

***PROPOSED***  
**BUSINESS IMPROVEMENT DISTRICT NO. 21**  
**MILWAUKEE DOWNTOWN**  
**YEAR FOURTEEN OPERATING PLAN**

**SEPTEMBER 16, 2010**

Summary of Changes in BID 21's  
Year 14 Operating Plan

- Page 6 – Article III(B)(3) – Add administration of retail incentive grant and loan program.
- Page 8 – Article III(C) – Insert 2011 budget and assessment information. (BID budget has been cut twice by Finance Committee and a third time by Executive Committee.)
- Page 9 – Article III(C) – Consider increasing the thresholds to trigger 2/3 Board vote for capital expenditures from \$10,000 per expenditure and \$30,000 aggregate to \$15,000 per expenditure and \$40,000 aggregate.
- Page 9 – Article III(c) – Overall property tax assessed value dropped (for the second year in a row) (from \$2B+ to \$1,968,621,500).  
BID is reducing assessments to be collected from property owners from \$3,016,975 in 2010 to \$2,987,217 in 2011.
- Page 10 – Article III(D)(2) – Update BID board categories based on 2010 assessments.
- Page 12 – Article III(D)(8) – Recharacterize board meeting requirements from every 3 months to quarterly.
- Page 13 – Article III(D)(6) – Add one or more representatives of significant arts venues as nonvoting members.

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## I. INTRODUCTION

Under Wisconsin Statutes section 66.1109, cities are authorized to create Business Improvement Districts ("BIDs") upon the petition of at least one property owner within the proposed district. The purpose of the BID statute is ". . . to allow businesses within those districts to develop, to manage and promote the districts and to establish an assessment method to fund these activities." 1983 Wis. Act 184, Section 1, legislative declaration. See Appendix A.

On or about July 16, 1997, the City of Milwaukee (the "City") received a petition from property owners which requested creation of a BID known as the Milwaukee Downtown Management District (the "District"). On October 14, 1997, the Common Council of the City adopted resolution no. 970900, creating the District and approving the initial operating plan for the District (the "Initial Operating Plan"). On November 4, 1997, the Mayor of the City appointed members to the board of the District (the "Board") in accordance with the requirements set forth in Article III.D. of the Initial Operating Plan. The purpose of the District is to sustain the competitiveness of Downtown and ensure a safe, clean environment conducive to business activity. In this regard, the District is authorized to manage and maintain services which supplement those services historically provided by the City to owners and occupants in the District.

On or about August 20, 2008, owners of additional properties on the fringes of the District's original boundaries petitioned the City to expand the District to include their properties. On October 29, 2008, the Common Council of the City adopted resolution no. 080617, expanding the District boundaries.

Pursuant to the BID statute, this Year Fourteen Operating Plan (the "Operating Plan") for the District has been prepared to establish the services proposed to be offered by the District, proposed expenditures by the District and the special assessment method applicable to properties within the District for its fourteenth year of operation. This Plan has been developed by the District Board with technical assistance from the Department of City Development, the Department of Public Works and the Police Department.

## II. DISTRICT BOUNDARIES

When created in 1997, the District boundaries covered approximately 120 square blocks and encompassed the City's Downtown. The original District boundaries extended to North 4th Street and North 10th Street to the west; West St. Paul Avenue, the Menomonee River, and West Clybourn Street to the south; Lake Michigan to the east and Schlitz Park to the north. As a result of the expansion of the District in 2008, the District's current boundaries include

expansion areas adjacent to its original boundaries. The District's current boundaries extend to I-94 on the west; West St. Paul Avenue, the Menomonee River and West Clybourn Street to the south; Lake Michigan and North Van Buren Street to the east; and Schlitz Park and McKinley Street to the north, as shown in Appendix B of this Operating Plan. A narrative listing of the properties now included in the District is set forth in Appendix C.

### III. PROPOSED OPERATING PLAN

#### A. Plan Objectives

The objectives of the District are to increase pedestrian traffic Downtown and to better enable Downtown to compete for customers with suburban residential and commercial areas. The District proposes to achieve its objectives by, among other methods, supplementing the maintenance and security services provided by the City in order to increase the safety and cleanliness (and the perceived safety and cleanliness) of Downtown. The City will continue to provide its current level of maintenance and policing services. The City and the District have entered into the cooperation agreement on file in the District's office (the "Cooperation Agreement"). The District also seeks to achieve its objectives by marketing Downtown as a great place to live, work and play and by working with like-minded associates to attract and retain businesses.

#### B. Proposed Activities

The District offers Downtown owners and occupants additional safety personnel, enhanced sidewalk cleaning, supplemental public space maintenance and integrated marketing and promotional services to complement the base level of services currently being provided by the City. As a supplement to City services, the District retains and manages its own safety and maintenance staff and develops and implements its own marketing initiatives. The District has also hired an executive director, who reports to the Board, to implement and manage the day to day activities of the District and to supervise all District staff and independent contractors. The following are the activities proposed by the District for calendar year 2011. The District may, from time to time and as it deems necessary, adjust the size and scope of the activities and staffing levels described below, but only so long as such adjustments in activities and staff are part of the activities identified in this Operating Plan. The District may not undertake new activities except as included in duly approved operating plans for future years.

1. Public Service Ambassadors Program. The District will continue to sponsor a Public Service Ambassador Program to provide safety and goodwill services to Downtown, supplemental to existing City police services. The aim of the program is to increase the public's comfort and sense of security through a visible, uniformed presence in addition to law enforcement.

The District may implement this program either by hiring staff directly or by hiring independent contractors to provide staff. In either case, a PSA director, who will report to the executive director, will be hired to manage this program, hire and supervise staff and maintain communications with police. Public Service Ambassadors ("PSAs"), including shift supervisors, will be retained to provide approximately 46,750 on-duty hours subject to dictates from the District. The District, in cooperation with the City Police Department, Visit Milwaukee, the Shops at Grand Avenue and other City departments and resources, will develop an intensive initial training program, as well as on-going in-service and field training, for PSAs. Training will focus on available City services, preventing and reporting crime, dealing with panhandlers and the homeless, applicable sanitation and building codes, radio communications, first aid and CPR, Milwaukee history and local attractions, general retailing, communications skills and interactions with residents and visitors. For a portion of their training PSAs will be paired with police officers or experienced PSAs patrolling their beats. Training will be supplemented by a book of Operating Rules and Procedures serving as a guide for handling both common and unusual incidents.

Following their training, uniformed but unarmed PSAs will be assigned "beats" to patrol on foot. Beat assignments will be based on the amount of foot traffic in the area, hours of business operation, special event schedules, police beat assignments and crime statistics and trends. Generally, PSAs will be deployed on beats to maximize the provision of security services during peak hours like weekday lunch hours, before and after business hours and for special events. During weekday shifts, "beats" will range from 10 to 16 blocks. During evenings and on weekends, PSAs will be deployed in a more concentrated area where people congregate. In addition to the previously described "beats", a beat may include The Shops of Grand Avenue Guest Services Center and/or any other indoor venue, so long as providing PSA services at such venue furthers the purposes outlined in this Operating Plan and any services unique to the indoor

venue are provided on a revenue-neutral basis so that the District avoids incurring any costs disproportionately benefiting any individual property owner. A schedule for deploying PSAs on their beats shall be developed by the District's executive director together with the PSA director and altered as appropriate for weather, redeployment for special events and for changing circumstances.

PSAs' primary responsibilities will be to assist and direct workers, shoppers and visitors and to observe and report suspicious behavior. PSAs must familiarize themselves with the businesses and residents in their beats and be able to recognize suspicious behavior. PSAs will be supplied with uniforms to create an official but approachable appearance and will be equipped with handheld PDA-type devices to report any incidents to a PSA supervisor/dispatcher linked directly to the City Police Department. One PSA supervisor/dispatcher shall be on duty whenever PSAs are on patrol. Using handheld PDA-type devices, the PSA supervisor will maintain communications among PSAs, other Downtown security personnel and City police.

The City Police Department shall provide the District with the ability to monitor police calls for service. The District will permit any on-duty police officers assigned to the Downtown area to work out of the District office. The agreement between the District and the City Police Department regarding services to be provided is more fully described in the letter from Chief of Police Arthur L. Jones dated July 17, 1997 on file in the District's office.

The District will pursue partnerships with other service providers. These partnerships may include development of a policy for referring panhandlers and the homeless to appropriate resources and/or working with other Downtown security resources to share information and develop response strategies.

2. Clean Sweep Ambassadors Program. The District will continue to sponsor a Clean Sweep Ambassador Program to provide additional sidewalk cleaning and public space maintenance, to implement special projects and, more generally, to introduce an active, positive force in Downtown.

The District may provide cleaning, maintenance, graffiti removal and landscaping services in any manner deemed reasonable by the District Board, including hiring staff directly or hiring independent contractors to provide staff. In any event, a CSA director will be



selected, who will report to the District's executive director, to manage this program, hire and supervise staff and serve as a liaison among City departments and property owners and businesses. During the summer months, a minimum of 12 full-time equivalent Clean Sweep Ambassadors ("CSAs") will report directly to the CSA director. Fewer CSAs may service the District during the winter months. Full-time CSA staff will be trained in maintenance, safety and informational services and furnished with identifiable uniforms. In addition, the District may retain other staff and/or independent contractors as it deems reasonable to perform the tasks necessary to implement the program.

The maintenance efforts of CSAs, other staff and independent contractors retained, paid and uniformed by the District will complement the efforts of the City Department of Public Works. CSAs will manually sweep sidewalks and riverwalks, pick up litter and remove graffiti each day. Weather permitting, CSAs will mechanically sweep public sidewalks and riverwalks in a rotation consistent with the City's street sweeping schedule--with approximately one fifth of the District being swept each working day. From April through October, CSAs will also power wash and steam clean sidewalks and clean, maintain, water, plant and weed tree wells and planters. CSAs will be assigned "beats" depending on the public use of the area and the need for services. A schedule for deploying CSAs and their tasks, shall be developed by the District's executive director and the CSA director and altered as appropriate for restrictions imposed by weather and redeployment as necessary in the judgment of District staff.

In addition to their daily cleaning and maintenance duties, the District may deploy CSAs to accomplish special projects. These projects may range from the installation and removal of holiday lights to set up and clean up for special events.

In servicing all aspects of the CSA program, CSAs and other staff servicing this program will maintain a friendly and helpful presence Downtown. Working during busy hours in recognizable uniforms, they will create an aura, not only of cleanliness, but also of safety. CSAs will be trained in crime resistance and to furnish helpful information and directions to residents and visitors. CSAs will remain in contact with the District office and its other resources using handheld PDA-type devices.

3. Business Recruitment and Retention; Marketing and Retail Initiatives. District staff will coordinate and/or contract to implement public relations programming to promote the cleaner, safer, friendlier Downtown being created through District efforts. Marketing and programming will aim to encourage increased use of Downtown, to attract businesses to locate and remain and expand in Downtown and to convince both constituents of the District and potential users that Downtown is a positive destination with unique qualities and amenities.

District staff will continue the District's marketing efforts commenced in previous years of operation, including utilizing the graphics and media packages developed and materials purchased. District staff will organize an internal communications program to inform members about District activities and benefits. Internal communications may include a semi-annual newsletter, an annual report and various print and e-mail notices. District staff will maintain an umbrella-advertising theme, graphics package and media relations program. District staff will cross sell Downtown's assets with various seasonal promotions, including Trolley Loop and Lake Express high-speed ferry promotions, if available.

In addition, District staff will develop and/or contract for other marketing initiatives, attractions and/or events promoting Downtown. Among these marketing initiatives, the District will continue the comprehensive marketing campaign targeted at residents in the area including Milwaukee, Waukesha, Ozaukee, Washington, Racine and Kenosha Counties, and upgrade marketing to other target markets such as the Fox Valley and Northern Illinois. The campaign may include public relations and advertising on busboards, billboards, news coverage and in print, television and radio ads to reinforce positive impressions and to encourage businesses, residents and tourists to locate within and use Downtown. The District has purchased and will maintain traveling information kiosks and/or similar devices which may be staffed and deployed at various events (inside and outside of Downtown) to increase District visibility and outreach.

The District will retain its retail marketing coordinator to focus on attracting and retaining synergistic retail businesses. The District's coordinator will spearhead various initiatives targeted primarily at unique street level retail. One such initiative may be administering,

together with the City of Milwaukee, a program of grants and forgivable loans for retailers and landlords to upgrade storefront spaces within the District. Unless otherwise expressly agreed by majority vote of the Board, the District shall not fund more than \$25,000 in such grants and/or loans in the 2011 calendar year.

The District may undertake other marketing initiatives and programming reasonably estimated to attract and retain businesses, residents and tourists to Downtown as deemed appropriate by the District Board. Specifically, the District may cooperate and/or contract with other like-minded associates to solicit and collect data about Downtown businesses and the Downtown real estate market and to proactively identify and address property owner concerns. The District may also sponsor or co-sponsor special events such as Downtown Dining Week and Downtown Employee Appreciation Week.

Finally, the District will continue its sponsorship of holiday lighting each November. Each year, the District will cause lighting purchased by the District in previous years and remaining in good condition to be reinstalled. In addition, the District may spend and/or solicit additional money as it deems necessary to purchase additional and/or replacement holiday lighting. For the winter of 2010-2011, the District will sponsor the twelfth annual Holiday Lights Festival in Downtown. This festival will continue previous year's street lighting efforts, encourage private owner roofline lighting and implement intense lighting displays in select Downtown parks such as Pere Marquette Park, Ziedler Union Square and Cathedral Square.

The District may contract with Milwaukee Downtown, Inc. to coordinate and implement the marketing initiatives described above, as well as related activities. In connection with contracting with Milwaukee Downtown, Inc., the District intends to donate approximately \$742,850 to Milwaukee Downtown, Inc. to provide operating funds necessary to implement marketing initiatives and related activities.

4. Contracting to Extend Activities/Services Outside of the District. Given the District's success, various constituencies periodically request the District to extend activities or provide services outside of the District boundaries. The District is authorized to contract to extend its activities and/or services outside District boundaries so

long as, by majority vote of the Board, any such contract is deemed to (a) advance the District's objectives and (b) provide activities and/or services on a revenue-neutral basis such that the District avoids incurring any costs not directly benefiting properties within the District.

C. Proposed Expenditures and Financing Method

The 2011 proposed annual operating budget for the District is \$3,133,967. \$2,987,217 will be the amount received from District assessments from properties within the District. \$31,000 in cash carryover collected but unspent in 2009 shall be made available. \$115,750 is additional income that is anticipated to come from several sources, including voluntary contributions from tax-exempt properties. See Appendix D. Of these amounts, \$896,880 will finance the Public Service Ambassadors Program, \$923,320 will fund the Clean Sweep Ambassadors Program, \$861,350 will pay for public information, marketing, promotions and business retention and recruitment efforts, including retail marketing efforts, and \$452,417 will be reserved for administrative expenses and a contingency (including, without limitation, the salaries of a full-time executive director, a retail marketing coordinator, an administrative assistant, interns and other District staff, legal fees, insurance costs and office expenses). In the event that the Board reasonably determines that amounts allocated to any particular program are not needed for that program, unneeded amounts for one program may be used for another program. In addition, any funds collected but unspent pursuant to previous years' operating plans and any unanticipated voluntary contributions or other income will be made available in 2011 (for any purpose set forth in this Operating Plan, including without limitation for public information, marketing, promotions and/or business retention and recruitment efforts). The Board shall have the authority and responsibility to prioritize expenditures and to revise the budget as necessary to match the funds actually available.

The Board shall approve an annual operating budget for the District each year. Prior to approving any annual operating budget, the District will mail a public hearing notice and make available a copy of the proposed annual operating plan and budget to all owners of real property within the District. In addition, a Class 2 notice of the public hearing will be published in a local newspaper of general circulation, and the notice, annual operating plan and budget will be posted on the District's website. The District Board will hold a public hearing and approve the annual operating plan and budget for the District for that year. If any year's annual operating budget exceeds

the prior year's annual operating budget by 4% or more, such budget must be approved by a 2/3 majority of the entire District Board. (This Year Fourteen Operating Plan was unanimously approved by 15 Board members in attendance at the Board meeting of September 16, 2010.) Any capital improvements costing more than \$15,000 each or \$40,000 in the aggregate for any one year must be approved by a 2/3 majority of the entire District Board. For the purposes of this Operating Plan, "capital improvement" means any physical item that is permanently affixed to real estate including, without limitation, street lighting and sidewalk improvements. The term "capital improvement" shall not include, among other things, any maintenance equipment or supply, any communications equipment, any vehicles, any seasonal improvement or any holiday lighting or decorations. After the District Board has approved the annual operating plan and budget, they will be sent to the City for approval, adoption and inclusion in the City's annual budget for that year.

The 2010 assessed valuation of all property subject to assessment within the original District boundaries was approximately \$1,968,621,500. The method of assessing annual operating expenses against properties located within the District is set forth in Article IV of this Operating Plan. Any change in the method of assessing annual operating expenses against properties located within the District must be approved by a 3/4 majority of the entire District Board and a majority of the Common Council of the City. Subsequent revisions to this Operating Plan will specify any additional assessment methodologies and amounts for operating expenses. In addition, if any year's annual aggregate assessment to property owners exceeds the prior year's annual aggregate assessment by 6% or more, such increased assessment must be approved by the owners of property assessed by the District having a property tax assessed valuation equal to at least 3/4 of the aggregate property tax assessed valuation of all property assessed by the District.

The District may not borrow funds without approval of a 2/3 majority of the entire District Board.

D. Organization of the District Board

The Mayor shall appoint members to the District Board. The Board shall be responsible for implementation of this Operating Plan. This requires the Board to negotiate with providers of services and materials to carry out the Operating Plan; to enter into various contracts; to monitor the effectiveness of the District's activities; to ensure compliance with the provisions of

applicable statutes and regulations; and to make reimbursements for any overpayments of District assessments.

Wisconsin Statutes section 66.1109(3)(a) requires that the Board be composed of at least five members and that a majority of the Board members be owners or occupants of property within the District.

The Board shall be structured and operate as follows:

1. Board size - 17 members.
2. Composition -
  - (a) Three members shall be representatives of each of the three largest (as measured by assessed valuation) multi-tenant office buildings in the District. In 2011, U.S. Bank Center (777 and 811 East Wisconsin Avenue), 411 East Wisconsin Avenue and 100 East Wisconsin Avenue are the three largest office buildings.
  - (b) Two members shall be representatives of the fourth through the ninth largest (as measured by assessed valuation) multi-tenant office buildings in the District. In 2011, 875 East Wisconsin Avenue, The Milwaukee Center (107 East Kilbourn Avenue), Plaza East (330 East Kilbourn Avenue), Cathedral Place (555 East Wells Street), Schlitz Rivercenter (1505 North Rivercenter), and Federal Plaza (310 West Wisconsin Avenue) are the fourth through the ninth largest multi-tenant office buildings.
  - (c) Three members shall be representatives of any multi-tenant office buildings in the District.
  - (d) Three members shall be representatives of owner-occupied or single tenant buildings in the District with assessed valuations in excess of \$5,000,000. One member from this category shall be a representative of The Northwestern Mutual Life Insurance Company.
  - (e) One member will be a designee of The Shops of Grand Avenue or its successors and assigns.

- (f) One member shall be an owner or operator of a street-level retail business located within the District (which business may, but need not, be a restaurant).
- (g) Two members shall be representatives of hotels located within the District. Such hotels shall not be owned or controlled by the same or related entities or individuals.
- (h) One member shall be a representative of a tax-exempt entity making a voluntary contribution to the District of not less than \$71,000 in the year 2011, which minimum contribution shall increase each year by the proportionate increase in the District operating budget for that year.
- (i) One member shall be an "at large" member who shall not represent any particular constituency but who shall be an owner or occupant of real property located within the District used for commercial purposes.

For purposes of measuring the assessed valuations of any building or site set forth above, all contiguous buildings and/or sites connected above- or below-ground, separated only by an intervening street and with identical ownership shall be included as one building or site. (For example, the U.S. Bank Center, consisting of property located at 777 and 811 East Wisconsin Avenue, constitutes one site.) Each year, the Board shall reconfirm the assessed valuations, ownerships and occupancies of all properties located within the District. If the assessed valuation, ownership or occupancy of any particular building or site in any year ceases to satisfy the criteria set forth above, the Board shall rearrange such building or site in the appropriate category. In addition to the composition requirements set forth above, one member of the Board shall also be a member of the board of directors of Westtown Association as long as the Westtown Association remains in existence, and one member of the Board shall also be a member of the board of directors of East Town Association as long as the East Town Association remains in existence. In satisfying the categories for Board members set forth above, the geographic representation of Board members shall be varied to the extent possible.

3. Term - Appointments to the Board shall generally be for a period of three years. To the extent possible, the terms of members representing each of the categories set forth in subparagraph (2)

above shall be staggered so that the terms of not more than 60% of the representatives of any one category shall expire simultaneously. Despite the expiration of a Board member's term, the member shall continue to serve, subject to the by-laws adopted by the Board, until the member's successor is appointed.

4. Compensation - None.
5. Meetings - All meetings of the Board shall be governed by the Wisconsin Open Meetings Law if and as legally required.
6. Record Keeping - Files and records of the Board's affairs shall be kept pursuant to public record requirements.
7. Staffing and Office - The Board may employ staff and/or contract for staffing services pursuant to this Operating Plan and subsequent modifications thereof. In 2011, the Board shall employ, at minimum, a full-time executive director, a full-time administrative assistant, a retail marketing coordinator and at least two interns. The Board shall maintain an office for the District, which shall be centrally located in Downtown. The District's current office is located at 600 East Wells Street, but such office may be relocated as the District Board deems reasonable. All District staff, including PSAs and CSAs, may work out of the District office.
8. Meetings - The Board shall meet regularly, at least once quarterly. The Board has adopted rules of order (by-laws) to govern the conduct of its meetings.
9. Executive Committee - The Board shall elect from its members a chair, a vice-chair, a secretary, a treasurer and an assistant secretary who shall comprise an Executive Committee of the Board. At least one member of the Executive Committee shall be elected from the category of members set forth in subparagraphs (2)(a) or (b) above. Moreover, the member representing The Northwestern Mutual Life Insurance Company under subparagraph (2)(d) above shall be elected to some office on the Executive Committee. The Executive Committee shall be authorized to oversee the day to day operations of the District, subject to the by-laws adopted by the Board.
10. Non-voting Members - At the option of a majority of the members of the Board, representatives of Visit Milwaukee, the Milwaukee Development Corporation, the Metropolitan Milwaukee Association



of Commerce, one or more significant Milwaukee arts venues (and/or similar organizations) may be invited to attend meetings of the Board or Executive Committee as nonvoting members.

11. Emeritus Members – By resolution of a majority of the members of the Board, former Board members who have demonstrated extraordinary service to the District may be appointed "emeritus" members in honor and recognition of their exceptional contributions.

E. RELATIONSHIP TO MILWAUKEE DOWNTOWN, INC. AND ALLIANCE FOR DOWNTOWN PARKING AND TRANSPORTATION, INC.

The District is a separate entity from Milwaukee Downtown, Inc., a private, not for profit corporation, exempt from taxation under section 501(c)(3) of the Internal Revenue Code, notwithstanding the fact that some or all of the members, officers and directors of each entity may be shared. Milwaukee Downtown, Inc. shall remain a private organization, not subject to the open meeting law, and not subject to the public records law except for its records generated in connection with the Board. The Board may contract with Milwaukee Downtown, Inc. to provide marketing and promotional services to the District and donate operating funds to Milwaukee Downtown, Inc. to facilitate the provision of such services, all in accordance with this Operating Plan.

The District and Milwaukee Downtown, Inc. are also separate entities from Alliance for Downtown Parking and Transportation, Inc. (the "Alliance"), a private, not for profit corporation, notwithstanding the fact that the District Board appoints all members to the board of directors of the Alliance. The Alliance shall remain a private organization, not subject to the open meeting law, and not subject to the public records law except for its records generated in connection with the Board. The Board may work in tandem with the Alliance and other Downtown commercial organizations to improve and mitigate adverse parking and transportation issues impacting Downtown Milwaukee and to promote positive parking and transportation options within the area, consistent with the purposes of this Operating Plan.

#### IV. METHOD OF ASSESSMENT

A. Annual Assessment Rate and Method

The annual assessment for District operating expenses will be levied against each property within the District in direct proportion to the current assessed

value of each property for real property tax purposes as of the date the District held the public hearing regarding its Year Fourteen Operating Plan (September 16, 2010). No owner of property within the District shall be eligible to receive or be subject to any reductions or increases in its assessment as a result of a decrease or increase in the assessed value for their property occurring after such date. In addition, the amount of an assessment against a particular property may change from year to year if that property's assessed value changes relative to other properties within the District.

Appendix C identifies each property included in the District and shows the proposed BID assessment for each property for the fourteenth year of operation. Such proposed assessments are based on the assessed value and classification estimated in 2010 pursuant to the foregoing formula.

In addition, any amounts due to the District from a property owner pursuant to a contract between the District and the property owner may, at the option of the District Board, become a special assessment or special charge against that property upon 30 days' prior written notice to the property owner.

B. Excluded and Exempt Property

The BID statute requires explicit consideration of certain classes of property. In compliance with the law, the following statements are provided.

1. Wisconsin Statutes section 66.1109(1)(f)(1m): The District will contain property used exclusively for manufacturing purposes, as well as properties used in part for manufacturing. These properties will be assessed according to the method set forth in this Operating Plan because it is assumed that they will benefit from development in the District.
2. Wisconsin Statutes section 66.1109(5)(a): Property used exclusively for residential purposes will not be assessed. Mixed use properties containing some residential use will be fully assessed by the District.
3. Consistent with Wisconsin Statutes section 66.1109(5)(a), property within the District boundaries but exempt from general real estate taxes under Wisconsin Statutes section 70.11 may not be specially assessed by the District but will be asked to make a financial contribution to the District on a voluntary basis. Funds collected in this manner in any given year may be used in any manner deemed

appropriate by the Board. In addition, consistent with Wisconsin Statutes section 66.1109(1)(b), those tax exempt properties within the original or amended boundaries of the District which later become taxable shall automatically become included within the District and subject to assessment under any current operating plan without necessity to undertake any other act.

## V. PROMOTION OF ORDERLY DEVELOPMENT OF THE CITY

### A. Enhanced Safety and Cleanliness

Under Wisconsin Statutes section 66.1109(1)(f)(4), this Operating Plan is required to specify how the creation of the District promotes the orderly development of the City. The District will enhance the safety and cleanliness of Downtown and, consequently, encourage commerce in the City. Increased business activity in the City will increase sales tax revenues and property tax base.

### B. City Role in District Operation

The City has committed to assisting owners and occupants in the District to promote its objectives. To this end, the City has played a significant role in creation of the District and in the implementation of this Operating Plan. In furtherance of its commitment, the City shall:

1. Perform its obligations and covenants under the Cooperation Agreement.
2. Provide technical assistance to the District in the adoption of this and subsequent operating plans and provide such other assistance as may be appropriate.
3. Collect assessments, maintain the same in a segregated account and disburse monies to the Board.
4. Receive annual audits as required per Wisconsin Statutes section 66.1109(3)(c).
5. Provide the Board, through the Office of Assessment, on or before July 1 of each year, and periodically update, with the official City records on the assessed value of each tax key number within the District as of January 1 of each year for purposes of calculating the District assessments.

6. Promptly appoint and confirm members to the Board, consistent with this Operating Plan.

## VI. PLAN APPROVAL PROCESS

### A. Public Review Process

The BID statute establishes a specific process for reviewing and approving operating plans. Pursuant to the statutory requirements, the following process will be followed:

1. The District shall submit its proposed Operating Plan to the Department of City Development.
2. The Community and Economic Development Committee of the Common Council will review the proposed Operating Plan at a public meeting and will make a recommendation to the full Common Council.
3. The Common Council will act on the proposed Operating Plan.
4. If adopted by the Common Council, the proposed Operating Plan is sent to the Mayor for his approval.
5. If approved by the Mayor, this Year Fourteen Operating Plan for the District is approved and the Mayor will appoint, in accordance with Article III.D., new members to the Board to replace Board members approved whose terms have expired or who have resigned.

## VII. FUTURE YEAR OPERATING PLANS

### A. Changes

It is anticipated that the District will continue to revise and develop this Operating Plan annually, in response to changing needs and opportunities in the District, in accordance with the purposes and objectives defined in this Operating Plan.

Wisconsin Statutes section 66.1109(3)(b) requires the Board and the City to annually review and make changes as appropriate in the Operating Plan. Therefore, while this document outlines in general terms proposed activities, information on specific assessed values, budget amounts and assessment amounts are based solely upon current conditions. Greater detail about subsequent years' activities will be provided in the required

annual plan updates, and approval by the Common Council of such plan updates shall be conclusive evidence of compliance with this Operating Plan and the BID statute.

In later years, the District Operating Plan will continue to apply the assessment formula, as adjusted, to raise funds to meet the next annual budget. However, the method of assessing shall not be materially altered, except with the approval of a 3/4 majority of the entire District Board and consent of the City of Milwaukee. In addition, if any year's annual aggregate assessment to property owners exceeds the prior year's annual aggregate assessment by 6% or more, such increased assessment must be approved by the owners of property assessed by the District having a property tax assessed valuation equal to at least 3/4 of the aggregate property tax assessed valuation of all property assessed by the District. Further, as set forth in Article III.C. above, a 2/3 majority of the entire District Board must approve increases in the District operating budget exceeding 4% of the prior year's budget and capital improvement expenditures of over \$15,000 in any one instance or of \$40,000 in the aggregate in any one year.

B. Early Termination of the District

The City shall consider terminating the District if the owners of property assessed under the Operating Plan having a valuation equal to more than 50% of the valuation of all property assessed under the Operating Plan, using the method of valuation specified herein, or the owners of property assessed under the Operating Plan having an assessed valuation equal to more than 50% of the assessed valuation of all property assessed under the Operating Plan, file a petition with the City Plan Commission requesting termination of the District. On or after the date such a petition is filed, neither the Board nor the City may enter into any new obligations by contract or otherwise until the expiration of thirty (30) days after the date a public hearing is held and unless the District is not terminated.

Within thirty (30) days after filing of a petition, the City Plan Commission shall hold a public hearing on the proposed termination. Notice of the hearing shall be published as a Class 2 notice. Before publication, a copy of the notice with a copy of the Operating Plan and a copy of the detail map showing the boundaries of the District shall be sent by certified mail to all owners of real property within the District.

Within thirty (30) days after the date of such hearing, every owner of property assessed under the Operating Plan may send a written notice to the

City Plan Commission indicating, if the owner signed a petition, that the owner retracts the owner's request to terminate the District or, if the owner did not sign the petition, that the owner requests termination of the District.

If, after the expiration of thirty (30) days after the date of the public hearing, by petition or subsequent notification and after subtracting any retractions, the owners of property assessed under the Operating Plan having a valuation equal to more than 50% of the valuation of all property assessed under the Operating Plan, using the method of valuation specified in the Operating Plan, or the owners of property assessed under the Operating Plan having an assessed valuation equal to more than 50% of the assessed valuation of all properties assessed under the Operating Plan have requested the termination of the District, the City shall terminate the District on the date that the obligation with the latest completion date entered into to implement the Operating Plan expires.

C. Amendment, Severability and Expansion

This District has been created under authority of Wisconsin Statutes section 66.1109. Except as set forth in the next sentence, should any court find any portion of this statute invalid or unconstitutional its decision will not invalidate or terminate the District and this Operating Plan shall be amended to conform to the law without need of re-establishment. Should any court find invalid or unconstitutional the organization of the entire District Board, any requirement for a 2/3 or 3/4 majority vote of the District Board, the budgeting process or the automatic termination provision of this or any subsequent Operating Plan, the District shall automatically terminate and this Operating Plan shall be of no further force and effect.

Should the legislature amend the statute to narrow or broaden the definition of a BID so as to exclude or include as assessable properties a certain class or classes of properties, then this Operating Plan may be amended by a 2/3 majority of the entire District Board and a majority of the Common Council of the City of Milwaukee as and when they conduct their annual Operating Plan approval and without necessity to undertake any other act. This is specifically authorized under section 66.1109(3)(b).

D. Automatic Termination Unless Affirmatively Extended.

The District Board shall not incur obligations extending beyond fifteen years from the date on which the District was created. At the end of the fifteenth year of the District's existence, the District Board shall prepare an operating plan for the sixteenth year that contemplates termination of the

District at the commencement of the sixteenth year as set forth in Wisconsin Statutes section 66.1109(3)(b), unless the owners of property assessed by the District having a valuation equal to 60% of the valuation of all property assessed by the District affirmatively vote to continue the District.

In addition, the Board may elect by majority vote to terminate the District if the City is in default of any obligation or covenant of the City set forth in the Cooperation Agreement. In such event, the District shall terminate as set forth in Wisconsin Statutes section 66.1109(4m).

## APPENDIX A

### Wisconsin Statutes section

66.1109 Business improvement districts. (1) In this section:

(a) "Board" means a business improvement district board appointed under sub. (3) (a).

(b) "Business improvement district" means an area within a municipality consisting of contiguous parcels and may include railroad rights-of-way, rivers, or highways continuously bounded by the parcels on at least one side, and shall include parcels that are contiguous to the district but that were not included in the original or amended boundaries of the district because the parcels were tax-exempt when the boundaries were determined and such parcels became taxable after the original or amended boundaries of the district were determined.

(c) "Chief executive officer" means a mayor, city manager, village president or town chairperson.

(d) "Local legislative body" means a common council, village board of trustees or town board of supervisors.

(e) "Municipality" means a city, village or town.

(f) "Operating plan" means a plan adopted or amended under this section for the development, redevelopment, maintenance, operation and promotion of a business improvement district, including all of the following:

1. The special assessment method applicable to the business improvement district.

1m. Whether real property used exclusively for manufacturing purposes will be specially assessed.

2. The kind, number and location of all proposed expenditures within the business improvement district.

3. A description of the methods of financing all estimated expenditures and the time when related costs will be incurred.

4. A description of how the creation of the business improvement district promotes the orderly development of the municipality, including its relationship to any municipal master plan.

5. A legal opinion that subs. 1. to 4. have been complied with.

(g) "Planning commission" means a plan commission under s. 62.23, or if none a board of public land commissioners, or if none a planning committee of the local legislative body.

(2) A municipality may create a business improvement district and adopt its operating plan if all of the following are met:

(a) An owner of real property used for commercial purposes and located in the proposed business improvement district designated under par. (b) has petitioned the municipality for creation of a business improvement district.

(b) The planning commission has designated a proposed business improvement district and adopted its proposed initial operating plan.

(c) At least 30 days before creation of the business improvement district and adoption of its initial operating plan by the municipality, the planning commission has held a public hearing on its proposed business improvement district and initial operating plan. Notice of the hearing shall be published as a class 2 notice under ch. 985. Before publication, a copy of the notice together with a copy of the proposed initial operating plan and a copy of a detail map showing the boundaries of the proposed business improvement district shall be sent by certified mail to all owners of real property within the proposed business improvement district. The notice shall state the boundaries of the proposed business improvement district and shall indicate that copies of the proposed initial operating plan are available from the planning commission on request.

(d) Within 30 days after the hearing under par. (c), the owners of property to be assessed under the proposed initial operating plan having a valuation equal to more than 40% of the valuation of all property to be assessed under the proposed initial operating plan, using the method of valuation specified in the proposed initial operating plan, or the owners of property to be assessed under the proposed initial operating plan having an assessed valuation equal to more than 40% of the assessed valuation of all property to be assessed under the proposed initial operating plan, have not filed a petition with the planning commission protesting the proposed business improvement district or its proposed initial operating plan.

(e) The local legislative body has voted to adopt the proposed initial operating plan for the municipality.

(3) (a) The chief executive officer shall appoint members to a business improvement district board to implement the operating plan. Board members shall be confirmed by the local legislative body and shall serve staggered terms designated by the local legislative body. The board shall have at least 5 members. A majority of board members shall own or occupy real property in the business improvement district.

(b) The board shall annually consider and may make changes to the operating plan, which may include termination of the plan, for its business improvement district. The board shall then submit the operating plan to the local legislative body for its approval. If the local legislative body disapproves the operating plan, the board shall consider and may make changes to the operating plan and may continue to resubmit the operating plan until local legislative body approval is obtained. Any change to the special assessment method applicable to the business improvement district shall be approved by the local legislative body.

(c) The board shall prepare and make available to the public annual reports describing the current status of the business improvement district, including expenditures and revenues. The report shall include an independent certified audit of the implementation of the operating plan obtained by the municipality. The municipality shall obtain an additional independent certified audit upon termination of the business improvement district.

(d) Either the board or the municipality, as specified in the operating plan as adopted, or amended and approved under this section, has all powers necessary or convenient to implement the operating plan, including the power to contract.

(4) All special assessments received from a business improvement district and all other appropriations by the municipality or other moneys received for the benefit of the business improvement district shall be placed in a segregated account in the municipal treasury. No disbursements from the account may be made except to reimburse the municipality for appropriations other than special assessments, to pay the costs of audits required under sub. (3) (c) or on order of the board for the purpose of implementing the operating plan. On termination of the business improvement district by the municipality, all moneys collected by special assessment remaining in the account shall be disbursed to the owners of specially assessed property in the business improvement district, in the same proportion as the last collected special assessment.

(4m) A municipality shall terminate a business improvement district if the owners of property assessed under the operating plan having a valuation equal to more than 50% of the valuation of all property assessed under the operating plan, using the method of valuation specified in the operating plan, or the owners of property assessed under the operating plan having an assessed valuation equal to more than 50% of the assessed valuation of all property assessed under the operating plan, file a petition with the planning commission requesting termination of the business improvement district, subject to all of the following conditions:



(a) A petition may not be filed under this subsection earlier than one year after the date the municipality first adopts the operating plan for the business improvement district.

(b) On and after the date a petition is filed under this subsection, neither the board nor the municipality may enter into any new obligations by contract or otherwise to implement the operating plan until the expiration of 30 days after the date of hearing under par. (c) and unless the business improvement district is not terminated under par. (e).

(c) Within 30 days after the filing of a petition under this subsection, the planning commission shall hold a public hearing on the proposed termination. Notice of the hearing shall be published as a class 2 notice under ch. 985. Before publication, a copy of the notice together with a copy of the operating plan and a copy of a detail map showing the boundaries of the business improvement district shall be sent by certified mail to all owners of real property within the business improvement district. The notice shall state the boundaries of the business improvement district and shall indicate that copies of the operating plan are available from the planning commission on request.

(d) Within 30 days after the date of hearing under par. (c), every owner of property assessed under the operating plan may send written notice to the planning commission indicating, if the owner signed a petition under this subsection, that the owner retracts the owner's request to terminate the business improvement district, or, if the owner did not sign the petition, that the owner requests termination of the business improvement district.

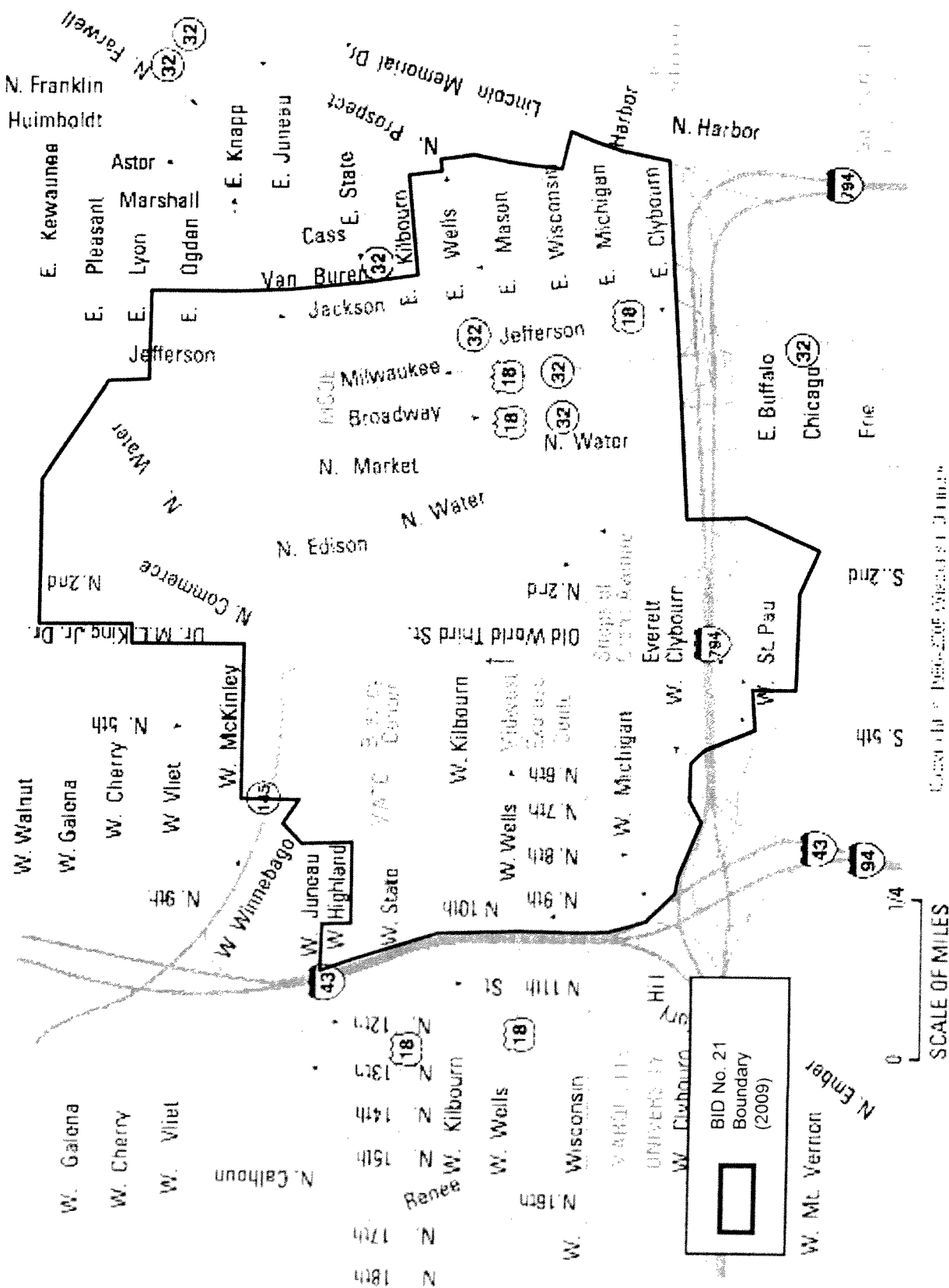
(e) If after the expiration of 30 days after the date of hearing under par. (c), by petition under this subsection or subsequent notification under par. (d), and after subtracting any retractions under par. (d), the owners of property assessed under the operating plan having a valuation equal to more than 50% of the valuation of all property assessed under the operating plan, using the method of valuation specified in the operating plan, or the owners of property assessed under the operating plan having an assessed valuation equal to more than 50% of the assessed valuation of all property assessed under the operating plan, have requested the termination of the business improvement district, the municipality shall terminate the business improvement district on the date that the obligation with the latest completion date entered into to implement the operating plan expires.

(5) (a) Real property used exclusively for residential purposes and real property that is exempted from general property taxes under s. 70.11 may not be specially assessed for purposes of this section.

(b) A municipality may terminate a business improvement district at any time.

(c) This section does not limit the power of a municipality under other law to regulate the use of or specially assess real property.

# APPENDIX B Map of District Boundaries



2011 BID 21 ASSESSMENT SPREADSHEET

rem_taxkey	rei status	addr	rem_owner1	zip	propclass	rem_curr_lar	rem_curr_re	rem_curr_tot	obj	2010 BID Assessment
3600088113	3 Active	1635 N WATER	USL LAND LLC	53202	Local Commercial	1552300	4400	1556700		\$0.00
3600901100	X Active	606 E JUNEAU	DIANE BUILDING CORPORATION	53202	Special Mercantile	463700	2181300	2645000	Obj	\$4,013.56
3600911000	8 Active	1237 N VAN BUREN	NOLA ET AL	53224	Special Mercantile	656100	1883900	2540000		\$3,854.24
3601281000	2 Active	605 E LYON	EAST POINTE MARKETPLACE	53202	Special Mercantile	1897700	6393300	8291000	Obj	\$12,580.89
3601471000	5 Active	600 E OGDEN	RIVERCREST II LLC	53202	Special Mercantile	271500	2552500	2824000		\$4,285.18
3601472000	0 Active	624 E OGDEN	OGDEN 632 LLC	53202	Special Mercantile	127700	1316300	1444000		\$2,191.15
3601781000	0 Active	1531 N WATER	NORTH END PHASE I LLC	53202	Mercantile Apartme	902700	11585300	12488000	Obj	\$18,949.49
3601782000	6 Active	455 E PLEASANT	USL PHASE I LAND LLC	53202	Mercantile Apartme	1092500	0	1092500		\$1,657.78
3601783000	1 Active	1433 N WATER	USL LAND LLC	53202	Mercantile Apartme	893800	0	893800		\$1,356.27
3610184112	4 Active	1505 N RIVERCENTER	SCHLITZ RIVERCENTER LLC	53212	Special Mercantile	19029000	13901000	32930000	Obj	\$49,968.50
3610279100	7 Active	319 W CHERRY	MILWAUKEE PLATING COMPANY	53212	Local Commercial	90000	17100	107100		\$162.52
3610317100	2 Active	1345 N MARTIN L KING JR	BREWERY WORKERS CREDIT UNIC	53212	Special Mercantile	311900	251100	563000		\$854.30
3610326000	5 Active	1333 N MARTIN L KING JR	BRIAN L MOSEHART	33852	Local Commercial	52500	229500	282000		\$427.91
3610327000	0 Active	1331 N MARTIN L KING JR	SANFORD J MITZ	53212	Local Commercial	55700	244300	300000		\$455.22
3610328111	8 Active	1301 N MARTIN L KING JR	MB ACQUISITION LLC	53202	Manufacturing	631600	2262600	2894200		\$4,391.70
3610409100	2 Active	300 W JUNEAU	SYDNEY HIH DEVELOPMENT LLC	53202	Special Mercantile	263100	260200	523300		\$794.06
3610415100	5 Active	1141 N OLD WORLD THIRD	MILWAUKEE MODERNE LLC	53203	Special Mercantile	787800	0	787800		\$1,195.42
3610421000	1 Active	1137 N OLD WORLD THIRD	RUSSELL DAVIS	53203	Special Mercantile	34200	313800	348000		\$528.06
3610425000	3 Active	1129 N OLD WORLD THIRD	RFP PARKING LLC	53005	Special Mercantile	90000	204000	294000		\$446.12
3610426000	9 Active	1125 N OLD WORLD THIRD	CARMELINO CAPATI JR &	53203	Special Mercantile	54000	326000	380000		\$576.62
3610427000	4 Active	1121 N OLD WORLD THIRD	FRED USINGER INC	53203	Special Mercantile	63000	27000	90000		\$136.57
3610429000	5 Active	1117 N OLD WORLD THIRD	FRED USINGER, INC	53203	Special Mercantile	78800	34200	113000		\$171.47
3610430000	0 Active	1113 N OLD WORLD THIRD	HIGHLAND BEACH SURFERS INC	53226	Special Mercantile	45000	63000	108000		\$163.88
3610431000	6 Active	1109 N OLD WORLD THIRD	CHARLES E OR AILEEN ALBERT	53226	Special Mercantile	45000	272000	317000		\$481.02
3610432000	1 Active	1105 N OLD WORLD THIRD	CARMELINO R CAPATI &	53203	Special Mercantile	45000	228000	273000		\$414.25
3610437000	9 Active	1103 N OLD WORLD THIRD	OLD WORLD DEV LLC	53202	Special Mercantile	59400	1274600	1334000	Obj	\$2,024.23
3610438000	4 Active	316 W HIGHLAND	FRED USINGER, INC	53203	Special Mercantile	30600	101400	132000		\$200.30
3610459000	9 Active	505 W JUNEAU	WALTER M HEIMERL & FRANCEEN	53203	Special Mercantile	120000	108000	228000		\$345.97
3610515100	9 Active	1048 N 4TH	THE MILWAUKEE TURNERS	53203	Special Mercantile	300000	584000	884000		\$1,341.40
3610519100	0 Active	1037 N OLD WORLD THIRD	G VICTOR MADER	53203	Special Mercantile	270000	1305000	1575000		\$2,389.93
3610520000	X Active	1030 N 4TH	MILWAUKEE TURNERS	53203	Special Mercantile	300000	609000	909000		\$1,379.33
3610521000	5 Active	1033 N OLD WORLD THIRD	1033 OLD WORLD 3RD LLC	53202	Special Mercantile	53100	1264900	1318000		\$1,999.95
3610522000	0 Active	1029 N OLD WORLD THIRD	TOM AND PATTY LLC	53203	Special Mercantile	36900	544100	581000		\$881.62
3610523000	6 Active	1023 N OLD WORLD THIRD	1023 OLD WORLD ENTERPRISE	55416	Special Mercantile	69900	1141100	1211000		\$1,837.59
3610524000	1 Active	1021 N OLD WORLD THIRD	RICHARD WAGNER	53203	Special Mercantile	35200	211800	247000		\$374.80
3610527000	8 Active	1015 N OLD WORLD THIRD	BUCK BRADLEY LLC	53203	Special Mercantile	75600	1443400	1519000		\$2,304.95
3610528000	3 Active	1013 N OLD WORLD THIRD	THOMAS P EHR & YVETTE R EHR	89117	Special Mercantile	36000	187000	223000		\$338.38
3610529000	9 Active	1009 N OLD WORLD THIRD	LENRAK LLC	53203	Special Mercantile	36000	300000	336000		\$509.85
3610530000	4 Active	1005 N OLD WORLD THIRD	CHARLOTTE M BOUCHARD	53203	Special Mercantile	23800	282200	306000		\$464.33
3610531110	3 Active	332 W STATE	THE JOURNAL COMPANY	53201	Special Mercantile	950000	0	950000		\$1,441.54
3610534000	6 Active	324 W STATE	BRIAN E O'LEARY	53203	Special Mercantile	30000	84000	114000		\$172.99
3610535000	1 Active	322 W STATE	SANDRA STONE RUFFALO	53203	Special Mercantile	30000	671000	701000		\$1,063.71
3610536000	7 Active	316 W STATE	JOHN HINKEL BUILDING LLC	53012	Special Mercantile	28800	35700	64500		\$97.87
3610537000	2 Active	1001 N OLD WORLD THIRD	JOHN HINKEL BUILDING LLC	53012	Special Mercantile	29100	854900	884000		\$1,341.40
3610538000	8 Active	1003 N OLD WORLD THIRD	ROBERT A BOUCHARD &	53222	Special Mercantile	26400	231600	258000		\$391.49

3610539110	7	Active	1044 N OLD WORLD THIRD	HIGHLAND BEACH SURFER INC	53226	Special Mercantile	465900	2007100	2473000		\$3,752.57
3610540111	0	Active	1030 N OLD WORLD THIRD	FRED USINGER INC	53203	Manufacturing	2272900	859800	3132700		\$4,753.61
3610559111	4	Active	333 W STATE	JOURNAL/SENTINEL INC	53201	Manufacturing	5931400	6042600	11974000		\$18,169.53
3610571100	4	Active	330 W KILBOURN	THE JOURNAL COMPANY	53201	Special Mercantile	264000	1016000	1280000		\$1,942.29
3610603116	3	Active	333 W KILBOURN	NOBLE I MILWAUKEE, LLC	30326	Special Mercantile	2949600	23050400	26000000		\$39,452.81
3610616111	3	Active	340 W WELLS	THE ISAACS FAMILY LIMITED	53203	Special Mercantile	1168400	5885600	7054000		\$10,703.85
3610618115	7	Active	302 W WELLS	NOBLE I MILWAUKEE, LLC	30326	Special Mercantile	626100	0	626100		\$950.05
3610619000	8	Active	836 N OLD WORLD THIRD	ANANT CHONGVATANABANDIT	53132	Special Mercantile	112500	172500	285000		\$432.46
3610620000	3	Active	830 N OLD WORLD THIRD	AMARAWAN PHOUNGPOL 2008	53203	Special Mercantile	300000	1007000	1307000		\$1,983.26
3610621100	5	Active	822 N OLD WORLD THIRD	AMARAWAN PHOUNGPOL	53203	Special Mercantile	450000	12000	462000		\$701.05
3610622000	4	Active	823 N 2ND	CHALET AT THE RIVER LLC	53203	Special Mercantile	600000	5252000	5852000		\$8,879.92
3610624000	5	Active	808 N OLD WORLD THIRD	SIXTH PROPERTY LLC	53203	Special Mercantile	750000	2518000	3268000	Obj	\$4,958.91
3610625000	0	Active	206 W WELLS	LOTS OF LUCK LLC	53203	Special Mercantile	600000	58000	658000		\$998.46
3610627100	8	Active	111 W KILBOURN	KILBOURN BRIDGE ASSOCIATES	53203	Special Mercantile	278500	1212500	1491000		\$2,262.47
3610629000	2	Active	840 N PLANKINTON	QAZEX INVESTMENTS LLC	53203	Special Mercantile	390000	1085000	1475000		\$2,238.19
3610630000	8	Active	834 N PLANKINTON	ROBERT E JOHN	53211	Special Mercantile	120000	451000	571000		\$866.44
3610631000	3	Active	830 N PLANKINTON	ROBERT E JOHN	53211	Special Mercantile	61000	144000	205000		\$311.07
3610632000	9	Active	826 N PLANKINTON	BARTELS LIMITED PARTNERSHIP	53203	Special Mercantile	122000	1238000	1360000		\$2,063.69
3610633000	4	Active	814 N PLANKINTON	BARTELS LTD PTN	53203	Special Mercantile	186000	1085000	1271000		\$1,928.64
3610634000	X	Active	810 N PLANKINTON	PLANKINTON PROFESSIONAL	54235	Special Mercantile	63000	312000	375000		\$569.03
3610635000	5	Active	808 N PLANKINTON	ROBERT E JOHN	53211	Special Mercantile	64000	350000	414000		\$628.21
3610642111	5	Active	710 N PLANKINTON	TOWNE REALTY INC	53203	Special Mercantile	1700400	6353600	8054000	Obj	\$12,221.27
3610647000	0	Active	725 N PLANKINTON	MOSTREET LLC	53203	Special Mercantile	205500	319500	525000		\$796.64
3610648000	6	Active	152 W WISCONSIN	MOSTREET LLC	53203	Special Mercantile	673700	2226300	2900000		\$4,400.51
3610649100	8	Active	174 W WISCONSIN	HCP OBG MILWAUKEE	60610	Special Mercantile	720000	7780000	8500000	Obj	\$12,898.03
3610652100	4	Active	215 W WELLS	PROGENY CAPITAL PARTNERS LLC 90241		Special Mercantile	645700	8000	653700		\$991.93
3610652200	0	Active	749 N 2ND	PROGENY CAPITAL PARTNERS LLC 90241		Special Mercantile	263900	0	263900		\$400.45
3610653000	3	Active	746 N OLD WORLD THIRD	PROGENY CAPITAL PARTNERS LLC 90241		Special Mercantile	450000	5600	455600		\$691.33
3610655100	0	Active	735 N 2ND	PROGENY CAPITAL PARTNERS LLC 90241		Special Mercantile	290800	0	290800		\$441.26
3610657000	5	Active	730 N OLD WORLD THIRD	DAVID A WEIR	53202	Mercantile Apartme	453300	1473700	1927000		\$2,924.06
3610658000	0	Active	212 W WISCONSIN	IRON BUTTERFLY LLC	53202	Special Mercantile	756000	281000	1037000		\$1,573.56
3610659000	6	Active	720 N OLD WORLD THIRD	WISCONSIN HOTEL COMPANY LLC 33160		Mercantile Apartme	864000	8092000	8956000	Obj	\$13,589.97
3610660000	1	Active	200 W WISCONSIN	200 WISCONSIN LLC	53029	Special Mercantile	336000	930000	1266000		\$1,921.05
3610661000	7	Active	224 W WISCONSIN	ROCK INVESTMENT GROUP LLC	53203	Special Mercantile	245000	401000	646000		\$980.25
3610662000	2	Active	234 W WISCONSIN	230 WISCONSIN GROUP LTD	60002	Special Mercantile	241000	593000	834000		\$1,265.52
3610663000	8	Active	236 W WISCONSIN	HOTEL INVESTMENT PROPERTY	53203	Special Mercantile	163000	1837000	2000000		\$3,034.83
3610664113	1	Active	310 W WISCONSIN	RAIT REUSS FED PLAZA LLC	53203	Special Mercantile	4551200	24877800	29429000		\$44,656.02
3610665100	5	Active	736 N 4TH	TOWNE REALTY INC	53203	Special Mercantile	888000	3372000	4260000	Obj	\$6,464.19
3610701000	3	Active	825 W WISCONSIN	ST JAMES COURT HISTORIC	53233	Mercantile Apartme	61400	1602600	1664000		\$2,524.98
3610702000	9	Active	815 W WISCONSIN	TOWNE PETERSON LLC	53203	Special Mercantile	68600	31000	99600		\$151.13
3610703000	4	Active	801 W WISCONSIN	TOWNE PETERSON LLC	53203	Special Mercantile	330900	91100	422000		\$640.35
3610707110	X	Active	735 W WISCONSIN	TOWNE -PETERSON LLC	53203	Special Mercantile	1008000	2731000	3739000	Obj	\$5,673.62
3610709100	3	Active	625 N JAMES LOVELL	TOWNE PETERSON LLC	53203	Special Mercantile	87300	37700	125000		\$189.68
3610711000	8	Active	712 W MICHIGAN	LIBERTY HOLDING CO LTD	53202	Special Mercantile	67500	873500	941000	Obj	\$1,427.89
3610712000	3	Active	700 W MICHIGAN	LIBERTY HOLDING CO LTD	53202	Special Mercantile	135000	1221000	1356000	Obj	\$2,057.62
3610713111	0	Active	633 W WISCONSIN	THE CLARK BUILDING	53203	Special Mercantile	1428000	9007000	10435000		\$15,834.23
3610714111	6	Active	611 W WISCONSIN	DOWNTOWN VENTURES LLP	53703	Special Mercantile	839100	8660900	9500000		\$14,415.45

3610719112	1	Active	509 W WISCONSIN	MILW CITY CENTER LLC	53202	Special Mercantile	5231200	29768800	35000000		\$53,109.55
3610739120	1	Active	615 N 4TH	BOSTCO LLC	53203	Special Mercantile	1440000	1460000	2900000		\$4,400.51
3610750100	7	Active	211 W WISCONSIN	ZAHARA WISCONSIN AVE LLC	80014	Special Mercantile	1320000	14680000	16000000	Obj	\$24,278.65
3610764300	6	Active	635 N PLANKINTON	GRAND AVE NEW CITY MALL LLC	53203	Special Mercantile	0	0	0		\$0.00
3610776114	9	Active	105 W MICHIGAN	105/111 LLC	53203	Special Mercantile	3764300	11579700	15344000	Obj	\$23,283.23
3610781000	X	Active	555 N PLANKINTON	IVORY RETAIL OFFICE	53203	Special Mercantile	1200000	1055000	2255000		\$3,421.77
3610785100	8	Active	503 N PLANKINTON	E THOMAS COLLINS TRUST	60611	Special Mercantile	1200000	100000	1300000		\$1,972.64
3610786110	0	Active	522 N 2ND	E THOMAS COLLINS TRUST	60611	Special Mercantile	1200000	100000	1300000		\$1,972.64
3610799110	1	Active	401 W MICHIGAN	401 W MICHIGAN ST MILW LLC	85261	Special Mercantile	1920000	7030000	8950000	Obj	\$13,580.87
3610814122	5	Active	501 W MICHIGAN	TIME INSURANCE COMPANY	53203	Special Mercantile	2873700	25298300	28172000	Obj	\$42,748.63
3610822110	5	Active	633 W MICHIGAN	633 WEST MICHIGAN LLC	53203	Special Mercantile	963700	1736300	2700000		\$4,097.02
3610825120	9	Active	525 N 6TH	S & R PROPERTY LLC	53203	Special Mercantile	238000	1102000	1340000	Obj	\$2,033.34
3610834210	7	Active	545 N JAMES LOVELL	LIBERTY HOLDING CO LTD	53202	Special Mercantile	33800	79200	113000		\$171.47
3610835000	2	Active	555 N JAMES LOVELL	THE SCHETTLE JOINT REVOCABLE	53151	Special Mercantile	30000	366000	396000		\$600.90
3610840111	1	Active	803 W MICHIGAN	TOWN REALTY INC	53203	Special Mercantile	482100	3592900	4075000	Obj	\$6,183.47
3610849100	5	Active	531 N 8TH	TOWN REALTY INC	53203	Special Mercantile	76800	9900	86700		\$131.56
3610850110	8	Active	521 N 8TH	TOWNE REALTY INC	53203	Special Mercantile	73200	406800	480000		\$728.36
3610876100	2	Active	404 W ST PAUL	CULLEN OAKLAND INC	30301	Special Mercantile	165000	584000	749000		\$1,136.54
3610877000	1	Active	422 N 5TH	CAFFEINE FACTORY LLC	53203	Manufacturing	139200	509900	649100		\$984.95
3610878100	3	Active	420 W ST PAUL	ACE INDUSTRIAL PROPERTIES	53110	Special Mercantile	111400	2524600	2636000	Obj	\$3,999.91
3610886000	0	Active	423 N 3RD	DF INVESTMENT II	53203	Special Mercantile	41300	578700	620000		\$940.80
3610889100	3	Active	411 N 3RD	D F INVESTMENTS	53203	Special Mercantile	33700	174300	208000		\$315.62
3610901100	7	Active	400 N 3RD	CULLEN OAKLAND INC	30301	Special Mercantile	82500	257500	340000		\$515.92
3611554110	7	Active	721 W WINNEBAGO	BREWERY PROJECT LLC	53203	Special Mercantile	92900	0	92900		\$140.97
3611713100	3	Active	601 W WELLS	TTOW PROPERTIES LLC	75266	Special Mercantile	735000	3698000	4433000		\$6,726.70
3611715000	8	Active	738 N JAMES LOVELL	SHADED DOG VENTURES LLC	53233	Special Mercantile	40000	254000	294000		\$446.12
3611716000	3	Active	746 N JAMES LOVELL	STEVEN M LECHTER &	53217	Special Mercantile	35000	133000	168000		\$254.93
3611717000	9	Active	728 N JAMES LOVELL	COMMUNITY ADVOCATES INC	53203	Special Mercantile	300000	1491000	1791000		\$2,717.69
3611718100	0	Active	723 N 6TH	TTOW PROPERTIES LLC	75226	Special Mercantile	240000	170000	410000		\$622.14
3611721000	0	Active	626 W WISCONSIN	THE CENTRAL MARKET PLACE CO	53202	Special Mercantile	326200	71800	398000		\$603.93
3611722000	6	Active	612 W WISCONSIN	WISCONSIN AVENUE PROPERTY	53203	Mercantile Apartme	86200	2267800	2354000		\$3,572.00
3611729110	8	Active	700 W WISCONSIN	PARTNERSHIP TO DEVELOP	53202	Mercantile Apartme	470500	13502500	13973000	Obj	\$21,202.85
3611801110	9	Active	1104 N OLD WORLD THIRD	RFP OFFICE LLC	53005	Special Mercantile	585600	7551400	8137000		\$12,347.21
3611802100	7	Active	1124 N OLD WORLD THIRD	RFP PARKING LLC	53005	Special Mercantile	1933300	0	1933300		\$2,933.62
3611841110	7	Active	1610 N 2ND	1610 N 2ND STREET LLC	53212	Special Mercantile	1164700	8683200	9847900	Obj	\$14,943.36
3611842000	9	Active	111 W PLEASANT	SCHLITZ PARK ASSOCIATES I	53212	Special Mercantile	446300	1289700	1736000	Obj	\$2,634.23
3611844000	X	Active	101 W PLEASANT	101 WEST PLEASANT LLC	53212	Special Mercantile	517800	3433200	3951000	Obj	\$5,995.31
3611852110	7	Active	1542 N 2ND	SCHLITZ PARK ASSOCIATES II	53212	Special Mercantile	95800	152200	248000		\$376.32
3611891000	6	Active	1401 N MARTIN L KING JR	PARK EAST ENTERPRISE LOFTS I	53575	Mercantile Apartme	782000	4017000	4799000		\$7,282.08
3611901000	9	Active	730 N PLANKINTON	MOSTREET III LLC	53203	Special Mercantile	16200	287800	304000		\$461.29
3611954000	8	Active	215 W PLEASANT	SCHLITZ PARK ASSOC II LTD	53212	Special Mercantile	984000	77000	1061000	Obj	\$1,609.98
3611961000	6	Active	201 W PLEASANT	THE BREWERY WORKS INC	53212	Special Mercantile	517000	150000	667000	Obj	\$1,012.12
3611962000	1	Active	1500 N 2ND	SCHLITZ PARK ASSOCIATES I	53212	Special Mercantile	348800	70000	418800	Obj	\$635.49
3611963000	7	Active	101 E PLEASANT	SCHLITZ PARK ASSOC LTD	53212	Special Mercantile	1734000	230000	1964000	Obj	\$2,980.20
3611991100	6	Active	1420 N MARTIN L KING JR	COMMERCE POWER LLC	53212	Special Mercantile	1170600	398200	1568800	Obj	\$2,380.52
3611992000	5	Active	201 W CHERRY	RIVERBEND PLACE LLC	53212	Special Mercantile	3581600	50794400	54376000		\$82,510.99
3611993000	0	Active	1330 N MARTIN L KING JR	BREWERY WORKS INC	53212	Special Mercantile	431400	0	431400	Obj	\$654.61

3611994100	2	Active	1254 N MARTIN L KING JR	CLF TW MILWAUKEE LLC	10018	Special Mercantile	1857700	23605300	25463000	Obj	\$38,637.95
3612001000	4	Active	235 W GALENA	BREWERY WORKS INC	53212	Special Mercantile	356600	543400	900000		\$1,365.67
3612002000	X	Active	205 W GALENA	BREWERY WORKS INC	53212	Special Mercantile	286900	63100	350000	Obj	\$531.10
3620472000	7	Active	1220 N OLD WORLD THIRD	MILW BLOCK 10 PROP LLC	53202	Special Mercantile	1123100	8476900	9600000		\$14,567.19
3910101000	0	Active	900 W WISCONSIN	WISCONSIN CLUB	53233	Special Mercantile	1714600	4230400	5945000	Obj	\$9,021.04
3910761000	X	Active	606 W WISCONSIN	CITY REAL ESTATE DEV LLC	53202	Special Mercantile	13100	204800	217900		\$330.64
3910762000	5	Active	606 W WISCONSIN	CITY REAL ESTATE DEV LLC	53202	Special Mercantile	1300	28000	29300		\$44.46
3910763000	0	Active	606 W WISCONSIN	CITY REAL ESTATE DEV LLC	53202	Special Mercantile	1900	14000	15900		\$24.13
3920001111	6	Active	751 N PLANKINTON	MOSTREET II, LLC	53203	Special Mercantile	390100	256900	647000		\$981.77
3920001121	3	Active	135 W WELLS	GERMANIA LTD LIABILITY CO.	53203	Special Mercantile	594300	3301700	3896000	Obj	\$5,911.85
3920202000	7	Active	843 N PLANKINTON	THANKS A-LOT LLC	53203	Special Mercantile	797000	1000	798000		\$1,210.90
3920203000	2	Active	840 N OLD WORLD THIRD	EARL & JOANNE CHARLTON	53203	Special Mercantile	137200	634800	772000		\$1,171.44
3920302000	0	Active	104 E MASON	CITY HALL SQUARE LLC	60523	Special Mercantile	652200	6118800	6771000	Obj	\$10,274.42
3920401110	2	Active	789 N WATER	K & K MCKINNEY PROPERTIES	34135	Special Mercantile	880000	9897000	10777000		\$16,353.19
3920411000	3	Active	753 N WATER	DERMOND ASSOCIATES LLC	53202	Special Mercantile	173000	760000	933000	Obj	\$1,415.75
3920601110	X	Active	733 N WATER	COMPASS PROPERTIES	53202	Special Mercantile	1007600	10848400	11856000		\$17,990.48
3920601120	7	Active	731 N WATER	COMPASS PROPERTIES 731	53202	Special Mercantile	436700	1338300	1775000		\$2,693.41
3920604110	6	Active	100 E WISCONSIN	100 EAST WISCONSIN AVENUE	53202	Special Mercantile	2064500	63432500	65497000	Obj	\$99,386.17
3920605111	X	Active	111 E WISCONSIN	BREOF BNK MIDWEST LLC	60606	Special Mercantile	3089000	25521000	28610000		\$43,413.26
3920614111	9	Active	543 N WATER	BREOF BNK MIDWEST LLC	60606	Special Mercantile	1404000	5096000	6500000		\$9,863.20
3920651000	9	Active	225 E MICHIGAN	STONEWATER HISTORIC	53202	Special Mercantile	576000	1424000	2000000	Obj	\$3,034.83
3920652100	0	Active	525 N BROADWAY	STONEWATER HISTORIC	53202	Special Mercantile	432000	200000	632000		\$959.01
3920656000	6	Active	511 N BROADWAY	STONEWATER HISTORIC MILW LLC	53202	Special Mercantile	216000	108000	324000		\$491.64
3920657000	1	Active	503 N BROADWAY	UIHLEIN PROPERTIES, LLC	53202	Special Mercantile	216000	75000	291000		\$441.57
3920658000	7	Active	500 N WATER	BUTTON BLOCK LLC	53202	Special Mercantile	192000	2357000	2549000	Obj	\$3,867.89
3920659000	2	Active	510 N WATER	BUTTON BLOCK LLC	53202	Special Mercantile	96000	46000	142000	Obj	\$215.47
3920660100	4	Active	514 N WATER	C-SYSTEMS INC	53211	Special Mercantile	48000	358000	406000		\$616.07
3920660200	0	Active	518 N WATER	GEORGE V ALEX	53220	Special Mercantile	96000	779000	875000		\$1,327.74
3920661000	3	Active	524 N WATER	BASE STATION LLC	53202	Special Mercantile	48000	446000	494000		\$749.60
3920662000	9	Active	530 N WATER	WOMENS HEALTH SERV WI INC	53202	Special Mercantile	96000	327000	423000		\$641.87
3920663000	4	Active	532 N WATER	HEZ MO PROPERTIES LLC	53218	Special Mercantile	96000	875000	971000		\$1,473.41
3920664000	X	Active	207 E MICHIGAN	MITCHELL RENAISSANCE LLC	53202	Special Mercantile	384000	1455000	1839000		\$2,790.53
3920665000	5	Active	229 E WISCONSIN	RAILWAY EXCHANGE BUILDING	53202	Special Mercantile	159100	1554900	1714000		\$2,600.85
3920669000	7	Active	625 N BROADWAY	JOSEPH IANNELLI & GRACE HW &	53005	Special Mercantile	72000	224000	296000		\$449.16
3920670000	2	Active	611 N BROADWAY	STONEWATER HISTORIC	53202	Special Mercantile	864000	2127000	2991000	Obj	\$4,538.59
3920672100	X	Active	610 N WATER	TOON CITY II LLC	53202	Special Mercantile	150000	390000	540000		\$819.40
3920674000	4	Active	622 N WATER	TOON CITY INC	53202	Special Mercantile	336000	1482000	1818000		\$2,758.66
3920675000	X	Active	624 N WATER	ELK VI LLC	53227	Special Mercantile	96000	344000	440000	Obj	\$667.66
3920676000	5	Active	628 N WATER	ELK VI LLC	53227	Special Mercantile	189600	539400	729000	Obj	\$1,106.20
3920677110	4	Active	632 N WATER	TOON CITY INC	53202	Special Mercantile	244800	46200	291000		\$441.57
3920681100	9	Active	205 E WISCONSIN	WISCONSIN 205 LLC	53203	Special Mercantile	588000	1950000	2538000		\$3,851.20
3920683000	3	Active	225 E MASON	225 EAST MASON PROPERTY LLC	53202	Special Mercantile	156200	2050800	2207000	Obj	\$3,348.94
3920689113	4	Active	250 E WISCONSIN	ORIX CAPITAL MARKETS, LLC, A	75219	Special Mercantile	2819300	9943700	12763000		\$19,366.78
3920690113	X	Active	200 E WISCONSIN	FIRST FINANCIAL FAIRFIELD	28202	Special Mercantile	1106000	9280000	10386000	Obj	\$15,759.88
3920696100	0	Active	718 N WATER	100 E WISCONSIN AV JT VNTR	53202	Special Mercantile	839700	3680300	4520000	Obj	\$6,858.72
3920697000	X	Active	734 N WATER	COMPASS PROPERTIES	53202	Special Mercantile	479600	1562400	2042000		\$3,098.56
3920700100	0	Active	769 N BROADWAY	MARSHALL & ILSLEY BANK	53202	Special Mercantile	360000	309000	669000		\$1,015.15

3920702000	5	Active	751 N BROADWAY	NEW 757 LLC	53202	Special Mercantile	384000	2995000	3379000	Obj	\$5,127.35
3920704100	2	Active	224 E MASON	PENTA LLC	53008	Special Mercantile	96000	586000	682000		\$1,034.88
3920705100	8	Active	216 E MASON	GRAY MAIDEN LLC	53132	Special Mercantile	96000	338000	434000		\$658.56
3920707111	4	Active	778 N WATER	M & I MARSHALL & HUSLEY	53202	Special Mercantile	2544000	25733000	28277000	Obj	\$42,907.96
3920714110	4	Active	777 N MILWAUKEE	MILWAUKEE ATHLETIC CLUB	53202	Special Mercantile	864000	748000	1612000		\$2,446.07
3920715000	6	Active	767 N MILWAUKEE	COLBY ABBOT BLDG LLP	53211	Special Mercantile	288000	276000	564000		\$855.82
3920716000	1	Active	763 N MILWAUKEE	COLBY ABBOT BLDG LLP	53211	Special Mercantile	96000	112000	208000		\$315.62
3920717000	7	Active	753 N MILWAUKEE	COLBY ABBOT BLDG LLP	53211	Special Mercantile	480000	3157000	3637000		\$5,518.84
3920718100	9	Active	758 N BROADWAY	MILWAUKEE ATHLETIC CLUB	53202	Special Mercantile	1149600	6333400	7483000	Obj	\$11,354.82
3920723000	X	Active	792 N BROADWAY	MILWAUKEE ATHLETIC CLUB	53202	Special Mercantile	288000	58000	346000		\$525.03
3920725000	0	Active	733 N MILWAUKEE	HART DEVELOPMENT LLC	53202	Special Mercantile	147100	112900	260000	Obj	\$394.53
3920726000	6	Active	725 N MILWAUKEE	CONROY BUILDING LLC	53012	Special Mercantile	178800	1208200	1387000		\$2,104.66
3920728000	7	Active	324 E WISCONSIN	TOWNE REALTY INC	53203	Special Mercantile	720000	4898000	5618000	Obj	\$8,524.84
3920729000	2	Active	312 E WISCONSIN	NJM HOLDING CORP	53217	Special Mercantile	864000	3651000	4515000		\$6,851.13
3920733000	4	Active	329 E WISCONSIN	JOHNSON BANK	53403	Special Mercantile	170000	1472000	1642000		\$2,491.60
3920734000	X	Active	327 E WISCONSIN	MBI PROPERTIES LLC	53202	Special Mercantile	152000	284000	436000	Obj	\$661.59
3920735000	5	Active	319 E WISCONSIN	MBI PROPERTIES LLC	53202	Special Mercantile	288000	444000	732000	Obj	\$1,110.75
3920736000	0	Active	629 N MILWAUKEE	MBI PROPERTIES LLC	53202	Special Mercantile	75000	244000	319000	Obj	\$484.06
3920737000	6	Active	627 N MILWAUKEE	MBI PROPERTIES LLC	53202	Special Mercantile	72000	122000	194000	Obj	\$294.38
3920738000	1	Active	625 N MILWAUKEE	MILWAUKEE NOWI LLC	94533	Special Mercantile	648000	1507000	2155000		\$3,270.03
3920739000	7	Active	322 E MICHIGAN	MC GEOCH BUILDING LLC	53202	Special Mercantile	288000	1728000	2016000		\$3,059.11
3920740000	2	Active	602 N BROADWAY	600 NORTH BROADWAY	53204	Special Mercantile	288000	1699000	1987000		\$3,015.10
3920741000	8	Active	608 N BROADWAY	A & K REAL ESTATE	53208	Special Mercantile	144000	319000	463000		\$702.56
3920742000	3	Active	612 N BROADWAY	A & K REAL ESTATE	53208	Special Mercantile	144000	318000	462000		\$701.05
3920743000	9	Active	618 N BROADWAY	MBI PROPERTIES LLC	53202	Special Mercantile	360000	156000	516000	Obj	\$782.99
3920745000	X	Active	301 E WISCONSIN	MBI PROPERTIES LLC	53202	Special Mercantile	673900	241100	915000	Obj	\$1,388.44
3920748000	6	Active	322 E CLYBOURN	MICHAEL A IANNELLI & KAREN	78516	Special Mercantile	206400	293600	500000		\$758.71
3920749000	1	Active	320 E CLYBOURN	LORETTE RUSSENBERGER	53212	Special Mercantile	81600	669400	751000		\$1,139.58
3920750110	0	Active	500 N BROADWAY	PATSY & PAUL INCORPORATED	53122	Special Mercantile	1728000	432000	2160000		\$3,277.62
3920783000	7	Active	433 E MICHIGAN	MILW ACQUISITION PARTNERS	53201	Special Mercantile	364800	1564200	1929000		\$2,927.09
3920784000	2	Active	517 N JEFFERSON	MILW ACQUISITION PARTNERS	53217	Special Mercantile	355200	276800	632000		\$959.01
3920785000	8	Active	501 N JEFFERSON	MILW ACQUISITION PARTNERS	53201	Special Mercantile	144000	641000	785000		\$1,191.17
3920786000	3	Active	412 E CLYBOURN	MARIETTA SCHIELD	53005	Special Mercantile	48000	87000	135000		\$204.85
3920787000	9	Active	500 N MILWAUKEE	EXIT STRATEGY LLC	53202	Special Mercantile	288000	171000	459000		\$696.49
3920797111	5	Active	411 E WISCONSIN	NNN 411 EAST WIS 6 LLC ETAL	92008	Special Mercantile	7069800	83079200	90149000	Obj	\$136,793.50
3920801100	X	Active	424 E WISCONSIN	PFISTER LLC	53202	Special Mercantile	2160000	25340000	27500000		\$41,728.93
3920803100	0	Active	400 E WISCONSIN	CURRY-PIERCE LTD PTRNSHP	53203	Special Mercantile	295200	1555800	1851000		\$2,808.74
3920806000	0	Active	718 N MILWAUKEE	PALERMATHEN LLC	53202	Special Mercantile	120000	753000	873000		\$1,324.70
3920809000	7	Active	730 N MILWAUKEE	T & P DEVELOPMENT LLC	60527	Special Mercantile	60000	244000	304000		\$461.29
3920810000	2	Active	411 E MASON	HOTEL METRO LLC	53202	Special Mercantile	360000	3640000	4000000		\$6,069.66
3920811000	8	Active	419 E WELLS	DANIEL J HELFER	54548	Special Mercantile	180000	679000	859000		\$1,303.46
3920812000	3	Active	787 N JEFFERSON	MARVIN A & MARILYN ZETLEY	53217	Special Mercantile	90000	190000	280000		\$424.88
3920813000	9	Active	783 N JEFFERSON	MARVIN A & MARILYN ZETLEY	53217	Special Mercantile	90000	329000	419000		\$635.80
3920814000	4	Active	775 N JEFFERSON	SELZER-ORNST COMPANY	53213	Special Mercantile	180000	1298000	1478000		\$2,242.74
3920815000	X	Active	771 N JEFFERSON	FOX PROPERTIES LLC	53217	Special Mercantile	60000	338000	398000		\$603.93
3920816000	5	Active	767 N JEFFERSON	CAROL HARTTER	53202	Special Mercantile	120000	304000	424000		\$643.38
3920817000	0	Active	751 N JEFFERSON	WATTS FAMILY TRUST	53012	Special Mercantile	204000	853000	1057000		\$1,603.91

3920818000	6	Active	416 E MASON	M&I MARSHALL & ILSLEY BANK	53202	Special Mercantile	156000	184000	340000	\$515.92
3920820000	7	Active	770 N MILWAUKEE	770 N MILWAUKEE ST LLC	53202	Special Mercantile	195000	821000	1016000	\$1,541.69
3920821000	2	Active	776 N MILWAUKEE	GREGORY POULOS	60025	Special Mercantile	239000	465000	704000	\$1,068.26
3920823110	7	Active	782 N MILWAUKEE	KENNEDY II ASSOCIATES	53202	Special Mercantile	576000	2194000	2770000	\$4,203.24
3920833110	1	Active	788 N JEFFERSON	788 BUILDING LTD PARTNERSHIP	53202	Special Mercantile	609600	6463400	7073000	\$10,732.68
3920835110	2	Active	741 N JACKSON	WASHINGTON SQUARE ASSOCIATES	53202	Special Mercantile	1905000	3290000	2234000	\$3,389.91
3920838100	1	Active	731 N JACKSON	JACKSON STREET REAL_ESTATE	53203	Special Mercantile	914400	5487600	6402000 Obj	\$9,714.49
3920839000	0	Active	526 E WISCONSIN	PALMOLIVE BLDG CO LTD PTSHP	53202	Special Mercantile	504000	1212000	1716000	\$2,603.89
3920840100	2	Active	522 E WISCONSIN	MUTUAL S & L ASSN	53223	Special Mercantile	402000	191000	593000	\$899.83
3920841100	8	Active	510 E WISCONSIN	MUTUAL S & L ASSN	53223	Special Mercantile	562800	454200	1017000	\$1,543.21
3920842110	0	Active	706 N JEFFERSON	THE MILWAUKEE CLUB	53202	Special Mercantile	624000	322000	946000	\$1,435.48
3920844100	4	Active	720 N JEFFERSON	MUTUAL S & L ASSN	53223	Special Mercantile	253900	2600	256500	\$389.22
3920848100	6	Active	507 E MICHIGAN	JOHNSON CONTROLS INC	53210	Special Mercantile	5486400	18500600	23987000	\$36,398.25
3920886113	5	Active	615 E MICHIGAN	LEWIS CENTER LLC	53203	Special Mercantile	2800900	6290100	9091000	\$13,794.83
3920908111	7	Active	617 E WISCONSIN	NORTHWESTERN MUTUAL	53202	Special Mercantile	6400800	5702200	12103000	\$18,365.28
3920919111	7	Active	727 N VAN BUREN	VAN BUREN BUILDING COMPANY	53202	Special Mercantile	1080000	6280000	7360000 Obj	\$11,168.18
3920924000	2	Active	600 E WISCONSIN	EAST WIS AVE OWNERS ASSN LLC	53202	Special Mercantile	504000	1120000	1624000	\$2,464.28
3920930100	1	Active	732 N JACKSON	JACKSON BUILDING COMPANY	53202	Special Mercantile	825000	2629000	3454000	\$5,241.15
3920934000	7	Active	771 N VAN BUREN	THOMAS J KUESEL	53203	Special Mercantile	96000	218000	314000	\$476.47
3920935000	2	Active	765 N VAN BUREN	THOMAS J KUESEL	53203	Special Mercantile	192000	444000	636000	\$965.08
3920936000	8	Active	624 E MASON	MITCHELL INC DBA MITCHELL	53202	Special Mercantile	576000	2925000	3501000 Obj	\$5,312.47
3920937100	X	Active	610 E MASON	MITCHELL INC DBA MITCHELL	53202	Mercantile Apartmen	106300	888200	994500 Obj	\$0.00
3920938100	5	Active	604 E MASON	JLEW INVESTMENTS LLC	53202	Special Mercantile	249000	926000	1175000	\$1,782.96
3920939000	4	Active	762 N JACKSON	JLEW INVESTMENTS LLC	53202	Special Mercantile	116100	70900	187000	\$283.76
3920943100	2	Active	790 N JACKSON	EXECUTIVE CLUB LIMITED	53202	Special Mercantile	598400	266600	865000	\$1,312.56
3921178100	2	Active	1005 N EDISON	ROJAHN & MALANEY CO	53201	Special Mercantile	559200	154800	714000	\$1,083.43
3921179100	8	Active	100 E STATE	ROJAHN & MALANEY CO	53201	Special Mercantile	176300	54700	231000	\$350.52
3921183100	X	Active	113 E JUNEAU	113 IRISH LLC	53202	Special Mercantile	107700	336300	444000	\$673.73
3921186110	3	Active	1147 N EDISON	113 IRISH LLC	53202	Special Mercantile	150000	78000	228000	\$345.97
3921187110	9	Active	1128 N EDISON	1144 EDISON LLC	53202	Special Mercantile	335000	1474000	1809000 Obj	\$2,745.00
3921189100	2	Active	145 E JUNEAU	D & D REALTY ON WATER LLC	53224	Special Mercantile	31900	3500	35400	\$53.72
3921192000	2	Active	1139 N WATER	D & D REALTY ON WATER LLC	53224	Special Mercantile	13000	294000	307000	\$465.85
3921194100	X	Active	1135 N WATER	D & D REALTY ON WATER LLC	53224	Special Mercantile	72400	1101600	1174000 Obj	\$1,781.45
3921196000	4	Active	1129 N WATER	WATER STREET INVESTMENTS	53217	Special Mercantile	31800	580200	612000	\$928.66
3921197000	X	Active	1127 N WATER	MARLENE W GOLDBERG	53217	Special Mercantile	32400	365600	398000	\$603.93
3921200000	4	Active	1119 N WATER	WATER STREET DESIGN	53012	Special Mercantile	97200	2553800	2651000 Obj	\$4,022.67
3921202000	5	Active	1115 N WATER	HARVEY PRESTON GROUP LLC	53202	Special Mercantile	64800	117200	182000	\$276.17
3921204000	6	Active	1113 N WATER	PRETZEL BOYS LLC	53202	Special Mercantile	32400	105600	138000	\$209.40
3921206000	7	Active	1109 N WATER	PRETZEL BOYS LLC	53202	Special Mercantile	32400	354600	387000	\$587.24
3921208000	8	Active	1101 N WATER	ROBERT C SCHMIDT JR	53202	Special Mercantile	97200	1582800	1680000	\$2,549.26
3921209100	X	Active	1122 N EDISON	EDISON STREET PARTNERS	53202	Special Mercantile	188500	749500	938000 Obj	\$1,423.34
3921304210	X	Active	252 E HIGHLAND	GG 252 HIGHLAND LLC	53202	Special Mercantile	176900	1769100	1946000 Obj	\$2,952.89
3921333111	X	Active	330 E WELLS	FLANDERS WESTBOROUGH	53202	Special Mercantile	1876800	7292200	9169000 Obj	\$13,913.18
3921335000	9	Active	828 N BROADWAY	7505 W BRADLEY ROAD LLC	53211	Special Mercantile	288000	1622000	1910000	\$2,898.26
3921361000	0	Active	311 E JUNEAU	HISTORIC HOLDINGS LLC	53202	Special Mercantile	192500	271500	464000	\$704.08
3921388100	4	Active	839 N JEFFERSON	839 NORTH JEFFERSON	53202	Special Mercantile	480000	4170000	4650000	\$7,055.98
3921389000	3	Active	831 N JEFFERSON	833 N JEFFERSON LLC	53202	Special Mercantile	192000	259000	451000	\$684.35



3921390100	5	Active	825 N JEFFERSON	NORTHRIDGE COMPANY	53202	Special Mercantile	456000	3402000	3858000		\$5,854.19
3921391210	4	Active	811 N JEFFERSON	CATHEDRAL SQUARE LIMITED	53202	Special Mercantile	261600	876400	1138000		\$1,726.82
3921391220	1	Active	418 E WELLS	CATHEDRAL SQUARE LIMITED	53202	Special Mercantile	338400	948600	1287000		\$1,952.91
3921392000	X	Active	408 E WELLS	MILWAUKEE WELLS BLDG CO	53202	Special Mercantile	576000	3109000	3685000	Obj	\$5,591.68
3921394000	0	Active	826 N MILWAUKEE	ST JAMES ESTATES LLC	54950	Mercantile Apartme	288000	1162300	1450300		\$0.00
3921395000	6	Active	401 E KILBOURN	D & K MANAGEMENT LLC	53202	Special Mercantile	576000	4184000	4760000		\$7,222.90
3921410111	8	Active	1029 N JACKSON	JUNEAU VILLAGE SHOPPING CENT	53217	Mercantile Apartme	4305600	35282400	39588000		\$60,071.45
3921438110	2	Active	1028 N JACKSON	JMH 61 LLC	53202	Special Mercantile	1276700	6079300	7356000		\$11,162.11
3921463100	1	Active	626 E KILBOURN	YANKEE HILL HSG PTNRS LP	53744	Mercantile Apartme	1608000	16870000	18478000		\$28,038.81
3921509111	6	Active	716 E CLYBOURN	US BANK NATIONAL ASSN	55406	Special Mercantile	5215300	3698700	8914000		\$13,526.24
3921529110	7	Active	777 E WISCONSIN	US BANK NATIONAL ASSN	55406	Special Mercantile	10814000	1.69E+08	180000000		\$273,134.81
3921546000	6	Active	720 E WISCONSIN	NORTHWESTERN MUTUAL LIFE	53202	Special Mercantile	9144000	16737000	25881000		\$39,272.23
3921559000	7	Active	835 N CASS	LBH 2 LLC	53045	Mercantile Apartme	252000	1605000	1857000		\$0.00
3921560000	2	Active	829 N CASS	829 CASS LLC	53217	Mercantile Apartme	231000	972000	1203000		\$0.00
3921561000	8	Active	827 N CASS	THERAPIES EAST PROPERTIES	53202	Special Mercantile	105000	471000	576000		\$874.03
3921562000	3	Active	819 N CASS	S & D RIEDEL LLC	53202	Special Mercantile	90000	464000	554000		\$840.65
3921563000	9	Active	815 N CASS	MARGADETTE M DEMET	53202	Special Mercantile	105000	373000	478000		\$725.32
3921565000	X	Active	801 N CASS	BUCKLEY'S KISKEAM INN LLC	53202	Special Mercantile	60000	496000	556000		\$843.68
3921566000	5	Active	724 E WELLS	CLARK-WELLS LLC	53211	Special Mercantile	60000	162000	222000	Obj	\$336.87
3921567000	0	Active	718 E WELLS	CLARK-WELLS LLC	53211	Special Mercantile	85000	322000	407000	Obj	\$617.59
3921569000	1	Active	802 N VAN BUREN	LAUREL CANYON PROPERTIES LLC	53211	Special Mercantile	57800	437200	495000		\$751.12
3921570000	7	Active	804 N VAN BUREN	TOMAR LIMITED PARTNERSHIP	53203	Mercantile Apartme	277200	960800	1238000		\$0.00
3921574100	5	Active	822 N VAN BUREN	WIS SCOTTISH RITE BODIES	53202	Special Mercantile	574100	270900	845000		\$1,282.22
3921618000	7	Active	839 N MARSHALL	M J KROLL FAMILY LTD	53217	Mercantile Apartme	638400	3915600	4554000		\$0.00
3921620000	8	Active	829 N MARSHALL	DANIEL R MC CORMICK,	53202	Special Mercantile	180500	373500	554000		\$840.65
3921621000	3	Active	817 N MARSHALL	MARSHALL STREET LLC	80302	Special Mercantile	225000	735000	960000	Obj	\$1,456.72
3921622100	5	Active	807 N MARSHALL	MARSHALL & WELLS LLC	53202	Special Mercantile	300000	118000	418000		\$634.28
3921629000	7	Active	826 N CASS	TAH 14 LLC	53045	Mercantile Apartme	576000	2168000	2744000		\$0.00
3921636110	9	Active	818 E MASON	NORTHWESTERN MUTUAL LIFE	53202	Special Mercantile	4312400	48864600	53177000		\$80,691.61
3921656112	4	Active	800 E WISCONSIN	NORTHWESTERN MUTUAL LIFE	53202	Special Mercantile	17178700	35081300	52260000		\$79,300.14
3921679000	X	Active	815 E MICHIGAN	US BANK NATIONAL BANK	55406	Special Mercantile	5232600	1372900	6605500		\$10,023.29
3921695000	7	Active	913 E KILBOURN	CCRT COMPANY	53005	Mercantile Apartme	336000	1958000	2294000		\$0.00
3921700000	2	Active	900 E WELLS	ESG PROPERTIES LLC	53202	Special Mercantile	201600	272400	474000		\$719.26
3921704000	4	Active	903 E KILBOURN	CAPITAL 45 LLC	53211	Mercantile Apartme	358500	1935500	2294000		\$0.00
3921809112	5	Active	404 E LYON	USL LAND LLC	53202	Local Commercial	538800	100	538900	Obj	\$817.74
3921941130	1	Active	310 E KNAPP	MORRISTOWN PLAZA ASSOC LTD	07419	Special Mercantile	943100	14064900	15008000		\$22,773.37
3921948000	1	Active	1303 N MILWAUKEE	BTS2 LLC	53211	Mercantile Apartme	61200	509400	570600		\$0.00
3921953000	9	Active	1241 N MILWAUKEE	ROBERT S STEMBERGER	53211	Mercantile Apartme	43900	626900	670800		\$0.00
3921955000	X	Active	1227 N MILWAUKEE	MILWAUKEE 2009 LLC	53212	Mercantile Apartme	40300	964400	1004700		\$0.00
3922061100	4	Active	1433 N WATER	BROOKWATER LTD PARTNERSHIP	53024	Local Commercial	1538300	861700	2400000		\$3,641.80
3922062100	X	Active	1421 N WATER	PECK FAMILY LTD LIAB CO	53201	Local Commercial	701400	334600	1036000		\$1,572.04
3922077000	5	Active	1301 N EDISON	PARKING MANAGEMENT OF	53203	Special Mercantile	1368500	0	1368500		\$2,076.58
3922096112	9	Active	1303 N BROADWAY	M & I MARSHALL & ILSLEY BANK	53202	Special Mercantile	1062800	28200	1091000		\$1,655.50
3922127100	2	Active	1214 N WATER	M & I MARSHALL & ILSLEY BANK	53202	Special Mercantile	735300	1361700	2097000		\$3,182.02
3922131000	8	Active	1245 N WATER	PAGET ON WATER LLC	53203	Special Mercantile	57900	971100	1029000		\$1,561.42
3922132000	3	Active	1241 N WATER	DOUGLAS J WIED & SHIRLEY M	53092	Special Mercantile	28900	132100	161000		\$244.30
3922133100	5	Active	1233 N WATER	PAGET ON WATER LLC	53203	Special Mercantile	115700	226300	342000		\$518.96

3922136000	5	Active	1221 N WATER	WARD & KENNEDY CO	53224	Special Mercantile	101200	1042800	1144000		\$1,735.92
3922137000	0	Active	1217 N WATER	SURVIVORS TRUST C/U/T THOMA	53202	Special Mercantile	43400	50500	93900		\$142.49
3922138000	6	Active	1215 N WATER	SURVIVOR'S TRUST C/U/T THOMA	53202	Special Mercantile	26800	179200	206000		\$312.59
3922139000	1	Active	1213 N WATER	FORTNEY FORTNEY & FORTNEY	54601	Special Mercantile	31700	464300	496000		\$752.64
3922140000	7	Active	1209 N WATER	FORTNEY FORTNEY & FORTNEY	54601	Special Mercantile	28900	399100	428000		\$649.45
3922141000	2	Active	1207 N WATER	BARBARA L SHAFTON TRUSTEE	53217	Special Mercantile	50400	730600	781000		\$1,185.10
3922142000	8	Active	146 E JUNEAU	CHARLOTTE D VOLK TRUST U/A	53215	Special Mercantile	14400	221600	236000		\$358.11
3922143000	3	Active	144 E JUNEAU	CHARLOTTE D VOLK TRUST	53215	Special Mercantile	21600	269400	291000		\$441.57
3922146100	6	Active	134 E JUNEAU	ROSSI & ROSSI LLC	60690	Special Mercantile	87100	416900	504000		\$764.78
3922149111	8	Active	1232 N EDISON	1232 NORTH EDISON LLC	53202	Special Mercantile	225600	483400	709000		\$1,075.85
3922150111	3	Active	1201 N EDISON	1201 NORTH EDISON LLC	53202	Special Mercantile	816900	25000	841900		\$1,277.51
3922301100	8	Active	250 E KILBOURN	MORTGAGE GUARANTY INSURAN	53202	Special Mercantile	3704800	22174200	25879000		\$39,269.20
3922352000	X	Active	135 E KILBOURN	MARCUS W LLC	53202	Special Mercantile	1464400	11535600	13000000		\$19,726.40
3922361000	9	Active	107 E KILBOURN	HUB MILW CENTER PROPERTIES	43240	Special Mercantile	1336400	47907600	49244000	Obj	\$74,723.61
3922401000	5	Active	815 N WATER	HALES CORNERS DEV CORP	54115	Special Mercantile	956200	3204800	4161000	Obj	\$6,313.97
3922423000	5	Active	1010 N WATER	BEVERLY HILLS PROPERTIES I	53202	Special Mercantile	103700	1178300	1282000		\$1,945.33
3922424000	0	Active	1000 N WATER	AAP PROPERTIES LLC	53202	Special Mercantile	2385800	18914200	21300000		\$32,320.95
3922431000	9	Active	740 N PLANKINTON	RIVER BANK PLAZA LLC	53203	Special Mercantile	1385100	2947900	4333000		\$6,574.96
3922441000	3	Active	123 E WELLS	CITY HALL SQUARE LLC	60523	Special Mercantile	1401300	2409700	3811000	Obj	\$5,782.87
3922442000	9	Active	107 E WELLS	FAB LLC	53202	Special Mercantile	236900	122100	359000		\$544.75
3922511000	X	Active	135 E KILBOURN	PACHEFSKY PROP LLC	53218	Special Mercantile	80000	275000	355000		\$538.68
3922512000	9	Active	765 N WATER	DAVID D VOIGHT	53210	Special Mercantile	80000	147000	227000		\$344.45
3922513000	4	Active	761 N WATER	TAP PROPERTIES LLC	53202	Special Mercantile	72000	401000	473000		\$717.74
3922514000	X	Active	759 N WATER	DEAN N JENSEN	53202	Special Mercantile	70000	258000	328000		\$497.71
3922531000	2	Active	771 N WATER	WATER STREET ASSOCIATES LLC	53593	Special Mercantile	106600	917400	1024000		\$1,553.83
3922562100	8	Active	1101 N MARKET	SSG PROPERTIES LLC	53202	Special Mercantile	392200	4024800	4417000		\$6,702.42
3922572100	2	Active	1114 N WATER	SSG PROPERTIES LLC	53202	Special Mercantile	204800	1106200	1311000		\$1,989.33
3922870000	6	Active	270 E HIGHLAND	BLATZ CONDOMINIUM ASSOC	53202	Special Mercantile	15600	104400	120000	Obj	\$182.09
3922871000	1	Active	270 E HIGHLAND	BLATZ OFFICES LLC	53202	Special Mercantile	8200	121800	130000		\$197.26
3922872000	7	Active	270 E HIGHLAND	BLATZ OFFICES LLC	53202	Special Mercantile	3700	53900	57600		\$87.40
3922873000	2	Active	270 E HIGHLAND	BLATZ OFFICES LLC	53202	Special Mercantile	5300	72500	77800		\$118.05
3922874000	8	Active	270 E HIGHLAND	BLATZ OFFICES LLC	53202	Special Mercantile	11600	105400	117000		\$177.54
3922875000	3	Active	270 E HIGHLAND	BLATZ OFFICES LLC	53202	Special Mercantile	8000	79400	87400		\$132.62
3922922000	8	Active	1150 N WATER	DOC MILW LP	53202	Special Mercantile	1060300	8439700	9500000		\$14,415.45
3930402100	8	Active	330 E KILBOURN	FLANDERS WESTBOROUGH	53202	Special Mercantile	2769300	44970700	47740000	Obj	\$72,441.42
3930412000	6	Active	1020 N BROADWAY	HISTORIC HOLDINGS LLC	53202	Special Mercantile	149900	2622100	2772000		\$4,206.28
3930451000	9	Active	925 E WELLS	CUDAHY TOWER APTS LLC	53202	Mercantile Apartme	2268000	6385000	8653000		\$13,130.20
3930462000	9	Active	777 N CASS	NORTHWESTERN MUTUAL	53202	Special Mercantile	3228800	4894200	8123000		\$12,325.97
3930471100	4	Active	920 E MASON	BRUCE M PECKERMAN	53202	Special Mercantile	28000	542000	570000		\$864.93
3930532000	9	Active	906 E MASON	BRUCE M PECKERMAN &	53202	Special Mercantile	159000	47000	206000		\$312.59
3930541000	8	Active	741 N MILWAUKEE	BRIAN CHARLES ZARLETTI	53220	Special Mercantile	18800	545200	564000		\$855.82
3930581000	6	Active	714 N MILWAUKEE	SAKE II LLC	53211	Special Mercantile	59500	677500	737000		\$1,118.34
3930582000	1	Active	710 N MILWAUKEE	PLANET DEVELOPMENT LLC	53202	Special Mercantile	58300	501700	560000		\$849.75
3930601000	3	Active	555 E WELLS	CATHEDRAL PLACE LLC	53202	Special Mercantile	697700	31101300	31799000		\$48,252.30
3930602000	9	Active	535 E WELLS	CATHEDRAL PLACE LLC	53202	Special Mercantile	78300	2809700	2888000	Obj	\$4,382.30
3930611000	8	Active	715 N MILWAUKEE	G/S PARTNERSHIP	53201	Special Mercantile	11900	47800	59700		\$90.59
3930612000	3	Active	717 N MILWAUKEE	G/S PARTNERSHIP	53201	Special Mercantile	37300	138700	176000		\$267.07

3930613000	9	Active	719 N MILWAUKEE	G/S PARTNERSHIP	53201	Special Mercantile	37300	127700	165000	\$250.37
3930614000	4	Active	723 N MILWAUKEE	G/S PARTNERSHIP	53201	Special Mercantile	36000	86000	122000	\$185.12
3930631000	7	Active	924 E WELLS	UNIVERSITY CLUB OF MILWAUKEE	53202	Special Mercantile	1832600	645400	2478000	\$3,760.16
3930791000	8	Active	724 N MILWAUKEE	PALERMATHEN LLC	53202	Special Mercantile	119800	525200	645000	\$978.73
3930792000	3	Active	722 N MILWAUKEE	PALERMATHEN LLC	53202	Special Mercantile	63100	261900	325000	\$493.16
3930857000	6	Active	825 N PROSPECT	UNIVERSITY CLUB TOWER LLC	53202	Special Mercantile	0	1400000	1400000	\$2,124.38
3930871000	2	Active	768 N MILWAUKEE	WILSON BLDG LLC	53202	Special Mercantile	86200	1000	87200	\$132.32
3930872000	8	Active	752 N MILWAUKEE	MONROE BUILDING LLC	53202	Special Mercantile	359300	3805700	4165000	\$6,320.04
3930931000	8	Active	750 N JEFFERSON	WASHINGTON SQUARE ASSN 111	53202	Special Mercantile	609600	977400	1587000	\$2,408.14
3930932000	3	Active	506 E MASON	WASHINGTON SQUARE ASSN 111	53202	Special Mercantile	609600	2953400	3563000	\$5,406.55
3930942000	8	Active	711 E KILBOURN	701 E KILBOURN LLC	53202	Special Mercantile	302600	0	302600	\$459.17
3960251000	3	Active	622 N CASS	US BANK NATIONAL ASSN	55406	Special Mercantile	5234900	7219100	12454000	\$18,897.89
3960252100	5	Active	875 E WISCONSIN	875 EAST SPONSOR LLC	53226	Special Mercantile	6201600	49783400	55985000	Obj \$84,952.51
3970102100	6	Active	401 N 3RD	CULLEN OAKLAND INC	30301	Special Mercantile	41300	134700	176000	\$267.07
3970106112	1	Active	341 W ST PAUL	MENOMONEE RP LLC	53005	Special Mercantile	2837300	16662700	19500000	\$29,589.60
3970108111	4	Active	333 N PLANKINTON	PRITZLAFF REDEVELOPMENT LLC	53132	Special Mercantile	453500	3443500	3897000	Obj \$5,913.37
3970141100	9	Active	223 W WISCONSIN	GRAND AVE CITY MALL LLC	53203	Special Mercantile	103300	1416700	1520000	\$2,306.47
3970152100	9	Active	300 W MICHIGAN	MIL-COURT I, LLC ET AL	91301	Special Mercantile	1332600	17167400	18500000	\$28,072.19
3970173100	3	Active	225 W WISCONSIN	MAJESTIC MILW LOFT APT LLC	53575	Mercantile Apartme	1080000	5301000	6381000	Obj \$0.00
3970181110	4	Active	301 W WISCONSIN	BOSTCO LLC	53203	Special Mercantile	429000	26000	455000	\$690.42
3970181112	0	Active	275 W WISCONSIN	GRAND AVE CITY MALL LLC	53203	Special Mercantile	139100	989900	1129000	\$1,713.16
3970185000	2	Active	301 W WISCONSIN	BOSTCO LLC	53203	Special Mercantile	779200	1869800	2649000	\$4,019.63
3970192100	7	Active	360 W ST PAUL	PALMOLIVE BUILDING COMPANY	53202	Special Mercantile	2100	78700	80800	\$122.61
3970193100	2	Active	350 W ST PAUL	PALMOLIVE BUILDING COMPANY	53202	Special Mercantile	23600	718400	742000	\$1,125.92
3970194100	8	Active	350 W ST PAUL	PALMOLIVE BUILDING COMPANY	53202	Special Mercantile	24600	734400	759000	\$1,151.72
3970195100	3	Active	350 W ST PAUL	PALMOLIVE BUILDING COMPANY	53202	Special Mercantile	27100	714900	742000	\$1,125.92
3970196100	9	Active	350 W ST PAUL	PALMOLIVE BUILDING COMPANY	53202	Special Mercantile	24600	717400	742000	\$1,125.92
3970197100	4	Active	350 W ST PAUL	PALMOLIVE BUILDING COMPANY	53202	Special Mercantile	24400	740600	765000	\$1,160.82
3970201000	8	Active	161 W WISCONSIN	GRAND AVE CITY MALL LLC	53203	Special Mercantile	514000	24000	538000	\$816.37
3970202000	3	Active	161 W WISCONSIN	GRAND AVE CITY MALL LLC	53203	Special Mercantile	267100	1282900	1550000	\$2,351.99
3970203000	9	Active	161 W WISCONSIN	GRAND AVE CITY MALL LLC	53203	Special Mercantile	0	0	0	\$0.00
3970204000	4	Active	161 W WISCONSIN	GRAND AVE CITY MALL LLC	53203	Special Mercantile	640000	4860000	5500000	\$8,345.79
3970205000	X	Active	161 W WISCONSIN	GRAND AVE CITY MALL LLC	53203	Special Mercantile	619800	2280200	2900000	\$4,400.51
3970206000	5	Active	161 W WISCONSIN	SUNSET INVESTORS PLANKINTON	53132	Special Mercantile	514000	240000	754000	\$1,144.13
3970208100	2	Active	161 W WISCONSIN	SUNSET INVESTORS PLANKINTON	53132	Special Mercantile	246800	853200	1100000	\$1,669.16
3970212000	8	Active	161 W WISCONSIN	SUNSET INVESTORS PLANKINTON	53132	Special Mercantile	141000	354000	495000	\$751.12
3970331000	5	Active	101 W WISCONSIN	IVORY RETAIL OFFICE	53203	Special Mercantile	158000	415000	573000	\$869.48
3970332000	0	Active	101 W WISCONSIN	IVORY RETAIL OFFICE	53203	Special Mercantile	262200	4587800	4850000	\$7,359.47
3970333000	6	Active	101 W WISCONSIN	HISTORIC HOTEL MILWAUKEE	60606	Special Mercantile	473900	12426100	12900000	Obj \$19,574.66
3970334000	1	Active	101 W WISCONSIN	AMERICAN SOCIETY FOR	53203	Special Mercantile	379100	9652900	10032000	\$15,222.71
3970335000	7	Active	101 W WISCONSIN	IVORY RETAIL/OFFICE	53203	Special Mercantile	306400	5383600	5690000	\$8,634.09
3970421000	4	Active	331 W WISCONSIN	BOSTCO LLC	17402	Special Mercantile	770800	2579200	3350000	\$5,083.34
3970422000	X	Active	331 W WISCONSIN	BOSTCO LLC	17402	Special Mercantile	1041800	6188200	7230000	\$10,970.91
3970423000	5	Active	331 W WISCONSIN	BOSTCO LLC	53203	Mercantile Apartme	525000	7556000	8081000	\$12,262.24
3970531000	2	Active	176 W MICHIGAN	GRAND AVE CITY MALL LLC	53203	Special Mercantile	4158000	1294000	5452000	\$8,272.95
3970541100	3	Active	275 W WISCONSIN	GUARDIAN CREDIT UNION	53227	Special Mercantile	5222400	1527600	6750000	\$10,242.56
3970542000	2	Active	629 N BROADWAY	GUARDIAN CREDIT UNION	53227	Special Mercantile	7600	91600	99200	\$150.53

3970543000	8	Active	631 N BROADWAY	GUARDIAN CREDIT UNION	53227	Special Mercantile	10000	51900	61900	\$93.93
3970544000	3	Active	633 N BROADWAY	GUARDIAN CREDIT UNION	53227	Special Mercantile	3600	37300	40900	\$62.06
3970545000	9	Active	635 N BROADWAY	GUARDIAN CREDIT UNION	53227	Special Mercantile	9900	51100	61000	\$92.56
3970546000	4	Active	637 N BROADWAY	GUARDIAN CREDIT UNION	53227	Special Mercantile	3700	56600	60300	\$91.50
3970547000	X	Active	227 E WISCONSIN	GUARDIAN CREDIT UNION	53227	Special Mercantile	20800	120200	141000	\$213.96
3970548000	5	Active	225 E WISCONSIN	GUARDIAN CREDIT UNION	53227	Special Mercantile	16400	78400	94800	\$143.85
3970549000	0	Active	221 E WISCONSIN	GUARDIAN CREDIT UNION	53227	Special Mercantile	12700	68500	81200	\$123.21
3970550000	6	Active	223 E WISCONSIN	GUARDIAN CREDIT UNION	53227	Special Mercantile	4500	54900	59400	\$90.13
3970551000	1	Active	219 E WISCONSIN	GUARDIAN CREDIT UNION	53227	Special Mercantile	12600	134400	147000	\$223.06
3970552000	7	Active	217 E WISCONSIN	GUARDIAN CREDIT UNION	53227	Special Mercantile	4800	55700	60500	\$91.80
3970764130	8	Active	627 N 2ND	GRAND AVE CITY MALL LLC	53203	Special Mercantile	0	0	0	\$0.00
3970765200	8	Active	607 N 2ND	GRAND AVE CITY MALL LLC	53203	Special Mercantile	0	0	0	\$0.00
3981202100	5	Active	635 N JAMES LOVELL	BADGER COACHES INC	53718	Special Mercantile	240000	207000	447000	\$678.28
3981204100	6	Active	701 W WISCONSIN	SHAFTON FAMILY LTD	53217	Special Mercantile	259200	1161800	1421000	\$2,156.25
<b>Total Assessed Value (of BID Assessable Properties)</b>					\$1,968,621,500		<b>Total BID Assessment</b>			<b>\$2,987,217.00</b>
<b>2010 Budget</b>					\$2,987,217					
<b>Multiplier</b>					0.001517416					
<b>Mill Rate</b>					1.517415613					

APPENDIX D  
Proposed 2011 Budget (Subject to Change)

**BUSINESS IMPROVEMENT DISTRICT #21**  
**CLEAN\*SAFE\*FRIENDLY**  
**2011 BUDGET**

INCOME

2011 BID #21 Assessments	\$2,987,217
2010 Carryover	\$ 31,000
Additional Income	<u>\$ 115,750</u>
<b>TOTAL INCOME</b>	<b>\$3,133,967</b>

EXPENSES

Clean Sweep Ambassador Program	
Sidewalk Cleaning	\$ 561,102
Landscaping	\$ 350,718
Graffiti Removal	<u>\$ 11,500</u>
	\$ 923,320 (29.46% of total)
Public Service Ambassador Program	\$ 896,880 (28.62% of total)
Administrative	\$ 452,417 (14.44% of total)
Public Information/Marketing/Business Retention/Recruitment	<u>\$ 861,350</u> (27.48% of total)
<b>TOTAL EXPENSES</b>	<b>\$3,133,967</b>

**Appendix E**

**Cooperation Agreement between District Board and City of Milwaukee**

## COOPERATION AGREEMENT

This COOPERATION AGREEMENT (the "Agreement") is made as of the 4th day of November, 1997, by and between the BOARD (the "Board") of BUSINESS IMPROVEMENT DISTRICT NO. 21, a business improvement district created pursuant to Wisconsin Statutes section 66.608 (the "District"), and the CITY OF MILWAUKEE, a municipal corporation (the "City").

### RECITALS

The Board and the City acknowledge the following:

- A. On October 14, 1997, the Common Council of the City adopted resolution no. 970900, creating the District and approving the initial operating plan for the District (the "Initial Operating Plan"). On November 4, 1997, the Mayor of the City appointed members to the Board in accordance with the requirements set forth in Article III.D. of the Initial Operating Plan.
- B. The owners and occupants of the District have supported the creation of the District and members have accepted appointments to the Board in reliance on the City's representation that, throughout the existence of the District, the City will maintain that level of services being provided by the City to the owners and occupants of the District as of the date hereof and that the City will not reduce its services to the District as a result of the services provided by the Board to the District.
- C. It is not the intent of the City to reduce that level of services being provided by the City to the owners and occupants of the District as of the date hereof. Further, the City desires to assure the owners and occupants of the District and, specifically, members of the Board, that it shall continue to furnish to owners and occupants of the District services of the same class and to the same extent as are furnished from time to time without cost or charge to other commercial and residential dwellings and inhabitants in the City.

## AGREEMENTS

In consideration of the Recitals and mutual covenants contained herein, the Board and the City agree as follows:

1. Obligations of the City Department of Public Works ("DPW").

(a) Throughout the existence of the District, the City shall cause DPW to continue to furnish or cause to be furnished to owners and occupants of the District services of the same class and to the same extent as are furnished from time to time without cost or charge to other commercial and residential dwellings and inhabitants in the City out of the City portion of real and personal property taxes. The City acknowledges that it will strive to maintain the current level of maintenance services being provided by DPW, including, without limitation:

(i) Street sweeping of all streets in the District on a five-day cycle between the months of May and September, on an "as often as possible" basis in April and on an "as possible" basis between the months of October and March;

(ii) Maintenance of approximately 200 street trash receptacles within the District, of which approximately 120 will be emptied twice each week, with the remainder emptied weekly;

(iii) Pruning of trees in planters and tree wells within the District as necessary and tree replacement as necessary for street trees planted in tree lawns and tree wells;

(iv) Consider providing sufficient flowers and other plantings for planters and tree wells within the District at the beginning of each growing season; at minimum, DPW shall make such flowers and plantings available to the District for purchase at the City's cost;

(v) Street lighting maintenance for streets within the District as needed; and

(vi) Street repair and maintenance for streets within the District as needed.



(b) Within 30 days of execution of this Agreement and in accordance with Article III.B.2 of the Initial Operating Plan, DPW shall donate to the District, for the District's exclusive use and at no cost to the District, a pick-up truck with a watering tank. Following its donation to the District, the pick-up truck shall be maintained and insured by the District.

2. Obligations of City Police Department ("MPD").

(a) Throughout the existence of the District, the City shall continue to furnish or cause to be furnished to owners and occupants of the District, fire and police protection services of the same class and to the same extent as are furnished from time to time without cost or charge to other commercial or residential dwellings and inhabitants in the City out of the City portion of real and personal property taxes.

(b) In addition, commencing on the date of this Agreement, MPD shall, at no cost to the District, cooperate with the District in implementing Article III.B.1 of the Initial Operating Plan.

(c) As set forth in Article III.B.1 of the Initial Operating Plan, MPD shall provide the District with the ability to monitor police calls for service.

3. City Donations and Contributions to the District. In addition to those obligations described in paragraphs 1 and 2 above (including, without limitation, the donation of the pick-up truck with a watering tank by DPW to the District), the City shall contribute the following goods and services to the District, all at no cost to the District:

(a) As set forth in Article V.B.2 of the Initial Operating Plan, the City and its various departments, including, without limitation, DPW, MPD and the Department of City Development, shall provide technical assistance to the District in the adoption of any District operating plans and provide such other assistance as may be appropriate.

(b) In accordance with Article IV.B.3 of the Initial Operating Plan, the City shall pay to the District in calendar year 1998 a voluntary contribution of \$35,000 to be matched by approximately \$115,000 from the District and to be used for holiday lighting. Such voluntary contribution shall be in lieu of an assessment due to the District for property owned and/or occupied by the City within the District, which property is exempt from real estate taxes but

will be benefited by the activities of the District. Each subsequent year of the District's existence, the City shall reconsider making a similar voluntary contribution to the District and may include any agreed upon voluntary contribution in the City's annual budget for that year.

(c) As the terms of members of the Board expire, the Mayor shall appoint successor members to the Board in accordance with Article III.D. of the Initial Operating Plan or any successor provision.

4. Standard of Performance. The City shall perform, or cause performance of, all of its obligations and covenants set forth in this Agreement, in compliance with any and all applicable federal, state and local laws, statutes, codes and ordinances. The City also shall perform or cause performance of all of its obligations and covenants set forth in this Agreement in a good and workmanlike manner at the same level of quality as the City is providing services to the owners and occupants of the District as of the date of this Agreement. The City expressly covenants that it shall not reduce any or all of the services currently provided to properties located within the District because of any of the activities and/or services provided by the District under any applicable operating plan.

5. Governing Law. This Agreement shall be construed and enforced in accordance with the laws of the State of Wisconsin.

6. Severability. The unenforceability or invalidity of any provisions hereof shall not render any other provisions herein contained unenforceable or invalid.

7. No Waiver. No waiver of any party of any breach hereunder shall be deemed a waiver of any other or subsequent breach.

8. Amendment. This Agreement may not be altered, amended, changed, waived or modified in any respect, unless the same shall be in writing signed by or on behalf of both of the parties hereto.

Attest:

Robert F. Shell  
Shelton

BOARD OF BUSINESS  
IMPROVEMENT DISTRICT NO. 21, a  
business improvement district created  
pursuant to Wisconsin Statutes section  
66.608

BY [Signature]  
Thomas Bernacchi, Chair

BY [Signature]  
Andrew Tilmont, Secretary

Attest:

[Signature]  
Carolyn A. Croll

THE CITY OF MILWAUKEE, a  
municipal corporation

BY [Signature]  
John O. Norquist, Mayor

BY [Signature]  
DEPUTY, Comptroller  
[Signature]

State of Wisconsin )  
 ) ss  
Milwaukee County )

Personally came before me this 2nd day of February, 1998, Thomas Bernacchi and Andrew Tilmont as Chair and Secretary, respectively, of the Board of Business Improvement District No. 21, to me known to be the persons who executed the foregoing instrument and to me known to be such Chair and Secretary of such board, and acknowledged that they executed the foregoing instrument as such officers of said board, by its authority.

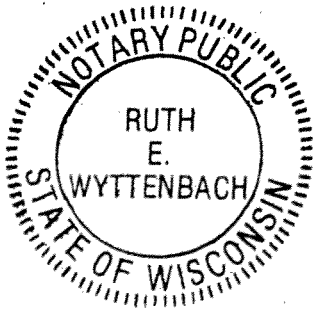
Deborah C. Tomczyk  
(Deborah C. Tomczyk)  
Notary Public, State of Wisconsin  
My commission is permanent.

State of Wisconsin )  
 ) ss  
Milwaukee County )

Personally came before me this 10<sup>th</sup> day of Feb., 1998, John O. Norquist and Arlita W. Pavetti, as Mayor and <sup>Deputy</sup> Comptroller, respectively, of the City of Milwaukee, to me known to be the persons who executed the foregoing instrument and to me known to be such mayor and comptroller of said municipal corporation, and acknowledged that they executed the foregoing instrument as such officers of said municipality, by its authority.

Ruth E. Wyttenbach 3.4.200  
( )

Notary Public, State of Wisconsin  
My commission \_\_\_\_\_



**Appendix F**

**City Attorney's Opinion**

## CITY OF MILWAUKEE

GRANT F. LANGLEY  
City Attorney

RUDOLPH M. KONRAD  
Deputy City Attorney

THOMAS E. HAYES  
PATRICK B. McDONNELL  
CHARLES R. THEIS  
Special Deputy City Attorneys



OFFICE OF CITY ATTORNEY  
800 CITY HALL  
200 EAST WELLS STREET  
MILWAUKEE, WISCONSIN 53202-3551  
TELEPHONE (414) 286-2601  
TDD 286-2025  
FAX (414) 286-8550

BEVERLY A.  
THOMAS C.  
LINDA ULIS  
BRUCE D. S.  
ROXANE L.  
THOMAS G.  
SUSAN D. E.  
HAZEL MOI  
HARRY A. S.  
STUART S.  
THOMAS J.  
JOHN J. HE  
MICHAEL G.  
DAVID J. ST  
MARY M. JO  
SUSAN E. L.  
DAVID R. HU  
JAN A. SMO  
PATRICIA A.  
HEIDI WICK  
VINCENT J.  
KURT A. BEI  
GREGG C. F.  
ELLEN H. T/  
MELANIE R.  
TRACY M. J.  
GREGORY J.  
MICHAEL A.  
Assistant City

August 6, 1997

Mr. Michael L. Morgan  
Commissioner  
Department of City Development  
809 Building

Attention: Mr. Dan McCarthy

Dear Mr. Morgan:

Re: Proposed Downtown  
Business Improvement District

Pursuant to your August 1, 1997 request, we have reviewed the initial operating plan for the proposed Downtown Business Improvement District. Based upon that review, it is our opinion that the plan complies with the provisions of sec. 66.608(1)(f)1-4, Stats. This legal opinion is being offered in accordance with the requirements of sec. 66.608(1)(f)5, Stats.

Finally, we note that the proposed operating plan of sec. III.A. states that "simultaneous with the approval of this Operating Plan by the City's Common Council, the City and the District shall enter into the cooperation agreement attached hereto as Appendix E (the 'Cooperation Agreement')." Because of this provision in the proposed operating plan, we advise that a file should be introduced into the Common Council which would allow the Council to consider and act upon the Cooperation Agreement at the

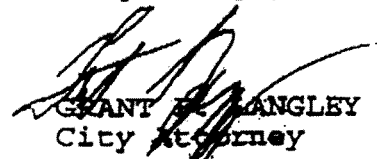
Mr. Michael L. Morgan

-2-

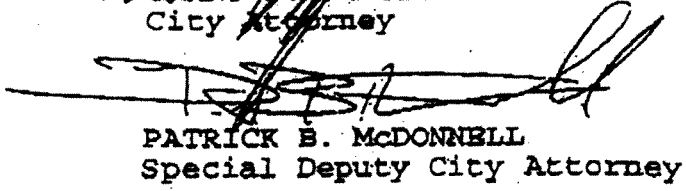
August 6, 199

same time that it acts upon the proposed Downtown Business Improvement District initial operating plan.

Very truly yours,



GRANT E. LANGLEY  
City Attorney



PATRICK B. McDONNELL  
Special Deputy City Attorney

PBMCD:dms

Plm

## **Appendix G**

### **By-laws for District Board**



**BY-LAWS OF  
BUSINESS IMPROVEMENT DISTRICT NO. 21**

Effective: As of October 14, 1997  
Amended: As of September 13, 2007

**ARTICLE I. NAME AND PURPOSE**

Section 1: Name and Purpose

The District was created by the Common Council of the City of Milwaukee on October 14, 1997, by the adoption of ordinance no. 970900 and the approval of an initial operating plan pursuant to Wisconsin Statutes section 66.1109. The name of the District shall be Business Improvement District No. 21. The purpose of the District shall be to sustain the competitiveness of the downtown area in the City of Milwaukee and ensure a safe, clean environment conducive to business activity.

Section 2: Principal Office

The location of the principal office of the District shall be 600 East Wells Street, Milwaukee, Wisconsin, or such other place as may be designated by the Board.

**ARTICLE II. POWERS**

The District shall have all powers permitted under Wisconsin Statutes section 66.1109, as it may be amended from time to time, provided that the District shall exercise its powers only in accordance with any current operating plan and these By-Laws.

**ARTICLE III. BOARD**

Section 1: Mayoral Appointment

---

Members shall be appointed to the Board by the Mayor of the City of Milwaukee pursuant to Wisconsin Statutes section 66.1109(3)(a) and the requirements of any current operating plan and these By-Laws.

Section 2: Number

The Board shall consist of nineteen (19) members.

### Section 3: Membership

The Board shall be structured and operate as follows:

A. Composition -

(i) Three members shall be representatives of each of the three largest (as measured by assessed valuation) multi-tenant office buildings in the District. In 2008, U.S. Bank Center (777 and 811 East Wisconsin Avenue), 411 East Wisconsin Avenue and Plaza East (330 East Kilbourn Avenue) are the three largest office buildings.

(ii) Two members shall be representatives of the fourth through the ninth largest (as measured by assessed valuation) multi-tenant office buildings in the District. In 2008, 100 East Wisconsin Avenue, 875 East Wisconsin Avenue, Chase Bank (111 East Wisconsin Avenue), The Milwaukee Center (107 East Kilbourn Avenue), the M&I Bank Building (778 North Water Street) and Schlitz RiverCenter (1505 North RiverCenter Drive) are the fourth through the ninth largest multi-tenant office buildings.

(iii) Three members shall be representatives of any other multi-tenant office buildings in the District.

(iv) Three members shall be representatives of owner-occupied or single tenant buildings in the District with assessed valuations in excess of \$5,000,000. One member from this category shall be a representative of The Northwestern Mutual Life Insurance Company.

(v) One member will be a designee of The Shops of Grand Avenue or its successors and assigns.

(vi) Two members shall be owners or operators of street-level retail businesses located within the District (which businesses may include, without limitation, restaurants).

(vii) Two members shall be representatives of hotels located within the District. Such hotels shall not be owned or controlled by the same entity or individuals.

(viii) One member shall be a representative of a tax-exempt entity making a voluntary contribution to the District of not less than \$59,809 in the year 2008, which minimum contribution shall increase each year by the proportionate increase in the District operating budget for that year.

(ix) Two members shall be "at large" members who shall not represent any particular constituency but who shall be owners and/or occupants of real property located within the District used for commercial purposes.

For purposes of measuring the assessed valuations of any building or site set forth above, all contiguous buildings and/or sites connected above- or below-ground, separated only by an intervening street and with identical ownership shall be included as one building or site. (For example, the U.S. Bank Center, consisting of property located at 777 and 811 East Wisconsin Avenue, constitutes one site.) Each year, the Board shall reconfirm the assessed valuations, ownerships and occupancies of all properties located within the District. If the assessed valuation, ownership or occupancy of any particular building or site in any year ceases to satisfy the criteria set forth above, the Board shall rearrange such building or site in the appropriate category. In addition to the composition requirements set forth above, one member of the Board shall also be a member of the board of directors of Westown Association, as long as the Westown Association remains in existence, and one member of the Board shall also be a member of the board of directors of East Town Association, as long as the East Town Association remains in existence. In satisfying the categories for Board members set forth above, the geographic representation of Board members shall be varied to the extent possible.

B. Term — Appointments to the Board shall generally be for a period of three years, except that the "at large" members designated under subsection 3(A)(ix) above shall be appointed to the Board for a period of two years. To the extent possible, the terms of members representing each of the categories set forth in subsection A. above shall be staggered so that the terms of not more than 60% of the members expire simultaneously.

C. Compensation - None.

D. Non-voting Members - At the option of a majority of the members of the Board, representatives of the Greater Milwaukee Convention and Visitors Bureau, the Milwaukee Development Corporation, the Metropolitan Milwaukee Association of Commerce (and/or similar organizations) may be invited to attend meetings of the Board or Executive Committee as nonvoting members.

---

#### Section 4: Resignation and Removal

A member of the Board may resign at any time by filing his or her resignation with the Chair of the Board.

### Section 5: Vacancies

When a vacancy occurs on the Board, the Mayor shall appoint a replacement from that category of members set forth in the current operating plan and section 3.A. above from which the former member was appointed.

### Section 6: Nominating Committee

The Chair shall appoint three members of the Board (not more than one of whom may be a member of the Executive Committee) to serve on a Nominating Committee. Within 30 days of the expiration of the term of any Board member or if any Board member resigns or otherwise ceases to be a Board member, the Nominating Committee shall, by majority vote, nominate a replacement for such Board member from that category of members set forth in the current operating plan and section 3.A. above from which such former member was appointed. The nomination of any replacement Board member shall be approved by majority vote of the entire Board and then forwarded to the Mayor for consideration.

## ARTICLE IV. FUNCTIONS

The Board shall:

- A. Exercise the powers of the District, and promote the District's overall objectives, purposes and activities enumerated in any current operating plan.
- B. Prepare proposed operating plans and operating budgets each year as set forth in Article VI, section 1.
- C. Implement any current operating plan. In this regard, the Board may negotiate with providers of services and materials to carry out such operating plan, enter into various contracts, monitor the effectiveness of the District's activities, ensure compliance with the provisions of any current operating plan and applicable statutes and regulations and make reimbursements for any overpayments of district assessments.
- D. Manage the affairs of the District and receive and expend funds made available to them in strict accordance with the current operating plan.
- E. Monitor and enforce against the City of Milwaukee its obligations and covenants pursuant to the Cooperation Agreement dated November 4, 1997.
- F. Provide a permanent office, employ a full-time director for the District, employ legal, financial and technical experts, and other staff personnel

(including, without limitation, a full-time administrative assistant) as may be necessary to assist in carrying out any current operating plan.

## ARTICLE V. OFFICERS

### Section 1: Number

The officers of the District Board shall consist of a Chair, a Vice Chair, a Secretary, a Treasurer and an Assistant Secretary.

### Section 2: Election and Term

The officers shall be elected by the Board from among its members at its annual meeting. At least one officer shall be elected from the Board membership category set forth in Articles III(3)(A)(i) or III(3)(A)(ii) above, and one officer shall be the member representing The Northwestern Mutual Life Insurance Company pursuant to section III(3)(A)(iv) above. The officers shall serve terms concurrent with their terms on the Board.

### Section 3: Vacancies

If an officer's seat becomes vacant, the Board shall elect a successor officer from among its members at the next regular meeting or special meeting.

### Section 4: Duties of Officers

- A. Chair: Shall preside over all meetings of the Board and the District, shall make all appointments to committees and task forces, subject to the approval of the Board, and shall have the general powers and duties usually associated with the office, including, but not limited to, powers allowed pursuant to applicable laws to sign certificates, contracts and other instruments of the District which are authorized by the Board.
- B. Vice Chair: Shall serve in the Chair's stead if the Chair is unable to perform his or her duties and shall perform other duties as the Chair and the Board may direct. At such times, the Vice Chair shall have all of the powers of the Chair.
- C. Secretary: Shall be responsible for keeping and filing minutes of all meetings of the Board and the District, for compliance with open meetings law and public records requirements, and shall perform other duties as the Chair and Board may direct.
- D. Treasurer: Shall be responsible for keeping a record of all funds collected and spent, establishing necessary accounting procedures to assure

accuracy and accountability of the District, and shall perform other duties as the Chair and Board may direct.

E. Assistant Secretary: Shall serve in the stead of the Secretary or Treasurer if any such officer is unable to perform his or her duties and shall perform other duties as the Chair and Board may direct.

## ARTICLE VI. MEETINGS

### Section 1: Annual Meeting

The annual meeting of the Board shall be held each year during the month of September for the purposes of approving an operating plan and annual budget. Any annual budget which exceeds the prior year's budget by 4% or more must be approved by two-thirds majority of the entire Board without regard to quorum. Any capital improvements costing more than \$10,000 each or \$30,000 in the aggregate in any one year must be approved by two-thirds majority of the entire Board without regard to quorum. A "capital improvement" is any physical item that is permanently affixed to real estate including, without limitation, street lighting and sidewalk improvements. The term shall not include, among other things, any maintenance equipment or supply, any communications equipment, any vehicles, any seasonal improvement or any holiday lighting or decorations. In addition, if any year's annual aggregate assessment to property owners exceeds the prior year's annual aggregate assessment by 6% or more, such increased assessment must be approved by the owners of property assessed by the District having a property tax assessed valuation equal to at least 3/4 of the property tax assessed valuation of all property assessed by the District.

### Section 2: Regular Meetings

The regular meeting of the Board shall be held at least four times per year at a time and place designated by the Chair. The time and place designated shall be during normal business hours of a regular business day and at some office within the District.

### Section 3: Special Meetings

Special meetings of the Board may be called at the request of the Chair; or by a member of the Board by petition signed by at least one-third (or seven members) of the Board and properly filed with the Secretary.

#### Section 4: Telephonic Attendance at Meetings

A Board member or members may request to participate in a scheduled Board meeting telephonically, and the Chair shall make reasonable efforts to accommodate such requests. The cost of participating telephonically in a regular or special meeting shall be paid by the District unless otherwise required by the Executive Committee. Any Board member participating in a meeting telephonically shall be counted towards the total number of Board members present for meeting quorum requirements provided for under section 6 below, and shall be permitted to vote on any matter before the Board at that meeting.

#### Section 5: Notice

Notice of all meetings shall be provided in accordance with the open meetings law if and as legally required. In addition, notice of each meeting shall be given to each member of the Board by written notice delivered through the mail or in person no less than one week prior to the meeting; such notice shall be deemed to be delivered when deposited in the United States mail so addressed with postage thereon prepaid. The failure of any member to receive actual notice shall not invalidate the meeting or any proceedings conducted at the meeting. Notice of special meetings shall be given not less than three days prior to the meeting. The presence of any member shall be deemed a waiver of notice as to such member unless such member objects at the opening of the meeting to the holding of the meeting because of failure to give proper notice. Members may waive notice of any meeting in writing to the Chair.

#### Section 6: Quorum

For the purposes of any regular or special meeting, ten (10) members of the Board shall constitute a quorum.

#### Section 7: Voting

At all meetings of the Board, each member shall have one vote. Proxy votes shall be permitted only to extent permitted by law.

---

#### Section 8: Minutes

The Board shall keep a correct and complete record of all District proceedings which shall be attested by the signature of the Secretary and made available to the public in accordance with public records requirements.

Section 9: Procedure

All meetings of the Board shall be governed by these By-Laws or Robert's Rules of Order in all matters not covered therein.

ARTICLE VII. AMENDMENTS

Except as set forth in the next sentence, these By-Laws may be amended by the affirmative vote of two-thirds of the entire Board without regard to quorum at a duly called meeting, provided the proposed amendment shall have been submitted in writing to all members at least ten days in advance of such meeting and made available to the public in accordance with requirements of the open meetings law if and as legally required. This Article VII, Article III, section 3 and Article VI, section 1 of these By-Laws may be amended only by the affirmative vote of three-fourths of the entire Board without regard to quorum at a duly-called meeting.

ARTICLE VIII. EXECUTIVE COMMITTEE

Section 1: Duties and Powers

The Executive Committee shall have full authority to implement decisions of Board and implement any current operating plan on behalf of the Board and the District between meetings of the Board.

Section 2: Composition

The Executive Committee shall consist of the elected officers of the Board, namely the Chair, Vice Chair, Secretary, Treasurer and Assistant Secretary.

Section 3: Term

The term of the members of the Executive Committee shall be coterminous with their term as elected officers of the Board.

Section 4: Vacancies

Vacancies in Executive Committee positions held by officers shall be filled by successor officers elected by the Board under Article V, section 3.

Section 5: Meetings

Meetings of the Executive Committee shall be held at a time and place selected by the Chair, provided that they shall be during normal business



hours of a regular business day and in some office within the District. Special meetings of the Executive Committee shall be called by the Chair as needed.

Notice of all meetings shall be provided in accordance with the open meetings law if and as legally required. In addition, notice of any special meetings shall be given at least 48 hours prior to said meeting by written notice delivered personally or mailed to each Executive Committee member. Said notice may be waived with the consent of all Executive Committee members. Written notice of all regular meetings shall be given five (5) days in advance indicating time, place and agenda. Said notice may be waived by consent of all Executive Committee members.

A simple majority of the filled seats of the Executive Committee, but not less than three officers of the Board, shall constitute a quorum at any regular or special meeting of the Executive Committee.

#### Section 6: Telephone Attendance at Meetings

An Executive Committee member or members may request to participate in a scheduled Executive Committee meeting telephonically, and the Chair shall make reasonable efforts to accommodate such requests. The cost of participating telephonically in a regular or special meeting shall be paid by the District unless otherwise required by the Executive Committee. Any Executive Committee member participating in a meeting telephonically shall be counted towards the total number of Executive Committee members present for meeting quorum requirements provided for under section 5 above, and shall be permitted to vote on any matter before the Executive Committee at that meeting.

### ARTICLE IX. INDEMNIFICATION, LIMITED LIABILITY AND INSURANCE

#### Section 1: Liability of Board Members and Officers

The members and officers of the Board shall not be liable to owners or occupants of property within the District arising out of or related to the creation or existence of the District or the Board or for any mistake of judgment, failure to adhere to the provisions of any operating plan or these By-Laws, negligence or otherwise, except for their own individual willful misconduct or bad faith. The District shall indemnify, defend and hold harmless each member and officer of the Board against all contractual liability (including, without limitation, reasonable attorneys' fees and court costs) to others arising out of contracts made by the Board on behalf of the District unless any such contract shall have been made in bad faith. It is intended that the members of the Board shall have no personal liability

with respect to any contract made by them on behalf of the District. Anything herein to the contrary notwithstanding, the liability of the owners and occupants or property located within the District arising out of any contract made by the Board or out of the indemnity in favor of the members of the Board shall be shared by all owners and occupants of property subject to assessment by the District in proportion to the assessed valuation of their property relative to the total assessed valuation of property within the District, and the liability of any single owner or occupant shall be limited to such proportionate share of the total liability.

#### Section 2: Allowance of Expenses as Incurred

The Board may, upon written request by a Board member or officer, pay or reimburse his or her reasonable expenses as incurred in connection with the performance of his or her official duties as a Board member or officer.

#### Section 3: Severability of Provisions

The provisions of this Article and the several rights to indemnification, advancement of expenses and limitation of liability created hereby are independent and severable and, in the event that any such provision and/or right shall be held by a court of competent jurisdiction in which a proceeding relating to such provisions and/or right is brought to be against public policy or otherwise to be unenforceable, the other provisions of this Article shall remain enforceable and in full effect.

#### Section 4: Purchase of Insurance

The Board shall use its best efforts to purchase and maintain insurance on behalf of any person who is or was a Board member or officer of the District, to the extent that such Board member or officer is insurable and such insurance coverage can be secured by the Board at rates, and in amounts and subject to such terms and conditions as shall be determined in good faith to be reasonable and appropriate by the Board, and whose determination shall be conclusive, against liability asserted against or incurred by him or her in any such capacity or arising out of his or her status as such, whether or not the District would have the power to indemnify him or her against such liability under the provisions of this Article.

#### Section 5: Benefit

The rights to indemnification and advancement of expenses provided by, or granted pursuant to, this Article shall continue as to a person who has ceased

to be a Board member or officer and shall inure to the benefit of the heirs, executors and administrators of such a person.

Section 6: Amendment

No amendment or repeal of this Article shall be effective to reduce the obligations under this Article with respect to any proceeding based upon occurrences which take place prior to such amendment or repeal.

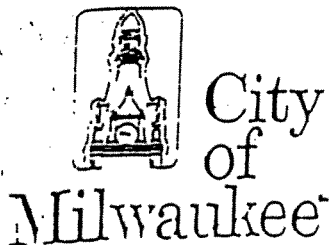
ARTICLE X. AUTOMATIC TERMINATION  
UNLESS AFFIRMATIVELY EXTENDED

The District Board shall not incur obligations extending beyond fifteen years from the date on which the District was created. At the end of the fifteenth year of the District's existence, the District Board shall prepare an operating plan for the sixteenth year that contemplates termination of the District at the commencement of the sixteenth year as set forth in Wisconsin Statutes section 66.1109(3)(b), unless the owners of property assessed by the District having a valuation equal to 60% of the valuation of all property assessed by the District affirmatively vote to continue the District.

In addition, the Board may elect by majority vote to terminate the District if the City is in default of any obligation or covenant of the City set forth in the Cooperation Agreement. In such event, the District shall terminate as set forth in Wisconsin Statutes section 66.1109(4)(m).

**Appendix H**

**Letter from Chief of Police Arthur L. Jones**



Police Department

Arthur L. Jones  
Chief of Police

July 17, 1997

Mr. Thomas G. Bernacchi, CPM  
Vice President  
Towne Realty, Inc.  
710 North Plankinton Avenue  
Milwaukee, WI 53203

Dear Mr. Bernacchi:

I am in receipt of your letter dated July 16, wherein you discuss the level of services that the Milwaukee Police Department will provide to the new Downtown Management Business Improvement District. The Milwaukee Police Department is proud to provide a high level of service to the people who work, live, and recreate in the downtown area. We look forward to working with this new partnership and providing services that will enhance the quality of life in the city of Milwaukee.

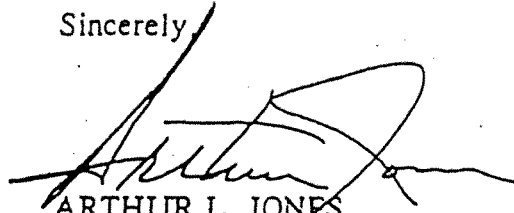
I have prepared a list of services that the Department will provide to the District to keep the downtown area safe. The list includes, but is not limited to, the following:

1. The Milwaukee Police Department will provide the level of staffing needed to meet the demand for service in the proposed new District. We will meet with members of the District to determine the need and types of services necessary to meet the demand on an as needed basis.
2. We will establish a point of contact and maintain a line of communication to assist the District in coordinating security efforts. This will include developing and conducting an intense training curriculum that will address crime prevention, crime analysis, personal safety, basic first responder, community relations, and other related issues.
3. We will make the District part of our cellular patrol that will provide it with direct access to police services. In addition, we will provide the District with the ability to monitor police calls for service.
4. The Milwaukee Police Department will ensure that the District's outreach office is used by the crime prevention officer and other officers patrolling in the District for the purpose of conducting police business.

Milwaukee Police Department  
Bernacchi Letter  
July 17, 1997  
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I am excited by the prospects for this new District. I extend my support and the cooperation of the entire Milwaukee Police Department in making this partnership successful for the parties involved and the citizens of the city of Milwaukee. If I can be of further assistance, please feel free to contact my office.

Sincerely,



ARTHUR L. JONES  
CHIEF OF POLICE

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