensure the transition, from a privately owned-public use general aviation airport to government ownership and management, was seamless with no disruptions in services provided to the tenants and the flying public utilizing the airport. Other tasks included the development of an Airport Operations Plan encompassing the major areas of responsibility for airport management including the Airport Safety Plan, Fueling Safety Plan, Staffing plan, and Security and Emergency Response plans. Developed Capital requirements for acquisition of equipment needed to operate and maintain the airport and for airfield development required to continue the safe and efficient operation of the airport. Established various airport policies to direct the management and operation of the airport. The policies included fuel pricing, records keeping, inspection requirements and Customer Service.

Martin County Airport/Witham Field, Stuart, FL. Airport Director of this General Aviation Airport serving recreational and corporate aviation, flight training and emergency response. During his tenure, he managed the day to day operations of the airport. Planning projects completed during his tenure included two Airport Master Plan updates, an FAR Part 150 Study and a Business Development Plan. Implementation of the airport's noise abatement plan developed from the Part 150 Study was also under his purview. Those projects included home/land acquisition and sound insulation, update of the airport's Noise Exposure Maps, installation of a Noise Operations and Monitoring System and development of Standard Instrument Departures and Noise Abatement Departure Profiles (NADP). He also supervised a vast number of development projects including the design of an engineered materials arresting system (EMAS), two major runway rehabilitations, taxiway rehabilitations, new taxiway construction, runway and taxiway lighting projects including upgrades to LED lighting, extension of the primary runway, security fencing projects and pavement dressing conditioner for all runways and taxiways. Vertical construction projects included an Airport Traffic Control Tower (ATCT), design and construction of the airport's administrative building and maintenance / conference center, and an airfield electrical vault.

St. Louis Regional Airport, Airport Development, East Alton, IL. Former Executive Director where he was responsible for all management and aviation activities at this FAR Part 139 (commercial service) Airport. Mike supervised numerous planning and development projects including a major runway rehabilitation project, construction of 40 T-Hangars, an Airport Master Plan and an FAR Part 150 Noise and Land Use Compatibility Study.



Education

B.S./1981/Aviation Administration/
Indiana State University

Professional Affiliations
American Association of Airport
Executives
Southwest Chapter AAAE
Florida Airports Council

Mark Thompson, Operational/Safety/Security

Mark serves as a senior project manager and senior environmental scientist. His current assignment is to manage the completion of land acquisition (\$185 million) for the inaugural phase of the South Suburban Airport. His professional background includes conducting aviation planning studies and environmental assessments at existing and proposed airports around the world. He has also conducted environmental studies for various Department of Transportation, real estate, mining and pipeline clients. A partial listing of his project experience includes:

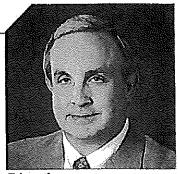
Bult Field Airport, Monee, IL. Airport manager and Transition Team Leader. In July 2014, Illinois' Division of Aeronautics purchased Bult Field Airport as part of a larger project to construct a third commercial service airport in the south Chicago suburbs. Responsible for managing the day to day operations including line service, fuel delivery and inspections, airport maintenance and hangar and terminal leasing. Also responsible for overseeing implementation of the snow and ice control plan, the self-inspection program and customer service delivery. During the transition period Mark led the transition team in developing the operational documents required to ensure the safe, efficient and fiscally sound operation of the airport. Was key in developing the request for proposals, including the scoring matrix, for the selection of a Fixed Based Operation for the airport. Led the communication effort with the airport tenants, Illinois Department of Transportation (IDOT), and local governmental and development agencies to provide a significant level of comfort that the operation of Bult Field would continue with a strong, dedicated level of commitment.

IDOT, South Suburban Airport Land Acquisition, Relocation Services and Property Management, Will County, IL. Project manager for the land acquisition, relocation services and property management of the 5,000-acre inaugural airport site. Responsibilities include directing the 20-person interdisciplinary team of engineers, planners, scientists, paralegals and real estate specialists and a dozen subcontractors, providing client coordination, public information and agency coordination. Prior to this project assignment, Mark served as the Information and Environmental Task Manager.

MidAmerica St. Louis Airport, Public Building Commission of St. Clair County, Master Plan Update, St. Clair County, IL. Environmental scientist provided environmental services for the update to the current airport master plan. The project was accomplished in two phases. Phase I includes pre-planning services, public involvements, environmental considerations, assessing existing conditions, forecasting and facility requirements. Phase II included alternative development and evaluation, airport layout planning, facility implementation planning and a financial feasibility analysis. MidAmerica St. Louis Airport is a joint-use facility with Scott Air Force Base.

IDOT, South Suburban Airport Master Plan and Environmental Assessment (EA), Northeastern Illinois. Environmental manager responsible for analyses of human and natural resource impacts on site selection, and the master plan study for a new commercial airport in the Chicago region. Work included conducting inventories of wildlife, wetlands, farmlands and community resources in five 18,000-acre search areas, and analyzing the impacts of the construction and operation of a new airport at each site.

IDOT, South Suburban Airport Environmental Impact Statement (EIS) Support Services, Northeastern Illinois. Environmental manager responsible for providing support and review services to IDOT during the FAA's EIS process. Provided updated environmental information, participating in state and federal coordination meetings, and reviewing material to be included in the FAA's EIS for the proposed South Suburban Airport.



Education
B.S./1980/Forestry/SUNY College of
Environmental Science and Forestry
M.S./1982/Water Resources/SUNY
College of Environmental Science
and Forestry

Professional Affiliations

Society of Wetland Scientists/
Weltands Restoration Session
Illinois Association of Environmental
Professionals
National Association of Environmental
Professionals

Bingham "Bing" Parkinson, AAE, Business Planner

Bing has more than 35 years of aviation management experience in the areas of airport business development, marketing, sales and operations. A partial listing of his project experience includes:

COMPASS SOLUTIONS, LLC - Washington, DC

2016 - Present

Director, Aviation Group

- · Directs the company's aviation marketing, management and operations programs.
- Directs the development and execution of teaming agreements with companies to deliver services to aviation clients.

BMEL BUSINESS SOLUTIONS, LLC - Jacksonville, FL

2007 - Present

President & CEO

- Teamed with Nalhan & Associated to provide airport business and management consulting services at airports in Australia, Asia and the US.
- Teamed with CH2M Hill to develop business plans for various airports to enhance their economic base.
- Teamed with Fraport AG and JP Morgan Chase to develop a public private partnership plan to bid on airport privatization projects in the United States.
- Develops comprehensive marketing plans for airport operators, tenants and concessionaires to increase their financial performance.
- Develops successful strategies for clients/companies to obtain business (i.e., contracts, agreements, leases, permits, etc.) with airports as well as other governmental and private entities.

JACKSONVILLE AVIATION AUTHORITY - Jacksonville, FL

2004 - 2006

President, Enterprise Division

- Directed all aspects of the Enterprise Division including real estate development programs; industrial development plan; airport/airline related services; and the development, marketing and delivery of intellectual capital.
- Provided long-term and short-term forecasting and strategic business planning for the Jacksonville Aviation Authority (JAA).
- Negotiated six commercial real estate leases totaling 370 acres with a projected value of \$1.65 Billion to the JAA.
- Negotiated a 300 acre real estate development lease for the JAA with a projected value of \$2.4 Billion to the JAA.

JACKSONVILLE AIRPORT AUTHORITY - Jacksonville, FL

2002 - 2004

Director, Business Development

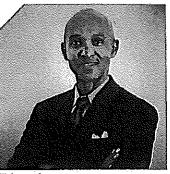
- Directed all aspects of the business development, marketing, real estate and public parking programs of the JAA.
- Directed the development and execution of marketing programs and initiatives to establish
 domestic and international air service at the Jacksonville International Airport.
- Developed new security related revenue fees that generated over \$2.7 Million per year.

JACKSONVILLE PORT AUTHORITY - Jacksonville, FL

1997 - 2002

Manager, Aviation Properties

- Directed the day to day operations of the Aviation Properties Department
- · Prepared and monitored the Airports' annual revenue budget.
- · Directed the Airports' air trade and business development programs.
- Received "Aviation Manager of the Quarter Award" for excellence in personnel and budgetary management.



Education

Master of Business Administration; Golden Gate University, CA

Master of Public Administration; Golden Gate University, CA

B.S./Aeronautics/Embry-Riddle Aeronautical University, FL

Real Estate Sales Associates License; Department of Business and Professional Reg., FL

Program on Negotiation for Senior Executives; Harvard Law School, MA

Dealing with Difficult People and Difficult Situations; Harvard Law School, MA

Managing People for Maximum Performance; Center for Management Research, MA

Strategies for Enhancing Executive Influence; Center for Management Research, MA

Developing a Leadership Communication Strategy, Center for Mgmt. Research, MA

Leadership Jacksonville Program Class of 2005; Leadership Jacksonville, Inc., FL

Accredited Airport Executive; American Association of Airport Executives, VA

Pilot Certificate; Central Valley Skyways, CA

Community Leadership Involvement

Board of Directors, Conference of Minority Transportation Officials

Board of Directors, Jacksonville Convention and Visitors Bureau

Board of Directors, Clara White Mission

Board of Directors, International Visitor Corps of Jacksonville

Board of Directors, Florida's First Coast of Golf

Board of Trustees, Jacksonville Country Day School

Board of Directors, Jacksonville Urban League Foundation

Board of Directors, Stanton Rowing Foundation

Board of Directors, Williams Family YMCA

Natalie Williams, Marketing and Rebranding

Natalie has been in the marketing and rebranding field for more than 20 years. She has significant experience in successfully developing and implementing marketing, branding, and public relations programs for her clients. She has a proven record of success in working with governmental clients on national, state and local levels. Natalie has effectively built and maintained relationships with key members of the national media outlets which are often useful in promoting her clients' programs. She is well educated and trained in gathering and producing material for newscasts and special news programming aimed at providing free marketing and public relations exposure for her clients. A partial listing of her project experience includes:

WUSA Channel 9, Washington DC. Successfully led the planning, development, and execution of the rebranding for the evening newscasts. She evaluated and trained the production and news team of 30+ staff members; developed and implemented marketing guidelines; provided direction and focus of all public relations information packages.

Congressional Black Caucus Foundation. Developed and implemented strategic communication and media relation strategies; developed and maintained reliable contacts with local and national media; generated media opportunities for the client's programs and services; prepared and distributed press releases and news alerts; developed annual and subject-related speeches and testimonies; managed annual conferences which included the development of marketing material, conference agenda, discussion topics, and guest speakers/entertainment.

Not-For-Profit Hospital Corporation. Developed and implemented the hospital's strategic integrated public relations and marketing programs aimed at strengthening the hospital's position in the DC Metropolitan market; planned, organized, staffed, trained, and managed all public relations and marketing functions to achieve the hospital's strategic initiatives of growth, profits, and visibility; proactively planned and oversaw the implementation of events, programs, sponsorships, and activities to reinforce the image of the hospital and community liaisons; effectively established methods to manage department operational and capital budgets.

Council of the District of Columbia. Developed and executed legislative and policy driven communications plans for the Council. Developed and executed preventive and reactive crisis communications strategies; developed internal messaging to all Council staff and external messaging to 74,000 residents of Washington DC's Ward 8 community; developed and managed all communication tools including newsletter, website, and social networks pages; conducted proactive and reactive media pitching; conducted media briefings and press conferences.

The Honorable Vincent Orange, Jr., Council member At-Large. Developed, managed and planned legislation and policies, operations, expenditures, activities, communications and community outreach programs on behalf of the Client. Conduced inter-agency and stakeholder meetings on issues relevant to District residents to develop a public relations and marketing campaign aimed at building and maintaining positive relationships with the Executive Branch of the DC government and officials from the federal government, other state and local governments and members of the United States Congress.

DC Office of the State Superintendent of Education (OSSE). Developed and executed comprehensive public relations, marketing and communications plans for the District of Columbia following the change of charter of the DC Board of Education. Developed strategic plans for stakeholder outreach e.g. students, community, government, and employees.



Education
Bachelor of Arts/Communications/
Trinity College/2003

Awards/Recognitions
Received two Emmy Award
nominations from the National
Academy of Television Arts and
Science.

Recognized in the renowned publication Who's Who in America, Washington DC edition 2009, 2010, and 2011.

Professional Affiliations
Public Relations Society of America
Member

National Association of Black Journalists, Member

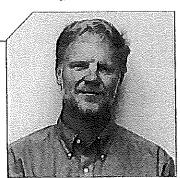
National Academy of Television Arts & Sciences, Member

International Association of Business Communicators, Member Social Affiliations

Bob Vander Meer, ALP Development

Bob has 14 years of experience and currently serves as Vice President of Quantum Spatial, responsible for all business development activity as it pertains to state, municipal, and county government. With a strong background in project management, he works directly with clients ensuring that the needs for each project are clearly defined, the estimate and scope match the clients expectations, and the project is delivered according to the agreed upon schedule.

Previously, Bob served as the Director of Transportation Programs. He oversaw all transportation business development, including roads, airports, rail, and ports Bob has served as director on more than 460 airport projects under Federal Aviation Administration (FAA) 150/5300-16A, -17C, -18B guidelines. His extensive experience has been invaluable in directing mapping projects in accordance with the above mentioned guidelines. He has managed all internal project activities, including overseeing that the airport ground surveys and collection of aerial imagery of the survey area are performed in accordance with the appropriate FAA specifications. Bob has been involved in over 475 18B AGIS projects and submittals. A partial listing of his project experience includes:



EducationBS, Civil Engineering, Michigan
Technological University, 1996

Texas Department of Aviation, Statewide Obstruction Survey Contract: 2011-2016. Quantum Spatial was selected to provide photogrammetric services for obstruction surveys at selected airports throughout Texas under a 5-year contract with the Texas Department of Transportation. QSI develops plans, completes ground surveys (using Texas-based subcontractors), collects aerial imagery, performs obstruction analysis, and delivers data and materials via the Federal Aviation Administration (FAA) Airports GIS (aGIS) website, as required in the current Federal Aviation Administration (FAA) Advisory Circulars 150/5200-16, -17, and -18.

Chicago O'Hare International Airport (ORD), Airspace Analysis and Obstruction Surveys. The purpose of this project was to develop an FAA Airport Airspace Analysis Survey for all vertically guided surfaces defined in FAA AC 150/5300-18B. Newly acquired digital vertical stereo aerial photography was acquired from two distinct altitudes during full leaf-on conditions. Imagery from approximately 9,000 ft AMT (1"=1,905') would be obtained for all of the runway vertically guided approach surface, and imagery from approximately 2,400 ft AMT (1"=508') would be acquired for the remaining obstruction surface area. From the 1"=1,905' scale aerial photography, we identified and mapped obstruction obstacles to develop 1-ft color digital orthophotos of the VG surface area. From the 1"=508' aerial photography, we performed planimetric mapping to collect features based upon previous work in the area.

Minneapolis-St. Paul International Airport eALP: Minneapolis, MN, 2013. Quantum Spatial provided photogrammetric services for the airport mapping and aeronautical data collection supporting the development of an eALP and GPS-LPV approaches to Runway 12L-30R, 12R-30L, 4-22, and 17-35 at the Minneapolis-St Paul International Airport (MSP) located at Minneapolis, Minnesota. All services will be in accordance with FAA A/C 150/5300-16A, -17C, and -18B guidelines.

Rogue Valley International–Medford Airport Digital Orthoimagery, Barnard Dunkelberg and Company. Quantum Spatial acquired new vertical stereo aerial photography at a nominal scale of 1"=1,667'. From the aerial photography, Quantum Spatial provided color orthophotography with a 1.0 foot pixel resolution that is suitable for viewing and plotting at a nominal scale of 1"=400'. The orthophotography covered approximately 20,000 by 8,000 area centered on the airport.

Marlin Zook, PLS, CP, ALP Development

Marlin oversees all phases of the photogrammetric process including aerial triangulation, compilation and digital edit. He is also responsible for directing the photo lab, quality control personnel and the survey team.

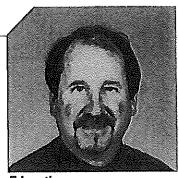
Marlin has experience in all aspects of photogrammetry going back to 1977. His career at Quantum Spatial began in photogrammetric compilation and extended to all other mappingrelated operations such as flight planning, ground control surveys, drafting, analytical triangulation, volume computations. He has also been involved in interactive graphics and data collection for input to GIS.

Since 1990, Marlin has been in charge of all mapping projects from planning to production for the Eastern Region of Quantum Spatial. Marlin's responsibilities typically include all in-house project planning and coordination of photo lab operation, aerial triangulation, digital mapping, digital orthophoto production, and review of final delivery items to the client. He maintains the production schedule, oversees staffing assignments, and coordinates with the Project Manager. He has completed Integrated Distance Learning Environment (IDLE) Training in FAA AC 150/5300-16A, -17B, and -18B. Marlin has been involved in over 475 18B AGIS projects and submittals. A partial listing of his project experience includes:

Texas Department of Aviation, Statewide Obstruction Survey Contract: 2011-2016. Quantum Spatial was selected to provide photogrammetric services for obstruction surveys at selected airports throughout Texas under a 5-year contract with the Texas Department of Transportation. QSI develops plans, completes ground surveys (using Texas-based subcontractors), collects aerial imagery, performs obstruction analysis, and delivers data and materials via the Federal Aviation Administration (FAA) Airports GIS (aGIS) website, as required in the current Federal Aviation Administration (FAA) Advisory Circulars 150/5200-16, -17, and -18.

Phoenix Goodyear Airport (GYR): Goodyear, AZ, 2014. Project Manager. Quantum Spatial acquired new vertical stereo aerial photography at a nominal scale of 1"=600" for the runway environment and final approach precision surfaces, and 1"=1,333" for the remaining project area. The total project area encompassed approximately 32,800 acres. The aerial photography covered all of the vertically guided (VG) airport airspace analysis surfaces for RWY 3/21 using natural color film during "leaf-on" conditions. From the 1"=600' aerial photography. Quantum Spatial analysts identified and mapped AC-18B obstructions/obstacles within the VGRPS, VGPCS, and VGPS obstruction evaluation surfaces for runway 3/21 that were visible from the aerial photography. From the 1"=1,333" aerial photography, Quantum Spatial performed limited landmark feature planimetric mapping as defined by AC-18B specifications. Additionally, 1 foot digital color orthoimagery was provided along with identified and mapped obstructions/obstacles within all VG-AAA obstruction ID surfaces.

General Mitchell International Airport Runway, Safety Area Improvement Project eALP, Mead & Hunt. Quantum Spatial provided aeronautical data collection and processing to support the development of FAA Airports GIS (AGIS) data and airspace analysis for the Runway Safety Area Improvement Project at General Mitchell International Airport (MKE).



Education AS, Civil Engineering, Penn State University, 1976

Certificate, FAA Integrated Distance Learning Environment (IDLE), Federal Aviation Administration, 2010

Professional Registrations

ASPRS Certified Photogrammetrist/ R920, 1994

Professional Land Surveyor, NC/L-

Photogrammetric Surveyor, SC/24307,

Land Surveyor Photogrammetrist, VA/408000029, 2009

Allyson Nemec, AIA, LEED AP, Architect

Allyson has developed Quorum Architects approach to design services, which centers on their specialization in programming and understanding the client's business and organization. Allyson is involved in the schematic design and design development of the firms' projects. In this capacity she has lead projects for various independent renovation and new construction clients. Allyson also has managed many complicated public projects including several projects for the Housing Authority of the City of Milwaukee and Milwaukee County.

Allyson has a diverse academic and professional background. Her studies in Architectural History and professional experience in Historic Preservation architecture make her well-suited for coordinating the architectural and engineering services on renovation and adaptive re-use projects.

Allyson is also an Adjunct Professor of Architecture at the University of Wisconsin-Milwaukee. There she has taught undergraduate building design studio courses, and a graduate comprehensive studio.

Quorum Architects practices sustainable design. We believe that renovating existing buildings is the most sustainable form of design. As a LEED Accredited Professional, Allyson is knowledgeable in environmentally sensitive materials and systems and integrates them into the design process.

Allyson has been very involved in the Milwaukee community, including her current roles as Chair of the Near West Side Partners Commercial Corridor Committee, board member and special events chair of the Milwaukee Chamber Theatre Board, Rufus King School Governance Committee member and board member of the King Fund, Deacon and Past Trustee for Immanuel Presbyterian Church, and active membership in the Historic Concordia Neighborhood Association where she is a resident and business owner. Previously Allyson has served as chair of the Milwaukee Historic Preservation Commission, President of AIA Wisconsin, President of the UWM Alumni Association, and President of the Next Act Theater Advisory Board. A partial listing of her project experience includes:

Milwaukee County Facilities Assessment Lawrence J. Timmerman Airport Milwaukee, WI

Central Wisconsin Airport Terminal Expansion Mosinee, WI

Chippewa Valley Regional Airport, Eau Claire, WI

General Mitchell International Airport, Interior Master Plan, Milwaukee, WI

General Mitchell International Airport, Concourse D Security Checkpoint and Stem Improvements, Milwaukee, WI General Mitchell International Airport, Flight Information Display System Replacement, Milwaukee, WI

General Mitchell International Airport, Multiple-User Flight Information Display Systems Structure, Milwaukee, WI

General Mitchell International Airport, Training Center, Milwaukee, WI

Milwaukee County
Public Art Administrator,
Milwaukee County Percent for the Arts
Program, Milwaukee WI



Education Master's Degree - Architecture: University of Wisconsin-Milwaukee 1990

Bachelor of Architectural History: University of Virginia, 1987

Specialized Education

Stabilization & Maintenance of Historic Structures, Campbell Center for Historic Preservation Studies, Mount Carroll, Illinois, 1992

Professional Registrations

Wisconsin Registered Professional Architect #7154-5

Leadership In Energy and Environmental Design - Accredited Professional

Green Building Rating System, US Green Building Alliance, 2001

Mark Knapp, AIA, Architect

In his architectural career, Mark has performed Schematic Design, Architectural Design, Construction Detailing, Construction Administration and Project Management on a variety of projects including commercial buildings, municipal buildings, private residences, and interior renovation and historic adaptive reuse projects. Mark has experience in working with clients to develop project programs and budgets. He is especially well versed in the code implications of adaptive reuse and remodeling of existing buildings, ADA surveying, the preparation of construction documents and specifications, project bidding, site supervision and construction administration.

Mark's outside interests include his family, historical architectural tours and being a Cub Scout Leader. Mark is a member of Historic Milwaukee, Inc., the National Trust for Historic Preservation, and is a former president of the Washington Heights Neighborhood Association. Mark is also a current appointee to the City of Milwaukee Standards and Appeals Commission. A partial listing of his project experience includes:

Central Wisconsin Airport Terminal Expansion Mosinee, WI

General Mitchell International Airport, Training Center, Milwaukee, WI

Chippewa Valley Regional Airport, Eau Claire, WI

General Mitchell International Airport, Interior Master Plan, Milwaukee, WI

General Mitchell International Airport, Concourse D Security Checkpoint and Stem Improvements, Milwaukee, WI

General Mitchell International Airport. Concourse C Gate Expansion, Milwaukee, WI

General Mitchell International Airport, Concourse E Toilet Room Renovations, Milwaukee, WI

General Mitchell International Airport, Concourse D Atrium Renovation, Milwaukee, WI

General Mitchell International Airport, Multiple-User Flight Information Display Systems Structure. Milwaukee, WI



Education Bachelor of Science Degree, Architecture: University of Illinois 1985.

University of Illinois Study Abroad Program, Versailles, France: 1983-84

Professional Registrations Wisconsin Registered Professional Architect #A-9412

Team Organization and Experience

Matthew Edwards, AIA, Architect

Matthew is a registered architect with extensive experience in the project management of both new construction, and adaptive reuse and preservation projects. He has managed projects from complex new hospitals to adaptive reuse and repurposing of existing buildings and spaces. Matthew is committed to quality design and documentation; he is well versed in detailing, constructability and code review required for the successful realization of the design intent through construction.

Matthew has excellent project management and interpersonal skills, able to integrate the Quorum project team with the client goals and the external consultants for project success. Matthew works with various versions of REVIT and AutoCAD which he utilizes for the development of existing conditions documentation, schematic design, and detailed construction documents. In addition he has knowledge in Bluebeam, Microsoft Word, and Excel for project communication, as well as numerous project management and specification software. A partial listing of his project experience includes:

General Mitchell International Airport, Baggage Claim Remodel, Milwaukee, WI

Walker-Ajax Plan Housing Development Racine, WI

Haymarket Housing Development Milwaukee, WI

The Alexander Residential Housing Development Milwaukee, WI

City of Milwaukee, City Hall Electrical Upgrades Milwaukee, WI

The Standard at East Library, Multi-family housing Development Milwaukee, WI

St. Francis Hospital Women and Children's Renovation, Indianapolis, IN

Shawno Medical Center, Replacement Hospital, Shawno, WI



Education
Bachelor of Architecture: University of
Wisconsin-Milwaukee , 1995

Urban Planning Minor: University of Wisconsin-Milwaukee 1995

Vicenza Institute of Architecture (Vicenza, Italy): University of Florida 2003 Master of Architecture: University of Florida 2004

Professional Registrations
Wisconsin Registered Professional
Architect #7154-5

The Hanson team brings an exceptional combination of staff and corporate experience that allows our team to provide implementable business solutions for Lawrence J. Timmerman Airport.



SOUTH SUBURBAN AIRPORT | BULT FIELD

The South Suburban Airport (SSA) project is a prominent example of Hanson's airport planning, environmental and program management services in action. The full life cycle process of converting greenfield property into a large, 20,000-acre air carrier facility gave Hanson the opportunity to provide our client — the Illinois Department of Transportation (IDOT) — with aviation planning services it can rely on and trust. Although Hanson was already in the process of providing comprehensive property acquisition services, the acquisition of Bult Field — a private-use airport — and its transition to IDOT ownership presented a particular challenge. Following the airport ownership transition, Hanson provided assistance by developing fixed base operator (FBO) and fuel supply scopes of services, conducting all line service training and overseeing facility compliance with all state inspection requirements and continuing to operate the facility on behalf of the state under a management contract. In addition, Hanson staff prepared the airport operations manual, including capital plans and daily inspection reports for the airport and fueling facility and prepared and taught training modules on driver training, airport daily inspections, fueling inspections and customer service. Hanson also aided in the orderly, feasible transition of ownership by conducting the public-private partnership (P3) industry outreach, created revised passenger and operational forecasts, provided revised capital and operational expenditure figures with a full profit/loss financial analysis and developed a "path forward" recommendation for IDOT to consider for eventual P3 procurement at the SSA. In addition, Hanson provided the following services:

- · Airport master planning
- · Airport environmental planning
- Full-range property acquisition services
- Airport management consulting
- · Program management
- P3 technical bid support due diligence
- Development and implementation of airport best management plans (BMPs)



Hanson Firm Experience:

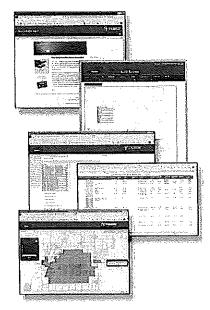
Reference

Bill Viste

Illinois Department of Transportation

217.785.1764

william.viste@illinois.gov





Business Plan Experience

As senior staff members for the Jacksonville Aviation Authority (JAA), **Chip Snowden**, **AAE**, **CFM** and **Bing Parkinson**, **AAE** have a collective 22 years' experience in high level airport strategic and business planning for the JAA organization in a complex four airport system. They managed an emerging airport authority at a time of critical growth and change.

Specifically, Chip was directly involved in or responsible for the development of Key Performance Indicators (KPI), organizational planning for the transition of an organization into a new airport authority, establishing process improvement programs for all four airports, business planning on a macro and micro scale for all four airports, annual budgeting for all four airports, strategic planning for the new organization, coordinating revenue and business production programs, incorporating industry best practices into the management overview of the three general aviation airports and personnel management as required.

In addition to the broad level of business planning that Chip was responsible for, he was the initial airport coordinator for the transition of NAS Cecil Field into a civilian airport. This was a complex process that included system planning, facility planning, developing a startup business plan for the first five years of projected operations, financial planning from the standpoint of incorporating Cecil Field budgetary financials into the overall airport authority financial budget, and developing start up organizational and staffing for the new facility.

Bing, as a senior staff member at the JAA, was responsible for several business management functions during his tenure there. These included Director of Airport Properties, Director of Business Development and President of the Enterprise Division.

In these roles, Bing developed, coordinated and executed of all aspects of JAA's business planning functions which included the real estate development programs; industrial development planning and execution; airport/airline related services; and the development, marketing and delivery of intellectual capital. Bing also provided long-term and short-term forecasting and strategic business planning for JAA.

Additionally, as a member of the Sacrament Department of Airports, Bing directed the business planning programs for the department's four airports. His team developed business plans aimed at generating more airport revenues, reducing or eliminating waste, securing more capital funding, and creating more jobs.

Bing's responsibilities included managing the rebranding and marketing programs for the former Mather Air Force Base after it was closed and the facilities were transitioned to the Sacramento Department of Airports. The rebranded name of the airport became Sacrament Mather Airport. He was also responsible for developing a comprehensive business plan for Mather Airport to ensure a viable and financially successful reuse of the airport.













Team Organization and Experience

South Suburban Airport, Business Plan, Will County, IL

Project director for the feasibility/business plan/privatization plan for the proposed third air carrier airport in the Chicago metro area. The plan included; forecasting air service, air cargo and general aviation operations; forecasting operating expenses; developing a takedown schedule for property development with resulting revenues; and, developed a most likely/best case privatization scenario that would allow revenues to cover expenses for the private airport development/operating community interested in taking over the airport.

Chip Snowden, AAE, CFM Individual Experience:

Reference
Bill Viste
Illinois Department of Transportation
217.785.1764
william.viste@illinois.gov

Georgetown Municipal Airport, Business Plan, Georgetown, TX

Served as project director for the Georgetown Municipal Airport business plan, a reliever airport for Austin, Texas. The plan included developing best practice recommendations for this corporate reliever airport regarding; security, administration, operations, capital development, long term asset management, staffing, and exclusive rights for the fueling operation. The plan also included pro-forma revenue projections for their best case revenue and expense scenario.

Chip Snowden, AAE, CFM Individual Experience:

Reference Ed Polasek, Transportation Services Director 512.930.2544 ed,polasek@georgetown.org

Tancredo Neves International Airport, Business Plan, Belo Horizonte, Brazil

Airport management adviser for Tancredo Neves International Airport in support of the privatization/corporatization of a federal airport. Specific work included developing an airport city property development plan, developing business and strategic plans, security planning, air service development planning and developing a corporatization plan that included an organization and administrative airport governance for the airport to be managed as a semi-private corporate entity. Developed best practice recommendations for operations, administration, security and property development.

Chip Snowden, AAE, CFM Individual Experience:

Reference

Danilo Colares, Former Transportation Manager State of Minas Gerais, Belo Horizonte, Brazil 38.3221.2605 catuni@hotmail.com

Customer Service Plan, Brisbane International Airport, Narita International Airport, and Portland International Airport

The above projects involved working with the airport management to develop and conduct surveys; collect, review and analyze airport passenger data; interview airline management; interview customs and immigration management, and develop a comprehensive customer service plan aimed at increasing the airport's passenger experience. The airports recognize that a favorable passenger experience translates into higher spending amounts at the airport by the passenger, thus increasing the airport's revenues.

Bing Parkinson, AAE Individual Experience:

Brisbane & Narita International Airports Reference Rafael Enriquez, Project Manager Nathan Associates, Inc. 703.516.7803 Portland International Airport Reference Alejandro Schwewdhelm, Project Manager Nathan Associates, Inc. 703.516.7873



WAUKEGAN NATIONAL AIRPORT

Designated as a national airport under the FAA's general aviation asset program because of its role in supporting national and global markets. Waukegan National Airport functions as a primary reliever to Chicago's O'Hare International Airport. When the runway length analysis, completed at the request of the FAA, identified a critically-needed primary runway length extension of 1,000 feet, Hanson was chosen to plan and design this improvement. Because of the proximity of conservation lands in the runway vicinity, as well as the location of regionally important highways within 500 feet of each runway end, the full range of Hanson's resources was needed to assure the project's success. Hanson collected all airport critical data for the FAA GIS program in accordance with FAA Advisory Circulars (AC) 150/5300-16, -17, and -18, analyzed runway declared distance runway safety areas, and runway object free areas deviations, and completed all elements of the airport master plan outline in accordance with FAA AC 150/5070-6. Airport Master Plans. Because of the local and regional significance of this project, extensive coordination was carried out with the Illinois Department of Transportation (IDOT) and Lake County Forest Preserves during the IDOT Phase 1 planning and the preserves' Waukegan Savanna concept planning. The nature of the project also required Hanson to carry out consensus building with airport tenants, users and funding agencies. Aside from traditional airport planning services, Hanson also provided:

- · Review of FAA runway design standards
- · Obstruction review and analysis
- · Public input coordination, stakeholder engagement and consensus building
- · Creation of project media

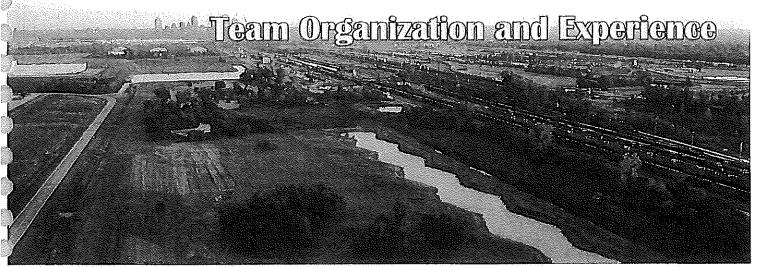
Hanson Firm Experience:

Reference

Skip Goss, General Manager Waukegan National Airport 847.244.0055 sgoss@waukeganport.com







ST. LOUIS DOWNTOWN AIRPORT

For more than a decade in our role as a general consultant, Hanson has provided airport planning and environmental services for the St. Louis Downtown Airport, the third busiest airport in the metro area. The location of the airport in a Mississippi River floodplain creates a set of unique and challenging wetland and wildlife conditions, which were faced by Hanson during design of various airport improvements. Hanson staff, through the well-coordinated National Environmental Policy Act and permitting process, was able to modify a U.S. Army Corps of Engineers monitored drainage system, while remaining environmentally sensitive to the area by avoiding or minimizing impacts when practicable. The Section 404 Permit Application encompassed installation of more than 600 feet of culverts in a major drainage canat in the Mississippi River flood control system, in order to handle the stormwater from the proposed airport improvements. Additional airport planning and environmental services included:

- · Airport master plan update
- · Environmental assessment for a runway extension

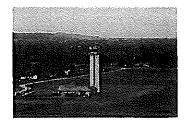
- · Land acquisition services for a stormwater mitigation pond
- · Rates and charges review

An airport is both a public service and a business, and must be operated as such. From a business standpoint, the airport has the ability to generate certain revenues and therefore the obligation to do so. The most satisfactory method of accomplishing this is through a combination of fair and equitable fees and charges associated with the use of the facilities. Airport revenues are derived from leases, rental rates, airfield fees and charges and other operating revenue. In consideration of these issues, the management of St. Louis Downtown Airport (CPS) asked Hanson Professional Services Inc. to review the current leases and fee structure to ensure that the airport is maximizing potential revenue and development opportunities while maintaining a competitive balance in the region. This project updated a rates and charges survey conducted in 2009, to take into account changes in lease documents and conditions, as well as a new airport leasing guidance document prepared through the Airport Cooperative Research Program (ACRP), Report 47 Guidebook for Developing and Leasing Airport Property (ACRP Report 47).

Hanson Firm Experience: Reference

Erick Dahl, Airport Director St. Louis Downtown Airport 618,337,6060 eadahl@stlouisdowntownairport.cm





The project involves development of a schematic design to estimate total project costs associated with take-off pavement extensions to Runway 14/32. The purpose of the extensions is to reduce noise exposure while providing necessary runway length. The scope of services includes concept geometric layouts depicting the configuration for the extension of Runway 14/32 and including parallel taxiway access to the extended pavement ends. Additional exhibits will include proposed declared distances and identification of any runway protection zone (RPZ) impacts. Other tasks include a pre-design review meeting, schematic design, water management design and environmental resource permitting, wetlands characterization, opinion of probable cost and design surveys.

Capital City Airport, Master Plan and Airport Layout

Plan. Frankfort, KY

Hanson Firm Experience:

Hanson personnel have been providing consultant services to the Capital City Airport for more than five years. Services provided have included planning for the runway extension and planning and design of an apron expansion project. The runway extension project required negotiation of an easement with the Kentucky Department of Fish and Wildlife Resources to remove obstructions and to alter the non-precision approach. The extension project also involved relocation of both thresholds to resolve Runway Safety Area (RSA), Object Free Area (ROFA) and Runway Protection Zone (RPZ) issues. The environmental assessment for the runway project included extensive coordination with the Kentucky Army Air National Guard helicopter squadron to define flight tracks and to develop noise analysis. Hanson completed design for an apron expansion to include drainage improvements, realignment of taxilanes and relocation of the fuel farm. Services to date: Airport Layout Plan, Environmental Assessment, Noise Contours, Terminal Area Development Plan, and Apron Expansion.

Valkaria Airport, Master Plan Update and Airport Layout Plan, Valkaria, FL

Hanson was responsible for completing an update to the 2006 Airport Master Plan and Airport Layout Plan to reflect projects that have been completed since the 2006 study, existing environmental and operating conditions, and maintenance and improvement projects necessary to maintain the airport in a safe and efficient manner consistent with FAA standards and FDOT guidelines. Recommendations included runway extension alternatives and support facilities including a public building to serve a dual purpose of pilot/passenger service and airport administration functions. Tasks included developing forecasts, identifying facility needs, analyzing alternatives, reviewing environmental conditions, creating a financial and implementation plan, and conducting agency and public coordination.

Hanson Firm Experience:

City of Naples Airport Authority

Kerry Keith, Director of Airport Development and

Reference

Reference

Facilities

239.643.0733

kkeith@flynaples.com

Scott Shannon Kentucky Transportation Cabinet 502.564.0099 scott.shannon@ky.gov

Hanson Firm Experience:

Reference

Steve Borowski, Airport Manager Valkaria Airport 321.952.4590 steve.borowski@brevardcounty.us

Team Organization and Experience

Central Wisconsin Airport, New Terminal Building, Mosinee, WI

The Central Wisconsin Airport (CWA) project consisted of a new terminal building addition to accommodate the growing needs of the airport and renovating the existing facility to harmonize with the expansion. As a subconsultant, Quorum Architects, Inc. was responsible for exterior and interior signage documentation, and specifying plant materials for the vegetative roof system design for the project. Our design staff designed exterior monumental and wayfinding signage which complimented the overall look and image of the project. The exterior signage was translated into the interior wayfinding signage for the airport, working with Mead and Hunt, the designer of the architectural addition.

Quorum also collaborated with the team in developing site improvements to the entire airport parking lot and adjacent car rental areas. The landscape design plan is based on two airport landscaping reports that were written for the Chicago area. These landscaping guides incorporate plants that are "aesthetically pleasing and at the same time, low maintenance, ecologically and financially sustainable, yet do not compromise airport security and airport safety." All plants chosen for the CWA site plan minimize wildlife hazards with particular emphasis on large birds and small mammals that attract raptors, as well as small birds that congregate into large flocks.

Quorum Architects, Inc. Experience:

Reference
Rich Lundeen
Mead & Hunt, Inc.
608-273-6380
rich.lundeen@meadhunt.com

General Mitchell International Airport, Training Center Renovation, Milwaukee, WI

General Mitchell International Airport was interested in developing a new training center for mandatory computer based training requirements. Quorum worked with Milwaukee County and airport staff in developing the new center in the existing Administration Building Wing. The existing space was constructed in several phases over the years. The design of the training center incorporated a computer training area, workstations for private meetings and a badging area for airport employees. The project also included creating a new exterior enclosed corridor that will improve building circulation, safety and security. A new elevator addition and ADA accessible ramp was also incorporated into the project to allow for access between the first floor and Administration Office second floor. Quorum was also responsible for the landscape and site design as related to the exterior corridor.

General Mitchell International Airport, Runway Safety Area Improvement Project eALP, Milwaukee, WI

In 2013, Quantum Spatial provided aeronautical data collection and processing to support the development of FAA Airports GIS (AGIS) data and airspace analysis for the Runway Safety Area Improvement Project at General Mitchell International Airport (MKE), Quantum Spatial acquired vertical stereo aerial photography at a nominal scale of 1*=300° for the airport property during leaf-off conditions and 1*=1,333° for the remaining obstruction surface areas during leaf-on conditions. The entire project area is 35,400 acres.

Quantum Spatial used the control solution and scans for the aerial negatives to generate a digital elevation model (DEM) for all of the vertically guided surfaces. The aerial scans were processed into color digital orthophotos.

Quorum Architects, Inc. Experience:

Reference
James Zsebe, P.E.
General Mitchell International Airport
414-747-5394
jzsebe@mitchellairport.com

Quantum Spatial Experience:

Reference Ryan Meyer, GIS Coordinator Mead & Hunt 608-273-6380 ryan.meyer@meadhunt.com

The business plan and master plan update elements of this planning process are intrinsically interwoven. Information from the business plan user interviews will be coupled with alternatives analysis from the facility planning. Definition of airfield facility opportunities coupled with information from user interviews will be used to establish the strategic goals as the foundation of the business plan. Through an interative process, projected financial performance from the business plan will be combined with desired physical improvements to identify an implementation plan in the master plan. Merging these two study processes together, Hanson's approach to the Lawrence J. Timmerman Airport (LJTA) business plan and master plan update will focus on four key objectives to grow activity at LJTA.

- » Maximize the Available Runway Length
- » Update the "Gateway"
- » Increase Revenue and Reduce Operating Costs
- » Rebrand and Market LJTA

The planning process flow diagram on the following page illustrates the interwoven tasks of the business and master planning. This section describes how those tasks will be used to assess current conditions and meet the four key objectives to increase aviation activity at LJTA.

Document Current Conditions

To envision the path forward for LJTA, it is essential to document the current conditions at LJTA in the market it serves through the asset and operations evaluations and business and user interviews. This information will serve as a baseline to define the airport market role and level of service goals for LJTA that will be used in both business and master planning. Information from local businesses, corporate, training and recreational aviation stakeholders will be gathered and compiled into a facilities requirements matrix that will be used to drive the master plan and business plan toward retaining and attracting new aeronautical operations and activity. Susan Zellers, P.E., AAE and the planning staff will take the lead on evaluating and planning the facilities, while Bing Parkinson, AAE will take the lead on the business and user interviews. Chip Snowden, AAE, CFM and Bing will evaluate the operational processes.

The types of data to be gathered in this phase include:

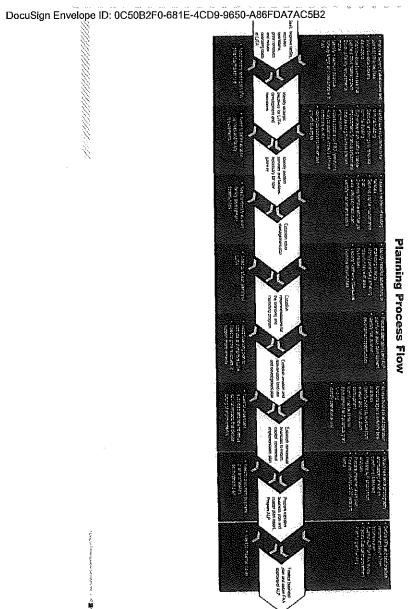
- Local and department organizational chart/staffing information
- · Current financial data and administrative practices, systems
- Operational/security programs
- · Capital development and asset management programs
- · Existing documentation on LJTA
- · Condition assessment of existing facilities at LJTA

Interviews will be conducted with the following to obtain an indication of airport facility, amenity and level of service requirements:

- · Existing stakeholders at LJTA
- Local corporate/business general aviation users/operators and recreational pilots that use other general aviation metro airports
 to assess why their choice of facility and whether they could be attracted to LJTA
- Local broker/developers to assess the marketability and site development needs of the airport property for aviation and non-aviation uses
- Potential partnering opportunities with area business will also be pursued through the interview outreach.

Mapping/survey:

- · With an anticipated November start, the existing basemap from the 2008 ALP will be used in the initial analysis.
- If new mapping is needed to support the ALP update, it will need to be flown in the spring to meet the FAA's leaf-on condition requirements. If new mapping is needed, Hanson's team member for any needed aerial photography and mapping is Quantum Spatial, based in Sheboygan Falls, WI. If new mapping is needed, the six months contact renewal will be needed to meet FAA mapping requirements.



Project Approach and Services

The culmination of the current condition documentation and the stakeholder interview process will define the operational and financial goals for the facility and determine the list of strategic initiatives that if implemented would drive the airport toward those goals.

Maximize the Available Runway Length

One anticipated strategic goal is to provide as much runway tength as feasible within the LJTA's constrained environment to provide reliable allweather access enabling more operations and increasing LJTA as a desired destination. While previous planning included extending both ends of existing Runway 15/33, current FAA standards may necessitate realigning the runway for more compatible uses under the runway protection zones (RPZ). Since available runway length is a cornerstone in expanding LJTA's market role, it will be addressed as one of the first items in the study process. The aviation need and the environment around the airport will be considered in assessing runway alternatives. The potential realignment of Runway 15/33 impacts the developable landside areas, so defining the primary runway location and length and receiving FAA support for the plan is a building block of both the master plan and the business plan. Hanson has worked closely with the FAA Chicago Airports District Office (ADO) on multiple projects involving runway extensions in constrained environments and has an office close to the FAA Chicago ADO. In addition, Susan Zellers has long term working relationships with both Jim Keefer, FAA Chicago ADO Manager, and Susan Mowery-Schalk, FAA Great Lakes Regional Airports Division Manager to assist the Milwaukee staff in working through any FAA standards requirements or modifications to standards requests to support the development of additional runway length. Once the space for the primary runway and its protected areas is defined, impacts to other airside development and the opportunities for landside aviation and nonaviation use can be defined and incorporated into the business planning.

The master plan update and business plan are intertwined and will support each other. However, it is critical that the space needed for airfield and aviation support be identified first, so that the business plan is built around the aviation function of the airport to define new opportunities for nonaviation use to support the aviation activity.

The most recent master plan for LJTA was completed in 2008 after a multi-year process. To provide a foundation for and support of the business plan and master plan update, the recommendations of the 2008 master plan will be reviewed, refreshed and where needed reassessed using current FAA design standards to provide an update not a redo. This approach to the master plan update portion of the project will allow the majority of the effort to be on the business plan with sufficient ALP documentation and narrative report to obtain FAA airspace approval.

Since the goal of this business plan is to enhance LJTA to avoid continuing the status quo into the future, the forecasts to support the master plan update will focus on critical aircraft for the identified market role. To provide economical forecasts to support the runway length and aviation facility demand analysis, the FAA's Terminal Area Forecasts (TAF) which shows slow growth at LJTA coupled with trends from the FAA's Aerospace Forecasts will be used as the baseline and augmented with critical aircraft activity operational requirements data from the stakeholder interview process, especially for the out years after the implementation of the strategic goals. Using the TAF combined with interview data will be more reflective of the potential for growth at LUTA for aviation development planning than new statistical analysis using historical trends.

The results of the runway alternative analysis will be an aviation forecast with critical user data to justify runway length, runway extension alternatives with reference the 2008 master plan where applicable, coordination of the preferred primary runway alternative with the FAA and identification of areas with associated height limitation for aviation and nonaviation development.

Update the Gateway

Along with runway length, a welcoming entry reflective of the Milwaukee community is needed to increase the attractiveness of LJTA to business operators. While the existing building provides the basic functions needed for business aviation, much can be done to enhance the impression to arriving travelers. Using the matrix of facility requirements from the stakeholder interviews, space planning will be done by Quorum Architects to reserve and visualize appropriate space to make these improvements. As a part of considering terminal improvements, Hanson will work with Quorum to consider the terminals connection to the roadways with the goal of providing a more continuous connection automobile to aircraft. The connection between the terminal and roadways will also take into consideration the facility requirements for aviation support facilities such as hangars and the condition of existing facilities.

The results of the gateway analysis will be renderings of potential terminal building improvements, alternate layouts of the overall terminal area for improved connection between aircraft and ground transportation. When examining alternatives for terminal area improvement, the existing condition assessment and resulting asset management planning will be taken into account.

Increase Revenue and Reduce Operating Costs

Investment will be needed to improve the facilities at LJTA. To support those investments, a realistic business operational plan is needed. As part of the business planning the following functions will be analyzed with respect to industry best practices to make recommendations for improvements:

- » Administrative, organizational staffing and financial systems
- » Operational/security and facilities
- » Capital development and asset management practices/procedures
- » Leases and other revenue production means

- » Results of business, training and recreational user interviews
- » Base level facility inspection for all County owned assets

In conducting this analysis, Chip and Bing will also draw on the operational, safety and security experience of Mike Moon, AAE and Mark Thompson, who established the operational plans for Bult Field, which Hanson operates on behalf of the Illinois Department of Transportation.

With input from County staff, the acceptable best practices will be combined into the overall operational business plan addressing staffing, operating standards, leasing and financial practices.

As part of the business planning, the private versus public operation of all or some of the fixed base operator (FBO) functions will be examined. The Hanson team will draw from the experience of airport sponsors that are successfully operating FBOs to look at the advantages and disadvantages of a change in FBO operations. Generally these airport sponsors have undertaken providing FBO functions to provide them with more control over the customer experience, and many locations have also benefited from increased revenue.

Options will be prepared for County consider regarding the financial and operational pros and cons of operating the FBO under the exclusive rights clause including start-up and ongoing operational costs along with potential revenue generation.

By evaluating business operating and facility development alternatives, a conceptual pro forma profit and loss statement will be developed to give the County an indication of profitability, availability of local share for capital improvement or the magnitude of cash subsidies that would be required over the 20 year planning period. This pro forma will incorporate the findings from the business plan revenue production and staff and capital maintenance analysis. The selected FBO operating scenario will be used in preparing a financial pro forma for LJTA.

The pro forma conceptual 20-year will be developed and used along with consideration of potential grant funding opportunities to establish capital investment options. The prefer options will be used in preparing the master plan implementation plan.

An important part of the business plan that is needed to develop the financial pro forma is a property development plan for both aviation and non-aviation uses, information derived from interviews with the local developer/broker and business community will be used to recommend a solid property development plan for both aviation and nonaviation property.

The property development plan will include best practices for the property development process, procedures and internal staff requirements and professional skills necessary to execute the program.

What can be measured can be achieved. Key Performance Indicators (KPI) will be developed for the financial/administrative, operational and capital categories of the business plan. Implementation of KPIs will allow the County to implement business dashboard perspective for the operations of the LJTA. These KPIs will enable the County to track progress and make future adjustments to the operations of LJTA as needed to meet evolving conditions.

With input from County staff, the KPIs based on the business plan will be established to enable dashboard reporting.

Rebrand and Market LJTA

Natalie Williams will lead effort to tie LJTA's rich aviation history with its intended role form the market analysis to develop a framework for a branding and marketing plan. As a part of the marketing plan, an outreach program for the county to use in improving LJTA's brand with local corporate aviation users will be developed. The plan will be structured to give the county a forum for improving their corporate aviation business prospects, retaining existing businesses as well as achieving property development goals that are established for LJTA. Elements that will be considered in the plan could include market outreach programs, utilizing various forms of electronic media, air shows/aviation festivals/fly-ins, recommendations for in-house versus outsourced marketing functions, coordinated marketing between County and FBO. The new logo developed as part of the rebranding program is anticipated to be reflected in the colors and architectural scheme of development at LJTA moving forward.

The rebranding and marketing plan will include the development of new logo and a marketing brand to reframe in the image of LJTA for existing and potential users and establish a stronger presence in the market.

Narrative Report and Airport Layout Plans for Master Plan Update

The results of the financial, facility plans and overall recommendation will be tied together into a final report. This final narrative report will include an executive summary and sections that discuss in more detail:

- » strategic initiatives
- » marketing and branding strategy

- » business and corporate aviation outreach and partnering plans
- » identification of best practice and recommendations for improvement in the areas of finance/administration, operations/security, capital investment and asset management
- » recommended business metrics to support operating LJTA as a business
- » airport market role and service levels with forecast information and facility requirements (matrix format) •
- » runway legnth justifiation and alternatives analysis, including environmental considerations •
- » implementation plan for the phasing of improvement on the airport layout plan •
- » pro forma profit and loss statement to understand subsidies and new revenue sources
- ♦ Will be prepared so they can standalone for the ALP submittal to the FAA if desired.

In conjunction with the narrative report, updated airport layout plan (ALP) drawings will be prepared depicting preferred runway length and airfield configuration, terminal/FBO improvements, aviation landside development and nonaviation development. The ALP will be submitted for FAA review and approval.

The services in this project can be provided within the six month proposed schedule if existing base mapping is used for the ALP update. If new base mapping is needed for the ALP, per FAA standards it will not be able to be flown until spring when the Milwaukee area returns to leaf-on conditions, necessitating a six month contact renewal to complete the ALP.

The final narrative report containing the business plan and updated master plan information and the ALP drawings will be provided in hard copy and electronic format with the electronic format allowing for linkage between associated sections of the document or supporting information.

Through the business plan and master plan update to meet the four key areas of maximize the available runway length, update the gateway, increase revenue and decrease operating costs and rebrand and market LJTA, the Milwaukee County staff will be provided with the tools to operate LJTA as a business, grow revenues, retain customers and establish a stronger market recognition and brand. Thus, opening the future at LJTA to increase its overall economic development importance to Milwaukee County.

Client References

CLIENT LIST & SERVICES PROVIDED (Within the Past 3 Years)	Program Development	Planning	Environmental	Land Acquisition	Design Engineering	Construction Observation	Surveying/ Obstruction	Navigational Aids	Buildings/ Facilities	Specially Projects
ILLINOIS	T									
Abraham Lincoln Capital Airport Mark Hanna, Execulive Director 217-788-9211					0	•			•	
Carmi Municipal Airport T. David Port, Mayor 618.382.8118	0	•	0		0	0	0	0	•	
Coles County Memorial Airport		0	0	0	0	0	0	•	0	
Andrew Fearn, Airport Manager 217-234-7120 Decatur Airport										
Tim Wright, Airport Director 217-428-2423	0	0	0	0	0	0	0	0	0	
DeKalb Taylor Municipal Airport Tom Cleveland, Airport Manager 815-748-2020	•	0	0	0	0	0	0	0		
Edgar County Airport Jeff Voigt, County Board Chair 217-822-3956	•	•	0	0	•	0	0	0	0	0
Fairfield Municipal Airport			0		0	0	•		0	
Travis Williams, Airport Manager 618-842-9587 Joliet Regional Airport		. 0	0		0	0				
Jennifer McFarland, Airport Manager 815-741-7267 Kewanee Municipal Airport		1	l							
Dale Lindstrom, Airport Manager 309-825-2586		•	0		•	0	0	•	0	
Lawrenceville-Vincennes International Airport Kurlis Schwartz, Airport Manager 618-943-5733	0	0	0		•	0	0	0		
Lewis University Airport Chris Lawson, Director of Aviation 815-838-9497	0	0	0	0	•	0	0	•	0	0
Litchfield Municipal Airport		0	0		8	0		0	0	
Bill Stamper, Airport Manager, 217-324-4731 Logan County Airport										
Gene Rohlfs, Chairman 217-737-3517 Macomb Municipal Airport	0	0	0		•	0	•	8	0	
Lee Cobb, Airport Manager 309-833-3324	0	0	•		0	•	•	0	0	0
Marshall County Airport Charie Allen, President 309-246-2870	0	0	0	•	•	•	0	•	0	
Metropolis Municipal Airport	0		0		•	0				
Jerry Caudle, Airport Manager, 618-524-3617 Monmouth Municipal Airport		0	0		•	0	0	•		,
Paul Schuytema, Director of Community 309-734-2141 Mt. Sterling Municipal Airport		•								
Paul Walker, Chairman 217-779-7329			•		•	•		v	1	
Mount Vernon Outland Airport Chris Collins, Airport Director, 618-244-7900	0			0	0	0	0	0		
Olney-Noble Airport Thomas Baker, Airport Manager 618-393-2967	0	0	0		•	•	0	0	0	0
Quincy Regional Airport-Baldwin Field		0	•	0	0	0	0	•	0	0
Marty Stegeman, Interim Transp. Dir. 217-228-4567 Rochelle Municipal Airport			ļ	JL	L	JL	l	l		
Mike Hudetz, Airport Manager 815-562-8619 St. Louis Downtown Airport	0	•	•	0	•	0	0	0		
Erick Dahl, Airport Director 618-337-6060	0	•	•	0	0	0	0	0	•	•
St. Louis Regional Airport Jay Christians, Airport Manager 618-259-2531	0	0	0	0	0	0	0	0	•	0

Client References

CLIENT LIST & SERVICES PROVIDED (Within the Past 3 Years)	Program Development	Planning	Environmental	Land Acquisition	Design Engineering	Construction Observation	Surveying/ Obstruction	Navigational Aids	Buildings/ Facilities	Specialty Projects
ILLINOIS (Cont'd)										
South Suburban Airport Terry Tappenbeck, 217-785-0066		0	•	0						
Southern Illinois Airport Gary Shafer, Airport Manager 618-529-1721 Waukegan National Airport Jim Stanczak, Airport Manager 847-244-0055 INDIANA	0	0	0	0	0	0	0	0		0
Indianapolis International Airport Shannetta Griffin, P.E., Sr. Dir. of Planning & Dev 317-487-9594		0			•	•				0
Monroe County Airport Bruce Payton, Airport Director 812-825-5406 KENTUCKY		0	0	0		•	0	•	0	
Lexington, Blue Grass Airport Mark Day, Dir. of Eng. & Maintenance 859-425-3200					•	0			•	
Louisville, Bowman Field Brian Sinnwell, Dep. Exec. Dir., Planning & Eng. 502-363-8512	0	0	0	0	•	0	0			•
Kentucky Dam Village State Park Airport Craig Farmer, Transp. Eng. II, Aviation Dept. 502-564-4480		•	0				0	0		
Stanton-Powell County Airport Bill Harrison, Jr., Treasurer 859-227-7729	0	0	0	0	0	0	•	0		0
Rough River State Park Airport Craig Farmer, Transp. Eng. II, Aviation Dept. 502-564-4480	•	•	0		•		•			
TENNESSEE										
Murfreesboro Municipal Airport Chad Gehrke, Airport Manager 615-848-3254	0	0	0				0	•		
Tri-Cities Airport David Jones, Director of Operations 423-325-6000 WEST VIRGINIA	•	0	0	0		0	•			
Tri-State Airport Jerry Brienza, Director 304-453-6165 FLORIDA		•	•		0	0		•		
Arcadia Municipal Airport Terry Stewart, City Administrator, 863-494-4114	•	•			0	0	0	•		0
Bartow Municipal Airport Terry Beacham, 863-533-1195					•					
Naples Municipal Airport Kerry Keith, 239-643-0733	0	0	•		0	0	0	0		0
Orlando International Airport Jeff Daniels, 407-825-2089	0					0			0	
Sarasota Bradenton International Airport Kent Bontrager, 941-359-2770					•	0	•	0	0	
Valkaria Airport Steve Borowski, Airport Manager, 321-952-4590 Winter Haven Municipal Airport	•	•	0		0	•			0	0
Leo Treggi, 352-728-9786					0	•	•		0	•

Client References

CLIENT LIST & SERVICES PROVIDED (Within the Past 3 Years)	Program Development	Planning	Environmental	Land Acquisition	Design Engineering	Construction Observation	Surveying! Obstruction	Navigational Aids	Buildings/ Facilities	Specialty Projects
COMPASS SOLUTIONS, LLC		elli, se								
Brisbane International Airport Rafael Enriquez, Project Manager, 703-516-7803 Narita International Airport Rafael Enriquez, Project Manager, 703-516-7803		0								
Portland International Airport Alejandro Schwedhelm, Project Manager, 703-516-7873		0			101 776				,	
QUORUM ARCHITECTS, INC.										
Central Wisconsin Airport Rich Lundeen, Mead & Hunt, 608-273-6380									•	
Fisher-Barton Technology Center Igor Zelenovsky, 920-262-2037									0	
General Mitchel International Airport James Zsebe, P.E., 414-747-5394									0	
QUANTUM SPATIAL, INC.										
General Mitchell International Airport Ryan Meyer, Mead & Hunt, 608-273-6380		•					0			
Minneapolis-St. Paul International Airport John Ahern, TKDA, 651-4401		0					•			

Targeted Business Enterprise

Hanson has teamed with Compass Solutions LLC (Compass Solutions) and Quorum Architects, Inc. (Quorum) to provided added value to the Milwaukee County staff in the preparation of the Lawrence J. Timmerman Airport Business Plan and Master Plan Update Consulting Services. Compass Solutions will be engaged in the business planning and rebranding and marketing tasks. Quorum will work on the space planning for updating the terminal gateway and provide renderings to assist in visualizing the potential gateway to the Milwaukee community. Compass Solutions and Quorum are certified as Disadvantaged Business Enterprise (DBE) firms by Wisconsin Unified Certification Program. Hanson commits to at least 17 percent of the LJTA Business Plan and Master Plan Update consulting service being performed by Compass Solutions and Quorum Architects.





The TBE-14 Form, Commitment to Contract with TBE, will be prepared with each firm as part of the contracting process.

Exhibit 2

OFFICIAL NOTICE NO. 7146 REQUEST FOR QUALIFICATIONS (RFQ)

AIRPORT BUSINESS PLAN AND MASTER PLAN UPDATE CONSULTING SERVICES AT LAWRENCE J. TIMMERMAN AIRPORT MILWAUKEE, WISCONSIN

A. INVITATION

Milwaukee County/Lawrence J. Timmerman Airport (LJTA) is seeking proposals from qualified, experienced airport planning firms to provide airport business planning and related management consulting services which will include development of a business plan and updating the Airport Layout Plan and Master Plan narrative report for LJTA. This Agreement shall be for a term of one hundred and eighty (180) days, commencing November 21, 2016, and ending May 20, 2017, provided, however, that the County shall have the sole right to renew this Agreement for one (1) additional six (6) month term upon the same terms and conditions; provided that such option to renew shall be exercised in writing to the firm not less than thirty (30) days prior to the expiration of said Agreement. Subject to earlier termination as hereinafter provided.

B. GENERAL DESCRIPTION OF LJTA AND MILWAUKEE REGION

Lawrence J. Timmerman Airport is a general aviation public-use airport located on the northwest side of Milwaukee County. A generalized service area for the Airport, based upon the addresses of businesses and individuals who base their aircraft at the Airport, has been defined by the Southeastern Wisconsin Regional Planning Commission (SEWRPC) as the central and northern portions of Milwaukee County, northeastern Waukesha County, southern Ozaukee County, and southeastern Washington County.

The Airport is located within the corporate limits of the City of Milwaukee, with several land parcels south of Hampton Avenue within the corporate limits of Wauwatosa. Access is provided from Appleton Avenue via Hampton Avenue/91st Street (Swan Road) or Silver Spring Drive, with interchanges available to both approaches from U.S. Highway 45 (Zoo Freeway).

According to 2010 census information, the population of the Milwaukee Standard Metropolitan Statistical Area (SMSA), which includes the counties of Milwaukee, Ozaukee, Washington, and Waukesha, was 1,555,908. This was an 8.60% increase from the 2000 census data.

Aside from Lawrence J. Timmerman Airport and General Mitchell International Airport, there are no other publicly owned airports within Milwaukee County. Several publicly owned airports exist in counties adjacent to Milwaukee County.

At last count, there were approximately 69 aircraft based at LJTA comprised of 57 single engine aircraft, 8 multi-engine aircraft, 2 jet aircraft, and 2 helicopter aircraft. According to fuel flowage statistics furnished by the present fixed base operator and other operators,

general aviation fuel receipts in 2015 at LJTA were 74,752 gallons for Jet A fuel and 66,792 gallons for 100LL fuel.

Airport operations recorded by the FAA Control Tower in 2015 were 26,957 and were reported in the following categories:

Itinerant Air Carrier	. 2
Itinerant Air Taxi	499
Itinerant GA/Civil	12,435
Itinerant Military	38
Local GA	13,933
Local Military	50

Other historical data can be found at:

http://www.mitchellairport.com/airport-information/facts-and-stats

C. KEY ISSUES FOR CONSULTANT TO CONSIDER

Some key issues to be considered in the Business Plan will include the following:

- 1. Running the Airport as a Business
- 2. Client Retention
- 3. Airport Land Lease
- 4. Attraction of Corporate Aviation
- 5. Airport Branding
- 6. Market Niche
- 7. Coordinated Airport Marketing
- 8. Streamlining Compatible Aviation and Non-Aviation Development Processes
- 9. Attraction and Support of Aviation-Dependent Businesses

D. BUSINESS PLAN SCOPE OF SERVICES

The scope of services required by the Airport in this RFQ consist of the assessment of potential ways to improve the Airport's financial performance, economic development, and operation. The scope of services shall include but not be limited to:

- 1. Identify strategic initiatives for Airport development and operation.
- 2. Present a suggested branding strategy for Timmerman.
- 3. Analyze the potential impacts of the attraction of more corporate aviation.
- 4. Develop retention and expansion strategies for existing tenants.
- 5. Identify the need for an advertising and/or marketing strategy for the Airport.
- 6. Explore new Northwest Milwaukee business opportunities including development/use of available Airport lands.
- 7. Identify potential partnering opportunities with area businesses.

- 8. Identify current business practices, lease terms, and systems.
- 9. Identify any operational or staffing issues that may be improved.
- 10. Identify needed Airport amenities and/or services.
- 11. Identify potential Airport development funding opportunities.
- 12. Discuss capital investment options.
- 13. Present financial pro formas for the recommended plan.
- 14. Present an option for Milwaukee County to own and operate the FBO at Timmerman.
- 15. Other financial services on an as-needed basis.

E. AIRPORT CONSULTANT SELECTION CRITERIA

The selection of a firm to provide professional services for this project will be based upon the following criteria:

- 1. The qualifications of the firm and personnel for the specific type of work required for this project (30%);
- 2. The level of previous experience in airport planning and business plan analysis (30%);
- 3. The proposer's program for the direct involvement of Targeted Business Enterprise (TBEs); the County has established a TBE participation goal of 17% for this contract (Y/N);
- 4. The client references for work performed on similar projects (20%); and
- 5. The quality of the proposal with regard to the firm's understanding of the project goals (20%).

F. PREPARATION OF PROPOSALS

Proposals should be prepared in sufficient detail to permit Airport staff to evaluate the firm's understanding of the Scope of the Project. Further, the proposal should contain, at a minimum, the following items:

- 1. Background information describing the firm and its personnel that illustrates a level of experience sufficient to successfully complete this project;
- 2. The specific services that will be performed by the firm for each of the elements of this project, including, but not limited to the items listed in scope of services;
- 3. Client references, including a contact and telephone number, for all services provided and all work done by firm on airport projects in the last three (3) years; and

4. TARGETED BUSINESS ENTERPRISE REQUIREMENTS

The contract has a Targeted Business Enterprise (TBE) participation goal of 17%. To be considered responsive, you must submit *Commitment to Contract* (TBE-14) form(s) (Attachment A) with your Bid/Proposal, one completed for each of the TBE firms you intend to utilize.

Community Business Development Partners (CBDP) is responsible for monitoring and enforcing Milwaukee County's Targeted Business Enterprise (TBE) Program for inclusion of small business. Targeted firms include DBE and SBE firms certified under Federal regulations and WBE and MBE certifications from the State of Wisconsin DOA. Participation goals are set for each project and determined by the capacity and availability of firms to perform work included in the project scopes. Prime contractors qualification statements will include examples of past performance for utilization of small business, and proposals for use of certified firms for this project.

The TBE-14 form must identify (1) the TBE firm by name and address, (2) the scope(s) of work/service(s) to be provided, (3) the dollar amount of such work, and (4) the percentage of the TBE goal to be met. Community Business Development Partners (CBDP) may reject your Bid/Proposal for failing to identify this information for each TBE.

Contact CBDP at 414-278-4851 or <a href="mailto:cobaccam:

http://wisconsindot.gov/Pages/doing-bus/civil-rights/DBE/certified-firms.aspx

The official directory for MBE and WBE certifications from the State of Wisconsin DOA link:

https://wisdp.wi.gov/search.aspx

During the contract term, the successful Bidder/Proposer will use the County's online reporting system to document TBE participation. Contract compliance is monitored through review of payment data reported in the Diversity Management and Compliance System, utilizing B2GNow software. Contractors are required to report payments received and paid to subcontractors in the system. There is no cost to the Prime or any subcontractor, the only requirement is to become a registered user and complete the one hour webinar training.

Community Business Development Partners (CBDP) is responsible for monitoring and enforcing Milwaukee County's Targeted Business Enterprise (TBE) Program for inclusion of small business. Targeted firms include DBE and SBE firms certified under Federal regulations and WBE and MBE certifications from the State of Wisconsin DOA. Participation goals are set for each project and

determined by the capacity and availability of firms to perform work included in the project scopes. Prime contractors qualification statements will include examples of past performance for utilization of small business, and proposals for use of certified firms for this project.

Community Business Development Partners (CBDP) is responsible for designing, implementing, monitoring and enforcing Milwaukee County's Targeted Business Enterprise (TBE) Program, in compliance with County Ordinance and Federal Regulation. Reporting is accomplished from collection of data in the Diversity Management and Compliance System, utilizing B2GNow software. Contractors are required to report payments received and paid to subcontractors in the system. There is no cost to the Prime or any subcontractor, the only requirement is to become a registered user and complete the one hour webinar training.

G. TIMELINE

The timeline for this RFQ is as follows:

September 15, 2016	Advertise for proposals
October 3, 2016 @ 1:00 p.m.	Proposals due
October 17, 2016	Complete evaluation and selection
November 21, 2016	Agreement executed and term begins

H. RIGHTS

The County reserves the right, in its sole discretion, to reject any proposal which, in the County's sole and absolute opinion demonstrates that the proposer does not have the qualifications or the necessary experience, the financial capacity or the ability to perform the Scope of Work, or any non-responsive proposal or any proposal submitted without the required information. In addition, any Proposal not in compliance with the procedural requirements for submitting a Proposal may be rejected. The County reserves the right, in its sole discretion, to reject any or all Proposals in whole or in part with or without cause; to negotiate for the modification of any Proposal; to advertise for new Proposals; to waive minor irregularities and formalities; or to proceed to have the services performed in a manner other than that described in this RFQ. The County also reserves the right, in its sole discretion, to establish a "cure" period in the event that a proposer(s) has not submitted the required information, for the purpose of obtaining complete Proposals and/or curing other defects in a Proposal. The County, in addition to the previously stipulated reservation, reserves the right, in its sole discretion, to disqualify any proposer and reject any Proposal submitted that is not, in the County's sole and absolute discretion competent to perform the work and services contemplated in this RFQ. The submission of a Proposal by any proposer shall not in any way commit the County to enter into a contract with that proposer or any other proposer. This list of the County's rights is not allinclusive.

I. CAUSES FOR DISQUALIFICATION.

- 1. The County reserves the right to reject any proposer which, in the County's opinion, does not possess adequate qualifications. The County reserves the right to waive minor irregularities and formalities.
- 2. More than one proposal for the same RFQ under the same or different names will not be considered. Reasonable grounds for believing that the proposer possesses an interest in more than one proposal for the same RFQ will cause the rejection of all proposals for that RFQ in which the proposer has such an interest. One or all proposals will be rejected if there is reason for believing that collusion exists among the proposers, and no participant in such collusion will be considered in future proposals for consulting services.
- 3. Proposals will not be accepted from any proposer that is in arrears or is in default to the County upon any debt or contract or that is or was a defaulter as surety or otherwise, on any obligation to the County or has failed to perform faithfully any previous contract with the County or has refused to enter into an agreement with the County after having been awarded same.
- 4. In addition, any of the following may be considered a sufficient reason for the disqualification of a proposer and the rejection of the proposal:
 - a. An incomplete submittal of the proposal;
 - b. The lack of the business skills or financial resources necessary to successfully satisfy the requirements of this RFQ;
 - c. A lack of responsibility as shown by past work, references, or other factors; or
 - d. The submission of a proposal package that is incomplete, conditional, ambiguous, obscure or which contains alterations not called for, or irregularities of any kind.

J. EXPENSES

All expenses incurred by the proposer in preparing its response to this RFQ and in seeking award of this contract shall be borne solely by the proposer.

K. ANTI-LOBBYING PROVISIONS

Except as otherwise provided herein, all proposers shall refrain, under penalty of disqualification, from direct or indirect contact for the purpose of influencing the selection or creating bias in the selection process with any person who may play a part in the selection process, including the evaluation team. This section is not meant to preclude proposers from discussing their proposals with one or more members of the

County, provided such meetings are scheduled, conducted in person, and are posted as open meetings by the County at least 24 hours prior to the scheduled meeting. The County's posting shall include and identify the meeting participants, the subject matter of the meeting and shall invite the public and press to participate. No contacts made by telephone, other than to schedule a public meeting, are permitted, and copies of contacts made via letter, FAX, e-mail or other written method may be made available to the public, the press and all other bidders.

L. CONFLICT IN LANGUAGE

In the event of any discrepancy between this information to proposers and the Agreement, the terms of the Agreement shall prevail.

M. PROFESSIONAL SERVICES CONTRACT

As required in Section 56.30 of the Milwaukee County Code of General Ordinances, the successful proposer shall enter into a professional services contract with Milwaukee County. The contract will incorporate by reference the firm's proposal and the County's Request for Qualification. If there is a conflict between these documents, the County's Request for Qualification shall govern, unless otherwise provided for in writing. If the proposer takes exception to any of the provisions in these documents, the proposer must in a separate, written attachment state the exception and proposes alternative provisions. A sample contract attached hereto as Exhibit 1.

N. PROPERTY OF THE COUNTY

Upon receipt, the Proposal shall become the property of the County. The County shall have the right to use or dispose of each proposal in any way without payment or liability of any kind whatsoever.

O. QUESTIONS

If the proposer finds a discrepancy in, or omission from, this document or any of its attachments, has any doubts as to their true meaning, requires any additional information to prepare the Proposal, the proposer shall notify in writing or via electronic mail to:

Kim Berry, A.A.E.

General Mitchell International Airport - MKE
5300 South Howell Ave.,
Milwaukee, WI 53207
414.747.3889
kberry@mitchellairport.com

Responses to the written comments will be posted on the Airport and County websites in the form of an addendum to the proposal document. Milwaukee County will not respond to any oral requests and will not be responsible for any oral instructions. Interested parties are encouraged to check the Airport website www.mitchellairport.com under the

Airport Information "Business Opportunities" link and the County website http://county.milwaukee.gov/bop for addenda to this Official Notice No. 7146.

The County will not be responsible for any oral instructions given with regard to the completion and submission of any Proposal. Any interpretation of this RFQ or any of its attachments will be made only by duly issued written addendum. The County will not be responsible for any other explanations or interpretations of this RFQ or any of its attachments.

- 1. The proposer shall carefully examine the entire contents of this RFQ including any attachments, addenda and the premises of the Airport, and shall judge for itself all circumstances and conditions affecting its Proposal.
- 2. All information or data contained in the RFQ and any subsequent addenda, while believed to be reliable, are to be used by the proposer at its sole risk, and the County, its officers, employees, and agents do not accept any responsibility or liability in any fashion for its use by the proposer in structuring a proposal in response to this RFQ.

P. NOT A CONTRACT

This RFQ is not to be construed as a contract or a commitment of any kind by the County; nor does it commit the County to pay for any costs incurred by a proposer in the submission of a Proposal or for any costs incurred prior to the execution of a formal contract with the County. The submission of a proposal in response to this RFQ does not impose any legal obligation on the County or the proposer submitting the proposal, nor does it create any contract or quasi contractual relationship between the County or the proposer.

Q. SELECTION OF CONSULTANT

- 1. The selection of the successful proposer will be made by a three (3) member committee (the "Selection Committee"). The Selection Committee in its sole judgment and in the best interests of the County and the Airport will select the top responsive proposers best qualified to perform the services described in this RFQ.
- 2. A time will then be established by the County for finalizing the scope of work and the negotiation and drafting of the terms of an Agreement with the highest-scoring proposer, including without limitation, the fee structure with the selected proposer(s). If the highest-scoring proposer refuses or neglects to timely execute an Agreement on terms acceptable to the County or fails to timely furnish the required proof of insurance, bonds, affidavits, or other required documents as requested by the County, the County may, in its sole and absolute discretion, then award the Agreement to the next highest-scoring proposer best qualified to perform the services, as determined by the Selection Committee. If selected, the second proposer shall be subject to the same procedures and timetables as provided herein. If the second highest-scoring proposer also fails or refuses to fully execute the agreement or fails to timely furnish the requested proof of insurance, bonds, affidavits, or other documents requested by the County, the next highest-scoring

proposer, if selected, will be subject to the foregoing provisions and so on as determined by the Selection Committee. At any time, however, the County may determine, in its absolute and sole discretion, to terminate this RFQ and to cancel this RFQ or to reissue another RFQ.

R. CODE OF ETHICS

Section 9.05 (amended March 17, 2004) of the Milwaukee County Code of General Ordinances of provides:

(2) (1) No person(s) with a personal financial interest in the approval or denial of a contract being considered by a County department or with an agency funded and regulated by a County department, may make a campaign contribution to any County official who has approval authority over that contract during its consideration. Contract consideration shall begin when a contract is submitted directly to a County department or to an agency until the contract has reached final disposition, including adoption, county executive action, proceedings on veto (if necessary), or departmental approval. This provision does not apply to those items covered by Section 9.15 unless an acceptance by an elected official would conflict with this section.

S. PROOF OF INSURANCE

Indemnity. Contractor/Consultant agrees to the fullest extent permitted by law to indemnify, defend and hold the County harmless, including its agents, officers and employees, from and against all loss or expense, including costs and attorney's fees, by reason of claims made under worker's compensation law and/or liability for damages or loss including suits at law or in equity, caused by any wrongful, intentional, or negligent act or omission of Contractor/Consultant, or its agents which may arise out of or are connected with the activities or operations of Contractor/Consultant covered by this Agreement, including any claim or award of damages arising out of U.S. patent, trademark or copyright infringement, all without the County waiving any governmental immunity or other right available to the County under Wisconsin Law.

Contractor/Consultant shall indemnify and save the 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.

<u>Insurance</u>. Contractor/Consultant 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 Workers 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/Consultant shall provide evidence of the following coverages and minimum amounts.

Type of Coverage	Minimum Limits
Wisconsin Workers' Compensation	Statutory; Waiver of Subrogation
Employer's Liability Commercial or Comprehensive General Liability	\$100,000/\$500,000/\$100,000
General Aggregate Bodily Injury & Property Damage Personal Injury Contractual Liability Fire Legal Liability	\$1,000,000 Per Occurrence \$1,000,000 Aggregate \$1,000,000 Per Person \$1,000,000 Per Occurrence \$50,000 Per Occurrence
Professional Liability	
Errors & Omissions Refer to paragraph A.2. for additional conditions	\$1,000,000 Per Occurrence
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, on Comprehensive General Liability and Automobile Liability, shall be named as an additional insured for General, Automobile, Garage Keepers Legal and Environmental Impairment Liability, 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/Consultant 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/Consultant 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/Consultant 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/Consultant 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 Contractor/Consultant prior to Contractor/Consultant effecting any change in conditions as contained in this section. Waivers shall not be unduly withheld nor denied without consultation with the Consultant.

T. PROPOSAL SUBMISSION

One (1) original and Three (3) copies of the proposal must be received at the Milwaukee County Courthouse, no later than 1:00 p.m., CST, October 3, 2016. Late proposals and faxed or e-mailed proposals will not be considered. Proposals should be addressed to:

Official Notice No.7146
AIRPORT BUSINESS PLAN AND MASTER PLAN UPDATE
CONSULTING SERVICES PROPOSAL
At Lawrence J. Timmerman Airport
Milwaukee, Wisconsin

County Clerk
County of Milwaukee
Room 105, Courthouse
901 North Ninth Street
Milwaukee, WI 53233

OFFICIAL NOTICE NO. 7146

The County reserves the right to accept or reject any or all proposals for any reason that Milwaukee County determines to be in the best interests of the County and reserves the right to negotiate the terms and conditions of the proposal with the respondent which, in the County's sole judgment, submits the best proposal.

H Private Propenies Miraide Request for Qualifications Timmerman Master Plan Timmerman Muster Plan RFQ docx

Attachment A

Exhibit 3



Lawrence J. Timmerman Airport (LJTA) Airport Business Plan and Master Plan Update Scope of Work November 1, 2016 v1

To provide a strategic business plan to guide development at Lawrence J. Timmerman Airport (LJTA), Hanson Professional Services Inc. and team members (Consultant) will develop an airport business plan and update the Airport Layout Plan (ALP) drawing and Master Plan narrative report for LJTA. The focus of this study is the airport business plan with the updates to the ALP and a narrative report to support the business plan.

Element 1 - Inventory Current Conditions

The most recent planning document for LJTA is the Strategic Development & Airport Master Plan Study accepted by the Milwaukee County Board of Supervisors on February 7, 2008 (2008 Master Plan). The purpose of Element 1 – Inventory Current Conditions is to capture the existing conditions and any changes since the 2008 Master Plan, both in terms of physical facilities and existing and potential users and developers.

Task 1.1 - Gather Existing Documentation on LJTA

The Consultant will gather the following existing documents to provide information on existing conditions including but not limited to:

- Local and departmental organizational chart/staffing information
- · Current financial data including operating costs and administrative practices and systems
- Operational/security programs
- Capital development and asset management programs
- Minimum standards for commercial aeronautical activities
- Lease documents
- Rules and regulations documents
- Any existing best practices documents
- Existing planning documents
- Existing pavement condition study/pavement management plan
- Airport operational data, including tenant and based aircraft lists, aviation activity reports, airport events, and know transient users
- Development and transportation plans for the area surrounding LJTA

Task 1.2 - Outreach to Users and Businesses

To better identify the current and desired assets and amenities at LJTA, a series of stakeholder, potential users and business interviews will be conducted. The data obtained through the interviews shall be used in defining LJTA's market role and in the development of the business plan.

Working with Milwaukee County staff and the fixed base operator (FBO) the Consultant will identify key stakeholders for interviews including:

- Current stakeholders at LJTA, businesses and representative private aviation users
- Business users of other aviation facilities in LJTA's market area
- Local business that could help drive market growth

 Local brokers/developers that could be interested in aviation or non-aviation development at LJTA.

The interviews will be conducted in person as well as by telephone. The Consultant shall conduct face-to-face interviews with stakeholders and current users, while potential users and local business will be interviewed via telephone.

The timeline for concluding the interviews will be approximately thirty (30 days). Our goal is to conduct a minimum of 50 interviews.

Task 1.3 - Develop Stakeholder Committee

Through the stakeholder interview process, a committee of stakeholders including key tenants, users, local businesses and leaders will be established. This committee will serve as a sounding board during the business planning process and could be available to assist during the implementation process.

Task 1.4 - Condition Assessment of Existing Facilities at LJTA

A kick-off meeting and two day site visit will be conducted to review the conditions of existing facilities. During that site visit, the Consultant will review and assess in general terms the condition of each of the facilities at LJTA. The goal of this assessment is to gather sufficient data to identify maintenance needs and develop an estimate of maintenance and ongoing costs. The facility size, age and general condition (excellent, good, fair and poor) will be identified along with its intended function and ability to meet that function. The assessment analysis will also consider whether the condition or function of facilities is such that it would be more effective to remove them opening that area for redevelopment.

There are limited drawings depicting the interior of the existing terminal building and no known editable electronic files of it. This information is needed to evaluate the existing facilities against facility requirements for the market role to be identified as part of the study. Therefore, as part of the condition assessment, field measurements will be made of the terminal building to verify and augment the existing limited information to produce drawings of the existing interior layout that will be used to evaluate future terminal alternatives and will also be made available to the County to update their documentation for LJTA.

Task 1.5 - Aviation Activity Projections

The Federal Aviation Administration (FAA) Terminal Area Forecast (TAF) along with national growth rate for the FAA Aerospace Forecasts will be used by the Consultant to develop the baseline forecast of future activity. Data from the Air Traffic Control Tower (ATCT) will be used to validate the baseline forecast and develop local/itinerant split and peak levels. As the goal of this business plan is to increase activity at LJTA, the baseline forecast will be augmented with critical aircraft activity operational requirements data from the stakeholder interview process, especially for the out years after the implementation of the strategic goals. Using the TAF combined with interview data will be more reflective of the potential for growth at LJTA for aviation development planning than new statistical analysis.

Task 1.6 - Environmental Overview

Using existing resources, a list of environmental factors from FAA Order 1050.1F, Environmental Impacts: Policies and Procedures, will be reviewed to determine those not applicable and those that are potentially applicable for proposed development. This data will be summarized in a tabular format. No field analysis or noise analysis is included as a part of this task.

Element 1 Deliverables:

Summary memo of outreach interviews

Recommendation of membership for stakeholder committee

Existing condition chapter for narrative report including aviation

forecasts and environmental overview

Element 2 - Define Aviation Services and Facility Requirements

This element uses the data collected in Element 1 to define the user needs and potential market for LJTA. It also defines the strategic initiatives to be established by the business plan and ALP update.

Task 2.1 – Prepare Facility Requirements Matrix

Based on the condition assessment and input from the stakeholder and business interviews, the Consultant will develop a facility requirements matrix. This matrix will identify the type of facility, size and level of service that is desired for airside and landside facilities.

Task 2.2 - Assess Options for FBO Operations

Aviation services are currently provided by a fixed base operator (FBO) that is a private business entity. In case there would be a time that as a public entity Milwaukee County would need to exercise exclusive right privileges, the Consultant will identify the level of service that would need to be provided and an estimate of investment and operational costs.

Task 2.3 – Identify Strategic Initiatives for LJTA Development and Operations

Using the facility requirements matrix, working with Milwaukee County staff, the Consultant will define the market role for LJTA and identify strategic initiatives to increase operations, retain and grow business, increase revenue and reduce operational costs. These strategic initiatives will be identified through a one day planning charrette including County staff and key stakeholders.

Element 2 Deliverables:

Facility Requirements Matrix FBO Service Requirements Memo Strategic Initiatives Charrette Strategic Initiatives Summary Memo

Element 3 – Alternatives Analysis

The alternatives analysis will progress from the most essential aviation function, the airfield, through the landside and non-aviation development alternatives. Because some development is anticipated to be needed to meet the strategic initiatives identified for LJTA, preliminary airfield and terminal and hangar area alternatives will be prepared to be considered as part of the strategic initiatives charrette in Task 2.3.

Task 3.1 – Airfield Alternatives to Optimize Runway Length

LJTA currently has limited runway length to support the current fleet of corporate aircraft. Runway 15L/33R is the longest existing runway and has the most potential for accommodating additional runway length. The Consultant will identify alternatives to optimize the available runway length

on Runway 15L/33R or a realigned Runway 15L/33 R, balancing user needs with development costs and impacts. The alternatives will be considered per the current Federal Aviation Administration (FAA) standards. The Consultant will identify runway extension alternatives starting by reviewing the runway alternatives considered in the 2008 Master Plan but applying current FAA design standards. The previously considered runway alternatives will be modified to meet the current FAA design standards, including guidance on development within a Runway Protection Zone (RPZ). The advantages, disadvantages and associated development cost will be identified for each viable alternative for additional runway length at LJTA. These alternatives will be coordinated with Milwaukee County staff to identify the preferred alternative. The preferred alternative will be coordinated with Wisconsin Department of Transportation, Bureau of Aeronautics (WisDOT) and FAA Chicago Airports District Office to obtain their support and address any questions.

Based upon the preferred runway alternative, alternatives for required modifications to taxiways or aprons to support the runway alternative will be identified. The preferred airfield alternatives will serve as the basis for updating the ALP documents. The preliminary airfield alternatives will be considered as part of the strategic initiatives charrette.

Task 3.2 - Terminal and Hangar Area Development Alternatives

The Consultant will use the airfield alternatives to identify the area available for terminal and hangar development alternatives. Making use of the facility assessment up to three alternatives for development and/or redevelopment/reconfiguration of the existing terminal and hangar area will be prepared. The ownership of the park and ride lot will be assessed as part of this alternatives analysis. These alternatives will include the consideration of demolition of existing buildings based on the condition assessment and operational cost analysis to improve the connectivity between airside and landside functions. The alternatives will take into consideration site access, flow through the terminal building and security. These development alternatives will be considered as part of the strategic initiatives charrette.

Task 3.3 – Terminal Building Alternatives

The current terminal building is a Curtiss Wright hangar. While preserving its historical significance, it is anticipated that improvements will be needed to meet the facility requirements identified in the study. Using the information from the aviation activity forecasts and user interviews, functional space sizing and flow through the terminal will be developed. Coordinating with the terminal and hangar area development alternatives, two to three alternatives to provide this functional space within the existing building or an expanded building will be developed. Estimates of conceptual construction cost and any challenges to developing the alternative will be prepared. The terminal building alternatives will be reviewed as part strategic initiative in conjunction with the terminal and hangar area alternatives. A rendered floor plan will be prepared for the preferred alternative.

Task 3.4 – Non-aviation Development Alternatives

It is anticipated that after identifying the areas needed to support airfield and landside aviation development, there will be space available for non-aviation development that can be used to support the aviation operations. Making use of the information gathered during the stakeholder interviews, areas for and potential uses will be identified for non-aviation development. These alternatives will be prepared from the perspective of improving the revenue producing capability

of property at LJTA. Improvements that the County would need to make their property more attractive to aviation and non-aviation development will also be identified. This analysis will include the future redevelopment opportunities of the current VOR safety area as the Timmerman VOR located on LJTA is slated by the FAA for decommissioning by 2020. This analysis will be coordinated with the establishment of the property development plan in Task 4.3. These alternatives will be reviewed as part of the business planning workshop in Element 4.

Task 3.5 – Prepare Probable Development and Maintenance Costs and Implementation

To support the alternatives analysis, where applicable magnitude of cost estimates will be developed to assist in evaluating the alternatives. As part of this analysis, maintenance costs (Capital Maintenance) or demolition costs and timing that could impact the selection of a preferred alternative will also be identified.

For the preferred alternatives, an implementation plan will be developed, identifying development proposed for the short, intermediate and long term and the associated capital development expenditures (CAPEX). Concept level cost estimates will be prepared for the projects in the capital project implementation plan. In addition, the Consultant will prepare estimates of probable maintenance costs to preserve or remove existing infrastructure. During the development of a 20 year conceptual profit and loss pro forma in Task 5.4 the preliminary implementation plan will be revised as needed to best fit within the overall business plan.

As a part of estimating the probable construction costs, the eligibility for capital improvements for FAA Airport Improvement Program (AIP) grant funding will be identified. In addition to identifying the projects eligibility, their rating within the FAA's national priority system will also be identified as an indication of the likelihood to obtain grant funding. The capital improvements will be coordinated with County staff to identify opportunities to optimize FAA, Local, State or other funding sources.

Element 3 Deliverables:

Alternatives Analysis chapter for narrative report
Terminal building space planning memo and alternatives
Rendered floor plan of preferred terminal alternative
Capital project implementation plan

Element 4 - Branding and Marketing Plan Development

Tying LJTA's rich aviation history with its intended role from the market analysis the Consultant will develop a framework for a branding and marketing plan that can be targeted to current and potential users, general public and the business community within LJTA catchment area.

Task 4.1 – Develop Framework for Updated LJTA Brand

Drawing on information from existing resources, user interviews and the community, messaging to be conveyed by the LJTA brand and key elements will be identified. Recommendations for logo development, colors and theme will be provided. Developing the framework for the rebranding will be done in coordination with the FBO to provide a unified vision for the LJTA brand. Consideration will be given to modifying the LJTA name to provide more location recognition as part of this task. The branding framework will be prepared to provide a guide for County staff to pursue a full rebranding program with appropriate coordination with County officials.

Task 4.2 - Develop Framework for Marketing/Outreach Strategy

Multiple media are available for use in a marketing plan including electronic and print media; air shows/aviation festivals/fly-ins. The Consultant will identify the advantages and disadvantages of various media and the desired audience for each to provide a marketing strategy for the facilities, services and development opportunities available at LJTA. The marketing strategy will also include recommendations on in-house staff conducting the marketing program versus outsourced marketing duties and coordination of marketing among the County and FBO. The marking/outreach strategy will be prepared to provide a guide for County staff to pursue the implementation of a marketing and outreach program.

As part of the marketing strategy development, the Consultant will develop the framework for a local business outreach plan that will allow County staff to improve their brand with local corporate aviation users on a long term basis. The plan will be structured to give the county a forum for improving their corporate aviation business prospects, retaining existing businesses, as well as helping achieve their property development goals for LJTA.

A branding and marketing workshop will be conducted with County staff and key stakeholders to review and refine the branding and marketing recommendations.

Task 4.3 - Establish Property Development Plan

The Consultant will use the information derived from interviews with the local developer/broker and the business community to recommend a solid property development plan for both aviation and non-aviation property. The plan will include best practices for property development process, procedures, internal staffing requirements and professional skills necessary to be successful. It will also identify County policy consideration with regard to implementation of a property development plan.

Element 4 Deliverables:

Framework for Branding Strategy memo

Framework for Marketing/Outreach Strategy memo

Branding and marketing workshop

Property Development Plan

Element 5 – Prepare Operational and Financial Business Plan

The analysis in the previous tasks establishes the foundation for and input into building a business plan for LJTA. Evaluation of current conditions related to the business plan will occur concurrent with the previous tasks so that preliminary information is available for the planning charrette. Element 5 prepares the analysis for future operations at LJTA.

At the high level, the consultant will review previous related planning activities, such as the LJTA SWOT analysis, the airport master plan, and any related local transportation planning documents. Additionally, the Consultant will work to understand the overall mission and vision for LJTA. The Consultant will develop an understanding of the economic development goals of the community, and also work toward an alignment with the local government's goals for public sector property development.

Task 5.1 - Develop Administrative Business Best Management Practices

The Consultant will analyze current administration, organization staffing and financial systems, processes and procedures with respect to industry best practices and make improvement recommendations. This analysis will consider and make recommendations regarding optimal staffing levels and organizational structure. Additionally, the Consultant will review and make recommendations as necessary regarding the following;

- Administrative systems; the Consultant will review current administrative systems and procedures, and recommend any necessary modifications or best practices
- Financial systems; the Consultant will review current business data and financial management practices and recommend any modifications toward best practices that will make financial transactions more efficient going forward.
- Leases and lease management; the Consultant will review current leasing policy and lease management procedures, and will recommend any modifications necessary toward better management control and best practices
- Property development; the Consultant will review all property development related goals, policies and practices, and will make recommendations regarding best practices related to revenue development, investment required by the private and public sectors, and best practices for brokers, developers and master developers
- Key Performance Indicators; the consultant will review any existing KPI's and make recommendations for developing a set of KPI's that are relevant and beneficial to the management of LJTA on an ongoing basis from the financial and administrative perspective
- Policy review; the consultant will conduct a high level policy review and ensure that all
 recommendations are in alignment with current policy. The Consultant will work with the
 project manager and staff to develop any policies that might need to be modified in order
 to improve the financial and administrative performance of LJTA
- Staffing; the Consultant will review all staffing both direct, third party and allocated, and will make recommendations regarding found efficiencies or potential improvements. This analysis will include recommendations regarding the appropriate chartering of existing employees
- Rates and charges policy; the Consultant will review the existing policy and will work with the project manager and staff toward the development of a rates and charges policy that can be used to benefit all users as well as the County going forward
- Marketing and branding policy; the consultant will work with the project manager and staff toward the development of a written marketing and branding policy which will be used to inform the marketing and branding analysis of the plan

Task 5.2 - Develop Operational Best Management Practices

The Consultant will analyze current operational/security practices and related assets with respect to industry best practices and make recommendations for improvements or upgrades. This analysis will consider both physical facility and procedural challenges and opportunities.

The Consultant will consider and make recommendations on the following operational items:

 Asset Management; the Consultant will document current practices and define best practices. Information will be brought forward from the facility condition assessment for this task

- Safety and security; the Consultant will document current practices and define best practices regarding equipment, technology, operational protocols, security protocols, safety/security staffing and protocols, mutual aid agreements, lighting, communications and airport wide users groups
- Emergency planning; the Consultant will document current practices and define best practices regarding emergency planning and resiliency
- Safety/security policy development; safety management policy if in existence, the Consultant will document current practices and recommend modifications or improvements for best practices
- Minimum standards and airport rules and regulations; the Consultant will review current documents and recommend modifications or improvements that would improve managerial control and efficiency
- Engineering and Development; the Consultant will review and document the current practices for the ongoing planning, engineering and development of the airport. The consultant will make recommendations regarding best practices for efficiently delivering capital maintenance and major capital improvement for the organization
- Key Performance Indicators; the Consultant will review any existing KPI's for the operations, safety/security realm and will make recommendations regarding the adoption of a set that will allow the County to better manage the facility on a long term basis

Task 5.3 - Identify Potential Development Revenue

The Consultant will analyze the total revenue structure through the review of existing leases and other revenue production means at LJTA and benchmark it to similar/competitive airports in the market. The Consultant will also analyze these leases for their ability to generate reasonable revenues and to offer a reasonable return on investment for any facilities in which the County has invested. Best practices will be brought forward from Task 5.1 to aid in the revenue generation analysis. Based upon the market analysis from the stakeholder and business interviews and the aviation activity forecasts, the Consultant will identify the potential revenue by source that could be generated from both aviation activity development and non-aviation activity development.

Task 5.4 - Identify Opportunities to Reduce Operating Costs

With the information, recommendations and best practices derived in Task 5.2, The Consultant will analyze the total cost structure and make recommendations for minimizing operating expense (OPEX) spend. This analysis will consider the annual capital maintenance costs identified through the facility assessment and look at the cost allocation through the County and other cost basis items including staffing, utilities, third party services maintenance and operating costs and other OPEX categories. The Consultant will attempt to optimize and find efficiencies for all forms of OPEX spend in this analysis and work with the County toward developing solid ideas that will reduce the long term OPEX requirement at LJTA.

Task 5.5 – Prepare Conceptual 20 Year Profit and Loss Pro Forma

The Consultant will bring forward the results of the analysis in Tasks 5.1 and 5.2, regarding baseline OPEX, Capital Maintenance and CAPEX spend. This baseline will begin to populate the expense side of the profit and loss pro forma. Additionally, the consultant will use the results of the business plan revenue development analysis to baseline and forecast revenues and expected revenue growth to populate the revenue side of the conceptual pro-forma analysis. This analysis is conceptual in nature because in the out years revenues and to some extent costs are impacted

by the greater economy, and development policies that may or may not be adopted by the County. This analysis will provide an indication of the benefits that might be derived through following the recommendations the consultant will make as a result of this business plan. The consultant will adopt a conservative estimate of new revenue production that could result from adoption of plan recommendations and policies. This indication of profitability, or bottom line benefits will help the County in planning for major capital expenditures, and will also aid the County in the implementation of recommendations and policies that would allow the long term vision for LJTA to achieve its goals. The Consultant will attempt to overlay the long term capital program with the bottom line results of the pro-forma analysis to give the County an understanding of the magnitude of cash subsides that would be required for both long term OPEX and CAPEX. The results of the facility planning will be brought forward to aid in this analysis.

This initial 20-year pro forma will be reviewed in coordination with County staff and revised to refine the capital project and business plan implementation strategy.

A business planning workshop will be conducted on-site with County staff and key stakeholders to review the findings of the business planning and refine the Conceptual 20 Year Profit and Loss Pro Forma to best reflect the desired business plan implementation.

Element 5 Deliverables:

Administrative Best Management Practice Recommendation Memo

Operational Best Management Practice Recommendation Memo

Potential Revenue Development Summary Memo

Conceptual 20 Year Pro Forma Business Planning Workshop

Element 6 - Prepare Master Plan/Business Plan Report

Element 6 captures the analysis of this study and resulting memos into a summary report to provide the guidance for implementing the business plan recommendations.

Task 6.1 - Define Key Performance Indicators

As a result of the analysis in Tasks 5.1 and 5.2, Key Performance Indicators (KPI) will be developed by the Consultant in coordination with County staff for the financial/administrative, operational and capital categories of the business plan. Implementation of these KPIs will allow the County to implement a business dashboard perspective for the management of the LJTA. These KPIs will enable the County to track progress and make future adjustments to the operations of LJTA as needed to meet evolving conditions. The recommended KPIs will be discussed during the business planning workshop in Element 5.

Task 6.2 - Prepare Narrative Report for Business Plan/Master Plan Update

The Consultant will prepare a summary report with two sections focusing on the facility recommendations to support the ALP update and the business plan. The first section will be related to the ALP update will be written so it can be a standalone document and contain the necessary sections to support the updated ALP for WisDOT and FAA review. The ALP section will include:

- Airport background information, making maximum use of data in the 2008 Master Plan
- Aeronautical activity forecasts

- Facility requirements making maximum use of the facility requirements matrix from Task 2.1.
- Airside, landside and non-aeronautical development alternatives analysis
- Identification of preferred alternatives and any rationale for Modification to FAA Airport Design Standards
- Environmental overview from existing resources and anticipated level of environmental review for proposed development
- Implementation plan with conceptual construction costs, and estimated timing (CAPEX).

The business plan section of the master plan will include a summary of the analysis and recommendations for:

- Administrative business best management practices
- Operational best management practices
- Revenue development potential
- Optimizing operational expenditures (OPEX)
- Conceptual 20 year profit and loss pro forma
- Key performance indicators
- Branding strategy
- Marketing/outreach strategy
- Property development plan

Element 7 - Prepare Updated Airport Layout Plan

The ALP update will make use of existing data and will modify the electronic files from the 2008 Master Plan/ALP. No new mapping will be prepared as part of this analysis. As an update of the existing ALP, the updated ALP is not anticipated to meet all the requirements of FAA Standard Operating Procedure 2.0, Standard Procedure for FAA Review and Approval of Airport Layout Plan.

Task 7.1 - Update ALP Drawings

Based upon the analysis of this study, the consultant will make "pen and ink" changes to the applicable ALP drawings to reflect the proposed development as an updated ALP drawing set. The pen and ink changes on each sheet will be noted in the revision table on that sheet. The purpose of these changes will be to provide a tool to coordinate the proposed development with the FAA and obtain an airspace review.

As a part of this task, the Consultant will submit the Updated ALP to the WisDOT and the FAA Chicago ADO for airspace review.

The following ALP sheets are anticipated to have revisions:

- Title and Approval Sheet
- Airport Layout Drawing
- Terminal Facilities Drawing
- Inner Portion of Runway 5L-23R Ultimate Approach Surface Drawing
- Airport Land Use Drawing
- Airport Airspace Drawing
- Runway 15-33 Approach Profiles

Element 8 Project Management

This Element provides the project administration and subconsultant coordination to accomplish the tasks within the project schedule and keep the County staff informed of the study progress.

Task 8.1 - Project Management and Team Coordination

The Consultant will provide overall project management services to deliver this project on schedule and within the agreed upon contract scope and fee. Within this task, the consultant will also accomplish coordination within team members to maximize the value of each task for the County.

Task 8.2 - Status Reports

Monthly status reports will be prepared to document the work accomplished during that period and the work project to be accomplished in the next period. The Consultant will also provide monthly updates on TBE participation to the County.

Lawrence J Timmerman Airport Airport Business Plan and Master Plan **Project Schedule** October 28, 2016



Activity	Month 1	Month 2	Month 3	Month 4	Month 5	Month 6
Element 1 - Inventory Current Conditions						
Task 1.1 - Gather Existing Documentation						
Task 1.2 - Outreach to Users and Businesses						
Task 1.3 - Develop Stakeholder Committee						
Task 1.4 - Condition Assessment	*					
Task 1.5 - Aviation Activity Projections						
Task 1.6 - Environmental Overview						
	193					
Element 2 - Define Aviation Services and Facility Requirements						
Task 2.1 - Prepare Facility Requirements Matrix						
Task 2.2 - Assess Option for FBO Operations					10	,
Task 2.3 - Identify Strategic Initiatives			*			
Element 3 - Alternatives Analysis						
Task 3.1 - Airfield Alternatives to for RW Length						
Task 3.2 - Terminal and Hangar Area Alternatives		-				
Task 3.3 - Terminal Building Alternatives					1 - A	
Task 3.4 - Non-Aviation Development Alternatives						1
Task 3.5 - Prepare Development Cost Estimates						
Element 4 - Branding and Marketing Plan Development						
Task 4.1 - Develop Framework for Updated LJTA Brand					*	
Task 4.2 - Develop Framework for Marketing/Outreach Strategy						
Task 4.3 - Establish Property Development Plan						
Element 5 - Prepare Operational and Financial Business Plan						
Task 5.1 - Develop Administrative Business BMPs						
Task 5.2 - Develop Operational BMPs						
Task 5.3 - Identify Opportunities to Reduce Operating Costs						
Task 5.3 - Identify Potential Development Revenue						
Task 5.4 - Prepare Conceptual 20 year Pro Forma						*
Element 6 - Prepare Master Plan/Business Plan Report						
Task 6.1 - Define Key Performance Indicators						
Task 6.2 - Prepare Narrative Report			34			
Element 7 - Prepare Updated Airport Layout Plan						
Task 7.1 - Update ALP Drawings			e v			
Element 8 Project Management						
Task 8.1 - Project Management and Team Coordination						
Task 8.2 - Status Reports			7			



★ On-site meeting



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COMMUNITY BUSINESS DEVELOPMENT PARTNERS MILWAUKEE COUNTY

COMMITMENT TO CONTRACT WITH TBE

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COMMUNITY BUSINESS DEVELOPMENT PARTNERS MILWAUKEE COUNTY

COMMITMENT TO CONTRACT WITH TBE

TOTAL CONTRACT AMOUNT (less allo	owances) \$	249, 976.77	-	TBE Goal:	7%
Name & Address of TBE(*)		Scope of Work Detailed Description		TBE Contract Amount	% of Tota Contract
Composs Solutions LLC 401 K. Street NW. Swite 80. Woshington, DC 20005 "Separate commitment form must be completed	2. Procest of the second of th	blair (xiveach, facility) Employ Martix, Brand Hrs Plan, Admin Bus Var profit/1000 pro-C	ung and inuo BMPs irma	\$74,848.00	29.9%
		se completed by firm co		ork to TBE)	
the contract between our firm and that of of Notice-to-Proceed on this contract. The understand that falsification, fraudulent saw. Signature of Authorized Representative	e Information of statement, or m	n this form is true and acc	urate to the be t in appropria	est of my knowledg te sanctions under	ge, I furthe r applicabl
Subscribed and sworn to before me this	day of	10 den 20 16	tative	Date	~~~~
	day of	10/12/20 16		Notary Public State Notary Public State Discrete State Notary Public State Notary Publ	e of Florida er F 243498 9
Subscribed and sworn to before me this Signature of Notary Public State of My Commission ex Only firms certified as TBEs (within qualifying NAIC)	day of da	10/12/20 16	of opening will be	Notary Public State Elizabeth J Bark My Commission Fl Expires 08/02/201	e of Florida er F 243498 9
Subscribed and sworn to before me this Signature of Notary Public State of My Commission ex Only firms certified as TBEs (within qualifying NAIC)	commitment to commitment is commitment with mipleted with	consin UCP prior to bid/propose d by TBE Owner/Author ontract with my firm for the enel Service(s) to be render y own forces, unless other ad prior to subletting any	al opening will be ized Represe a service(s) a red in complet wise approve portion of this	Notary Public State Elizabeth J Bark My Commission Fl Expires 08/02/201 credited on this contract entative) and dollar amount(state of the Milwau and by CRDP	s) specified
Signature of Notary Public Signature of Notary Public State of My Commission ex Only firms certified as TBEs (within qualifying NAIC) TBE Affirmation (T acknowledge and accept this or herein, as put forth by House I understand and accept that this project specified herein to be cor I affirm that approval from CBDF this project.	commitment to commitment is commitment with mipleted with	consin UCP prior to bid/propose d by TBE Owner/Author contract with my firm for the cone I Services Inc. for service(s) to be render y own forces, unless other ed prior to subletting any WHEWEH uthorized TBE Representative CBDP USE ONLY	al opening will be ized Represe a service(s) a red in complet wise approve portion of this	Notary Public State Elizabeth J Bark My Commission Fl Expires 08/02/201 credited on this contract entative) and dollar amount(station of the Milwau ed by CBDP. S work awarded to	s) specified



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY) 10/26/2016

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

	CONTACT P 1	
PRODUCER	CONTACT Lori Ruppel	
RW Troxell & Company	PHONE (A/C, No, Ext): 217-321-3145 FAX (A/C, No): 217-321-41	.45
214 South Grand Ave West	E-MAIL ADDRESS: lruppel@rwtroxell.com	
P.O. Box 3757	INSURER(S) AFFORDING COVERAGE	NAIC #
Springfield IL 62704	INSURER A Cincinnati Insurance Company 10	677
INSURED	INSURER B:	
Hanson Professional Services Inc.	INSURER C:	
Dan Rayhill	INSURER D:	
1525 South 6th Street	INSURER E:	
Springfield IL 62703-2801	INSURER F:	

COVERAGES CERTIFICATE NUMBER:CL15122111978 REVISION NUMBER:

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR		TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMIT	S	
	х	COMMERCIAL GENERAL LIABILITY						EACH OCCURRENCE DAMAGE TO RENTED	\$	1,000,000
A		CLAIMS-MADE X OCCUR						PREMISES (Ea occurrence)	\$	1,000,000
					CPP0870038	1/1/2016	1/1/2017	MED EXP (Any one person)	\$	10,000
		Indiana Ambana and Indiana and						PERSONAL & ADV INJURY	\$	1,000,000
	GEN	N'L AGGREGATE LIMIT APPLIES PER:						GENERAL AGGREGATE	\$	2,000,000
		POLICY X PRO-			,		•	PRODUCTS - COMP/OP AGG	\$	2,000,000
		OTHER:							\$	
	AUT	OMOBILE LIABILITY						COMBINED SINGLE LIMIT (Ea accident)	\$	1,000,000
A	Х	ANY AUTO						BODILY INJURY (Per person)	\$	
^		ALLOWNED SCHEDULED AUTOS AUTOS			CPA0870038	1/1/2016	1/1/2017	BODILY INJURY (Per accident)	\$	
	x	HIRED AUTOS X NON-OWNED AUTOS						PROPERTY DAMAGE (Per accident)	\$	
		Acros							\$	
	х	UMBRELLA LIAB X OCCUR						EACH OCCURRENCE	\$	2,000,000
A		EXCESS LIAB CLAIMS-MADE			_			AGGREGATE	\$	2,000,000
"-		DED X RETENTION\$ 0			CPP0870038	1/1/2016	1/1/2017		\$	
		RKERS COMPENSATION EMPLOYERS' LIABILITY						X PER STATUTE ER		
	ANY	PROPRIETOR/PARTNER/EXECUTIVE	N/A					E.L. EACH ACCIDENT	\$	1,000,000
A	(Man	idatory in NH)	MIA		WC1920351	1/1/2016	1/1/2017	E.L. DISEASE - EA EMPLOYEE	\$	1,000,000
	If yes	s, describe under CRIPTION OF OPERATIONS below						E.L. DISEASE - POLICY LIMIT	\$	1,000,000

DESCRIPTION OF OPERATIONS/LOCATIONS/VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)
Project: 16A0099 Airport Business Plan and Master Plan Update Consulting Services at Lawrence J.

Timmerman Airport, Milwaukee, WI/SJZ

General Mitchell International Airport-MKE and Milwaukee County are additional insureds in respects to the general liability and auto liability per written contract subject to the terms and conditions of the policies. Primary and non-contributory language applies. Waiver of Subrogation applies to General Liability, Auto Liability and Workers Compensation.

CERTIFICATE HOLDER	CANCELLATION
General Mitchell International Airport-MKE Ms Kim Berry, A.A.E.	SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.
5300 South Howell Ave.	AUTHORIZED REPRESENTATIVE
Milwaukee, WI 53207	Michael Aiello/HEIDI

CANCELLATION

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OFFICIONATE HOLDER

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

CANCELLATION OR NONRENEWAL BY US NOTIFICATION TO A DESIGNATED ENTITY

This endorsement modifies insurance provided under the following:

BUSINESSOWNERS PACKAGE POLICY
CLAIMS-MADE EXCESS LIABILITY COVERAGE PART
COMMERCIAL AUTO COVERAGE PART
COMMERCIAL GENERAL LIABILITY COVERAGE PART
COMMERCIAL UMBRELLA LIABILITY COVERAGE PART
DENTIST'S PACKAGE POLICY
EXCESS LIABILITY COVERAGE PART
PRODUCTS/COMPLETED OPERATIONS COVERAGE PART
PROFESSIONAL LIABILITY COVERAGE PART
PROFESSIONAL UMBRELLA LIABILITY COVERAGE PART
PROFESSIONAL UMBRELLA LIABILITY COVERAGE PART

SCHEDULE

Name and mailing address of person(s) or organization(s):

General Mitchell International Airport-MKE 5300 South Howell Ave Milwaukee, WI 53207

Number of days notice (other than nonpayment of premium): 30

- A. If we cancel or nonrenew this policy for any statutorily permitted reason other than nonpayment of premium we will mail notice to the person or organization shown in the Schedule. We will mail such notice at least the number of days shown in the Schedule before the effective date of cancellation or nonrenewal.
- **B.** If we cancel this policy for nonpayment of premium, we will mail notice to the person or organization shown in the Schedule. We will mail such notice at least 10 days before the effective date of cancellation.
- C. If notice is mailed, proof of mailing to the mailing address shown in the Schedule will be sufficient proof of notice.
- D. In no event will coverage extend beyond the actual expiration, termination or cancellation of the policy.



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY) 10/27/2016

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

ce	rtificate holder in lieu of such endor											
PRO	UCER		180	0-527-9049	CONTACT Linda Bomarito							
	mes Murphy and Associates				PHONE (A/C, No	Ext): 309-20	82-3903	FAX (A/C, No):				
	eoria				E-MAIL ADDRES		rito@holme	smurphy.com	100-101			
	S.W. Water Street				ADDRES	,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,		DING COVERAGE	NAIC#			
	:e 211								37885			
	ia, IL 61602-4108				INSURE	KA: YP PAR	CIALTY INS		- 37003			
INSU					INSURE	RB:						
нап	son Professional Services, In	c.			INSURE							
152	South 6th Street				INSURE							
					INSURE	RE:						
Spr	ngfield, IL 62703				INSURE	RF:						
				NUMBER: 48333315				REVISION NUMBER:				
IN CE	IS IS TO CERTIFY THAT THE POLICIES DICATED. NOTWITHSTANDING ANY RI RTIFICATE MAY BE ISSUED OR MAY CLUSIONS AND CONDITIONS OF SUCH	EQUIF PERT POLI	REMEI AIN, CIES.	NT, TERM OR CONDITION THE INSURANCE AFFORDI LIMITS SHOWN MAY HAVE	OF ANY ED BY	CONTRACT THE POLICIE REDUCED BY	OR OTHER (S DESCRIBED PAID CLAIMS.	DOCUMENT WITH RESPECT TO THEREIN IS SUBJECT TO AL	OWHICH THIS			
INSR	TYPE OF INSURANCE	ADDL INSD	SUBR	POLICY NUMBER		POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS				
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	CLAIMS-MADE OCCUR							TALIMOLO (La sossifició)				
								MED EXP (Any one person) \$ PERSONAL & ADV INJURY \$				
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	GEN'L AGGREGATE LIMIT APPLIES PER:											
	POLICY JEGT LOC							PRODUCTS - COMP/OP AGG \$				
	OTHER:	<u> </u>						SOLIDIUS BRIOLE (BUT				
	AUTOMOBILE LIABILITY							(Ea accident)				
	ANY AUTO							BODILY INJURY (Per person) \$				
	ALL OWNED SCHEDULED AUTOS							BODILY INJURY (Per accident) \$				
	HIRED AUTOS NON-OWNED AUTOS							PROPERTY DAMAGE (Per accident) \$				
	AUTOS	İ						\$	11,11,11			
	UMBRELLA LIAB OCCUR	<u> </u>						EACH OCCURRENCE \$				
								AGGREGATE \$				
	T OB time-its abo	-						\$				
	DED RETENTION S WORKERS COMPENSATION	 						PER LOTH-				
	AND EMPLOYERS' LIABILITY											
	ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED?	N/A						E.L. EACH ACCIDENT \$				
	(Mandatory in NH)	1						E.L. DISEASE - EA EMPLOYEE \$				
	If yes, describe under DESCRIPTION OF OPERATIONS below							E.L. DISEASE - POLICY LIMIT \$				
A	Professional Liability			DPR9800678		01/01/16	01/01/17	Each Claim 2,6	000,000			
	(Claims Made)							Aggregate 2,6	000,000			
Pro Air	RIPTION OF OPERATIONS / LOCATIONS / VEHIC ject: 16A0099 Airport Busine port, Milwaukee, WI PM/SJZ s certificate includes a 30 d	ss P	lan	and Master Plan Upd	ate Co	onsulting :	Services a	t Lawrence J. Timmerma	n			
	TITICATE IIOI DED				CANC	ELLATION						
CE	RTIFICATE HOLDER				CANC	LELATION						
Att	eral Mitchell International A n: Ms. Kim Berry, A.A.E.	irpo.	rt-M	IKE	THE	EXPIRATION	N DATE THE	ESCRIBED POLICIES BE CANCI EREOF, NOTICE WILL BE I CY PROVISIONS.				
530	South Howell Ave.				AUTHO	RIZED REPRESE						
Mil	waukee, WI 53207		**	g 7.			PRO	MULA DILOT				

CONTRA	CT FOR	M 1684 R5 (Ref	er to ADMINI	STRATIVE N	ANUAL S	ection 1.13, fo	or procedures	s)					
Mail to:					1 1 2	- 58				CONTR			
The state of the s		Comptroller, Co										- Operating ce - Capital	Х
Final:		Comptroller, Ad Business Devel										e of Service	
	Community E	ousiness Devel	opinent Fai	mers, our r	1001 City	Campus			Preliminary	1 x		Final	
DEPARTMEN	IT NAME				-		- 1. FW.		AGENCY NO.			TMENT (HIGH	H) ORG
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	The same of the sa	ENDOR NO.			ORDE	R TYPE	NEW or	AMEND		CONTR	RACT N	O.	
						1	Х						
NAME OF VENI	DOR				THE				ADDRESS				
Hanson P	rofessiona	al Services	Inc.			1525 S	. Sixth S	t.					
						Springf	ield, IL	62703-2	2886				
		3											
TAX I.I	D. NO.		EFFECTIVE		ata		TH OF CONT		AMENDMENT (ONLY: DO	LLAR	TOTAL CON	
		begin date		end d	ate	- (IN MONTHS		CITA	NVGL	S. Openia		- 2004
ACCOUNT	INC INFO	DMATION				ales ed Calabrill						\$250,	000
ACCOUNT Year to be		RIVIATION								Report		Amount	
Expended	Line No	Fund	Agency	Org Unit	Activity	Function	Object	Jo	b Number	Cat	Units	Expend Amenda	
2016-17		0076	504	5042			6149	- A	20P-LJT			\$250,0	000
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PURPOSE	OF CONT	RACT											The Tife
The provisi	on of busin	ness plannin							h will include	develop	ment	of a busin	ess
plan and up	odating the	Airport Layo	out Plan a	ind Maste	er Plan r	narrative i	report for	LJTA.					
Was County	Board appr	oval received	prior to co	ontract exe	ecution c	or contract	amendme	ent or ext	ension?				
VVas county	Board appr	1											
	Х	If YES, giv	e County	Board File	e No.	16-386			Date Approve	d			
		If NO, why	is County	/ Board ap	proval n	ot required	d?						
Was Contra	ct fully exec	uted prior to			•				7		51	YES	NO
Is Vendor a	certified pro	fessional serv	ice DBE?									YES	ΝΟ
						1							-
Kim Berry				11/0	3/16		Noise P	rogram	Manager				
Prepared By				Date		1	Title				5		
Signature of	County Adr	ninistrator		Date		-	Title			¥			



Certificate Of Completion

Envelope Id: 0C50B2F0681E4CD99650A86FDA7AC5B2

Subject: Please DocuSign: Professional Services Contract at MKE

Source Envelope:

Document Pages: 85

Certificate Pages: 6
AutoNav: Enabled

Envelopeld Stamping: Enabled

Time Zone: (UTC-08:00) Pacific Time (US & Canada)

Status: Completed

Envelope Originator:

Deb DeDecker

633 W. Wisconsin Ave.

Suite 901

Milwaukee, WI 53203

ddedecker@mitchellairport.com IP Address: 67.52.213.169

Record Tracking

Status: Original

11/1/2016 11:45:34 AM

Holder: Deb DeDecker

ddedecker@mitchellairport.com

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Signer Events

Charles Snowden

csnowden@hanson-inc.com

Security Level: Email, Account Authentication

(None)

Signature

Signatures: 9

Initials: 0

— Docusigned by: Charles Snowden

-0CFA35A53F484F9...

Using IP Address: 50.196.124.5

Timestamp

Sent: 11/1/2016 11:55:53 AM Viewed: 11/1/2016 2:34:40 PM

Signed: 11/1/2016 2:41:23 PM

Electronic Record and Signature Disclosure: Accepted: 11/1/2016 2:34:40 PM

ID: 15fe7d17-601c-41b2-8065-3eae338cae4c

Timothy Karaskiewicz

tkaraskiewicz@mitchellairport.com

Airport Corporation Counsel

Milwaukee County

Security Level: Email, Account Authentication

(None)

Electronic Record and Signature Disclosure:

Not Offered via DocuSign

ID:

--- DocuSigned by:

Timothy Karaskiewicz

-C017ABEC9DC040A...

Using IP Address: 40.129.238.66

Sent: 11/2/2016 9:21:23 AM

Resent: 11/2/2016 1:41:48 PM

Viewed: 11/2/2016 2:26:51 PM Signed: 11/2/2016 2:27:07 PM

Izzy Bonilla

ibonilla@mitchellairport.com

Ismael Bonilla

Security Level: Email, Account Authentication

(None)

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9010D51BA16A45E

Sent: 11/2/2016 2:27:13 PM

Viewed: 11/2/2016 3:16:07 PM

Signed: 11/2/2016 3:16:22 PM

Electronic Record and Signature Disclosure: Accepted: 3/11/2016 6:08:50 AM

ID: 8365353b-8467-4e6d-8698-8713456b4919

Christine Grotelueschen

cgrotelueschen@mitchellairport.com

Executive Assistant

Milwaukee County

Security Level: Email, Account Authentication

(None)

Electronic Record and Signature Disclosure:

Not Offered via DocuSign

ID:

DocuSigned by:

Christine Groteluschen

Using IP Address: 40.129.238.66

-F3208C5C22F648E...

Using IP Address: 40.129.238.66

Sent: 11/2/2016 3:16:25 PM

Viewed: 11/3/2016 6:14:58 AM Signed: 11/3/2016 6:17:46 AM

Signer Events	Signature	Timestamp
Rick Norris rick.norris@milwaukeecountywi.gov CBDP Director	Pocusigned by: Kick Norms AD4C84D4023E450	Sent: 11/3/2016 6:17:49 AM Viewed: 11/3/2016 9:06:39 AM Signed: 11/3/2016 9:10:09 AM
Milwaukee County Security Level: Email, Account Authentication (None) Electronic Record and Signature Disclosure:	Using IP Address: 204.194.251.5	
Not Offered via DocuSign ID:		
Amy Pechacek	DocuSigned by:	Sent: 11/3/2016 9:10:12 AM
amy.pechacek@milwaukeecountywi.gov	E454E4CA2D21452	Viewed: 11/4/2016 6:37:43 AM Signed: 11/4/2016 6:38:54 AM
Director of Risk Management Milwaukee County		Signed: 11/4/2010 0.30.34 Aivi
Security Level: Email, Account Authentication (None)	Using IP Address: 204.194.251.3	
Electronic Record and Signature Disclosure: Accepted: 2/25/2014 10:36:39 AM ID: 55fe780a-2930-46fa-8578-dc7e4fbad47c		
Scott B. Manske	DocuSigned by:	Sent: 11/4/2016 6:38:58 AM
comptrollersignature@milwcnty.com	Langh Strange	Viewed: 11/4/2016 11:21:14 AM
Comptroller	F7354A95DB0643E	Signed: 11/4/2016 11:43:49 AM
Milwaukee County		
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Electronic Record and Signature Disclosure: Not Offered via DocuSign ID:		
Chris Abele	DocuSigned by:	Sent: 11/4/2016 11:43:52 AM
cabele@milwcnty.com		Viewed: 11/9/2016 11:33:34 AM
County Executive	2250083304200443	Signed: 11/9/2016 11:34:17 AM
Milwaukee County	Using IP Address: 204.194.251.5	
Security Level: Email, Account Authentication (None)		
Electronic Record and Signature Disclosure: Not Offered via DocuSign ID:		
Timothy Karaskiewicz	DocuSigned by:	Sent: 11/9/2016 11:34:22 AM
tkaraskiewicz@mitchellairport.com	Timothy Karashiewicz	Resent: 11/9/2016 12:51:15 PM
Airport Corporation Counsel	C017ABEC9DC040A	Resent: 11/10/2016 12:00:58 PM
Milwaukee County	Using IP Address: 40.129.238.66	Resent: 11/10/2016 12:02:21 PM
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Electronic Record and Signature Disclosure: Not Offered via DocuSign ID:		
In Person Signer Events	Signature	Timestamp
Editor Delivery Events	Status	Timestamp
Agent Delivery Events	Status	Timestamp
Intermediary Delivery Events	Status	Timestamp
Certified Delivery Events	Status	Timestamp

Carbon Copy Events

Kim Berry

kberry@mitchellairport.com

Milwaukee County

Security Level: Email, Account Authentication

Electronic Record and Signature Disclosure:

Not Offered via DocuSign ID:

Completed

Status

Security Checked

COPIED

Timestamp

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11/10/2016 12:35:35 PM

Notary Events		Timestamp
Envelope Summary Events	Status	Timestamps
Envelope Sent	Hashed/Encrypted	11/10/2016 12:02:21 PM
Certified Delivered	Security Checked	11/10/2016 7:46:08 AM
Signing Complete	Security Checked	11/10/2016 12:35:35 PM

Electronic Record and Signature Disclosure

CONSUMER DISCLOSURE

From time to time, Wisconsin Milwaukee County (we, us or Company) may be required by law to provide to you certain written notices or disclosures. Described below are the terms and conditions for providing to you such notices and disclosures electronically through your DocuSign, Inc. (DocuSign) Express user account. Please read the information below carefully and thoroughly, and if you can access this information electronically to your satisfaction and agree to these terms and conditions, please confirm your agreement by clicking the 'I agree' button at the bottom of this document.

Getting paper copies

At any time, you may request from us a paper copy of any record provided or made available electronically to you by us. For such copies, as long as you are an authorized user of the DocuSign system you will have the ability to download and print any documents we send to you through your DocuSign user account for a limited period of time (usually 30 days) after such documents are first sent to you. After such time, if you wish for us to send you paper copies of any such documents from our office to you, you will be charged a \$0.00 per-page fee. You may request delivery of such paper copies from us by following the procedure described below.

Withdrawing your consent

If you decide to receive notices and disclosures from us electronically, you may at any time change your mind and tell us that thereafter you want to receive required notices and disclosures only in paper format. How you must inform us of your decision to receive future notices and disclosure in paper format and withdraw your consent to receive notices and disclosures electronically is described below.

Consequences of changing your mind

If you elect to receive required notices and disclosures only in paper format, it will slow the speed at which we can complete certain steps in transactions with you and delivering services to you because we will need first to send the required notices or disclosures to you in paper format, and then wait until we receive back from you your acknowledgment of your receipt of such paper notices or disclosures. To indicate to us that you are changing your mind, you must withdraw your consent using the DocuSign 'Withdraw Consent' form on the signing page of your DocuSign account. This will indicate to us that you have withdrawn your consent to receive required notices and disclosures electronically from us and you will no longer be able to use your DocuSign Express user account to receive required notices and consents electronically from us or to sign electronically documents from us.

All notices and disclosures will be sent to you electronically

Unless you tell us otherwise in accordance with the procedures described herein, we will provide electronically to you through your DocuSign user account all required notices, disclosures, authorizations, acknowledgements, and other documents that are required to be provided or made available to you during the course of our relationship with you. To reduce the chance of you inadvertently not receiving any notice or disclosure, we prefer to provide all of the required notices and disclosures to you by the same method and to the same address that you have given us. Thus, you can receive all the disclosures and notices electronically or in paper format through the paper mail delivery system. If you do not agree with this process, please let us know as described below. Please also see the paragraph immediately above that describes the consequences of your electing not to receive delivery of the notices and disclosures electronically from us.

How to contact Wisconsin Milwaukee County:

You may contact us to let us know of your changes as to how we may contact you electronically, to request paper copies of certain information from us, and to withdraw your prior consent to receive notices and disclosures electronically as follows:

To contact us by email send messages to: plee@milwcnty.com

To advise Wisconsin Milwaukee County of your new e-mail address

To let us know of a change in your e-mail address where we should send notices and disclosures electronically to you, you must send an email message to us at plee@milwcnty.com and in the body of such request you must state: your previous e-mail address, your new e-mail address. We do not require any other information from you to change your email address..

In addition, you must notify DocuSign, Inc to arrange for your new email address to be reflected in your DocuSign account by following the process for changing e-mail in DocuSign.

To request paper copies from Wisconsin Milwaukee County

To request delivery from us of paper copies of the notices and disclosures previously provided by us to you electronically, you must send us an e-mail to plee@milwenty.com and in the body of such request you must state your e-mail address, full name, US Postal address, and telephone number. We will bill you for any fees at that time, if any.

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Required hardware and software

Operating Systems:	Windows2000? or WindowsXP?
Browsers (for SENDERS):	Internet Explorer 6.0? or above
Browsers (for SIGNERS):	Internet Explorer 6.0?, Mozilla FireFox 1.0, NetScape 7.2 (or above)
Email:	Access to a valid email account
Screen Resolution:	800 x 600 minimum
Enabled Security Settings:	 Allow per session cookies Users accessing the internet behind a Proxy Server must enable HTTP

1.1 settings via proxy connection

** These minimum requirements are subject to change. If these requirements change, we will provide you with an email message at the email address we have on file for you at that time providing you with the revised hardware and software requirements, at which time you will have the right to withdraw your consent.

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