

Rootes

11-315 2

COUNTY OF MILWAUKEE
INTER-OFFICE COMMUNICATION

Referred
JUL 11 2011
County Board
Chairman

DATE: June 10, 2011
TO: Supervisor Lee Holloway, Chairperson, County Board FILE NO. 11-315
FROM: Jack Takerian, Director of Transportation and Public Works
SUBJECT: **Acknowledgement of the review of the Milwaukee County Compliance Maintenance Annual Report (CMAR) for 2010**

The Milwaukee County Department of Transportation and Public Works requests that the attached resolution be scheduled for consideration by the Parks Energy and Environment Committee at its meeting to be held on July 19, 2011.

Policy

The County is required under the stipulated agreement with the DNR and State Attorney General's Office to file a Compliance Maintenance Annual Report (CMAR) for its wastewater collection system(s) under Wisconsin Code NR 208.

Background

Milwaukee County as one of 28 defendants in an enforcement action by the DNR and State Attorney General entered into a stipulated agreement on March 1, 2006. This agreement requires the County to accomplish certain objectives according to an agreed timeframe in order to avoid monetary penalties. Filing an annual Compliance Maintenance Report with the DNR is part of one of the objectives.

NR 208 requires that the "governing body" of the County acknowledge their review of the report and indicate specific actions being taken to bring the County's sanitary sewer collection system into compliance with State statutes.

A copy of the draft CMAR report is attached for reference.

Conclusion

A resolution passed by the County Board and signed by the County Executive is needed to fulfill this requirement.

O:\WPDOC\DIROFF\PARKS ENERGY & ENVIRON COMMITTEE\CMAR cover memo to board for 2010 report.doc

Recommendation

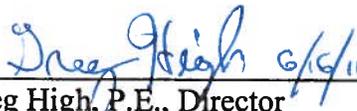
The Director of the Department of Transportation and Public Works respectfully recommends that the County Board and County Executive review and adopt the attached resolution in order to satisfy the above noted requirement.

Prepared by: Jill Organ, DTPW-A&E

Approved By:



Jack Takerian, Director
Transportation & Public Works



Greg High, P.E., Director
AE&ES Division, DTPW

Enclosures: Fiscal Note Form
Draft Resolution
Estimate for 2012 Operating Cost
Draft CMAR to WDNR

cc: Supervisor Broderick
County Executive Chris Abele

MILWAUKEE COUNTY FISCAL NOTE FORM

DATE: 06/09/11

Original Fiscal Note

Substitute Fiscal Note

SUBJECT: Compliance Maintenance Annual Report - 2010

FISCAL EFFECT:

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

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

	Expenditure or Revenue Category	Current Year	Subsequent Year
Operating Budget	Expenditure	200,000	175,000
	Revenue	0	0
	Net Cost	200,000	175,000
Capital Improvement Budget	Expenditure	100,000	150,000
	Revenue	0	0
	Net Cost	100,000	150,000

DESCRIPTION OF FISCAL EFFECT

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

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

A. Our stipulated agreement with the State requires conformance to NR 208 which requires an annual acknowledgement of the County's efforts to manage and maintain its sanitary sewer collection system. This is referred to as a CMAR Report (Compliance Maintenance Annual Report).

B. Milwaukee County has spent over four (4) million dollars on sanitary sewer infrastructure improvements and CMOM (Capacity Management, Operation, and Maintenance) Program activities since 2005. The ongoing inspection, televising, field investigation, mapping, planning, management, and reporting of the sanitary sewer collection systems within the county owned facilities requires an annual operating budget allocation totaling \$175,000 from the departments, as detailed in the attached estimate. The CMOM Program identifies capital improvement projects each year with 2012 work estimated to be \$150,000.

C. The operation and capital budgets for 2011 are sufficient to perform the tasks associated with a continuous CMOM program. We do not expect the annual operational costs to increase in the next five years as we anticipate any inflationary effects to be offset by greater efficiency within AE&ES and the departments. Capital improvement costs will be estimated annually to address infrastructure projects identified in the CMOM Program.

Department/Prepared By Department of Transportation and Public Works: Jill Organ

Recommended By: _____

Gregory G. High, Director, AE&ES

Authorized Signature _____

Jack Takerian, Director DTPW

Authorized Signature _____

Did DAS-Fiscal Staff Review? Yes No

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

(ITEM _) From the Director of Transportation and Public Works requesting authorization to submit to the Wisconsin Department of Natural Resources the Compliance Maintenance Annual Report (CMAR) for 2010, by recommending adoption of the following:

A RESOLUTION

WHEREAS, it is a requirement under a Wisconsin Pollutant Discharge Elimination System (WPDES) permit issued by the Wisconsin Department of Natural Resources to file a Compliance Maintenance Annual Report (CMAR) for Milwaukee County's wastewater collection system under Wisconsin Code NR 208; and

WHEREAS, the county has an extensive system of sanitary sewers serving its many parks, buildings and other facilities; and

WHEREAS, the county is operating under a stipulated agreement with the Wisconsin Department of Natural Resources and State Attorney General's Office to cure problems cited in Claim WI-0047341-03; and

WHEREAS, it is necessary for the county to acknowledge that its governing body has reviewed its annual Compliance Maintenance Annual Report (CMAR); and

WHEREAS, the Committee on Parks, Energy and Environment at its meeting on July 19, 2011, recommended adoption of said request (vote __-__); now, therefore,

BE IT RESOLVED, that the Milwaukee County Board of Supervisors acknowledges the following Capacity Management, Operation, and Maintenance (CMOM) Program goals identified in the 2010 Compliance Maintenance Annual Report (CMAR):

1. Comply with the conditions of the WPDES permit
2. Minimize the occurrence of preventable overflows
3. Ensure proper O&M is performed on County sewer collection system assets
4. Improve or maintain system reliability
5. Reduce the potential threat to human health from sewer overflows
6. Provide adequate capacity to convey peak flow
7. Manage infiltration and inflow
8. Protect collection system worker health and safety
9. Operate a continuous CMOM Program

**Milwaukee County Department of Public Works
Sanitary Sewer Capacity Management, Operation & Maintenance Program
2012 Departmental Budget Request Recommendations**

Description of Work for each department to perform	Percent To Do	Est Cost per Unit	Total all Depts.	Parks		Grounds		Airports		Zoo		H.O.C.		Transit	
Inspect Sanitary Sewer Manholes			1001	482		221		157		87		34		20	
Total Number of Manholes				121	\$9,075.00	55	\$4,125.00	39	\$2,925.00	22	\$1,650.00	9	\$675.00	5	\$375.00
Manholes by Stipulated Agreement	25%	\$75.00													
Cost to Inspect MH															
Cleaning and Televising			199,133	115,200		35,500		26,700		12,000		7,200		2,533	
Total Lineal Feet of Sanitary Sewers			19,913	11,520	\$26,956.80	3,550	\$8,307.00	2,670	\$6,247.80	1,200	\$2,808.00	720	\$1,684.80	253	\$592.02
Estimated Sanitary Sewers to Televising	10%	\$2.34													
Dye Water Testing				2,304	\$2,534.40	710	\$781.00	534	\$587.40	240	\$264.00	144	\$158.40	51	\$56.10
Estimated Sanitary Sewers to Dye Test	2%	\$1.10		2	\$350.00	3	\$525.00	2	\$350.00	1	\$175.00	1	\$175.00	1	\$175.00
Mobilization Setups		\$175.00													
Smoke Testing				2,304	\$1,267.20	710	\$390.50	534	\$293.70	240	\$132.00	144	\$79.20	51	\$28.05
Estimated Sanitary Sewers to Smoke Test	2%	\$0.55		3	\$525.00	1	\$175.00	1	\$175.00	1	\$175.00	1	\$175.00	1	\$175.00
Mobilization Setups		\$175.00													
Field Investigations (based on number of MHs inspected)					\$4,507		\$2,066		\$1,468		\$813		\$318		\$187
Training for MH Inspections (8 hours)					\$0		\$0		\$0		\$0		\$0		\$0
Document Organization & Submittal (based on number of MHs inspected)					\$0		\$0		\$0		\$0		\$0		\$0
CMOM Annual Meetings (2 @ 6 hours ea)					\$0		\$0		\$0		\$0		\$0		\$0
Estimated Internal Cost					\$45,215		\$16,370		\$12,047		\$6,017		\$3,265		\$1,588
Sanitary Sewer Technical Services by DTPW with cost distributed to the departments	* Total Cost	Fixed Cost	Variable Cost	Parks		Grounds		Airports		Zoo		H.O.C.		Transit	
Percent of MHs on County owned property per Dept.	100%			48.15%		22.08%		15.68%		8.69%		3.40%		2.00%	
Train Departments to Perform Inspections	\$0	100%		\$0		\$0		\$0		\$0		\$0		\$0	
Record Drawing Search	\$4,930	10%	90%	\$2,219		\$1,062		\$778		\$468		\$233		\$171	
G.I.S. Mapping Updates	\$9,120	10%	90%	\$4,104		\$1,964		\$1,439		\$865		\$431		\$316	
Update & Maintain Inspection Database	\$5,860	10%	90%	\$2,637		\$1,262		\$925		\$556		\$277		\$203	
Analyze Inspection Data	\$4,030	10%	90%	\$1,814		\$868		\$636		\$382		\$190		\$140	
Label Inspection Photos	\$6,780	10%	90%	\$3,051		\$1,460		\$1,070		\$643		\$320		\$235	
Add Inspection Reports to City Works	\$4,180	10%	90%	\$1,881		\$900		\$660		\$397		\$197		\$145	
Upload, Convert to City Works, and View CCTV video	\$7,330	10%	90%	\$3,299		\$1,579		\$1,157		\$696		\$346		\$254	
Prepare List of Recommended Projects	\$4,830	10%	90%	\$2,174		\$1,040		\$762		\$458		\$228		\$167	
Prepare List of Recommended Inspections for Next Year	\$3,630	10%	90%	\$1,634		\$782		\$573		\$344		\$171		\$126	
Prepare Plans & Specs for Rehab.	\$8,220	10%	90%	\$3,699		\$1,770		\$1,297		\$780		\$388		\$285	
Annual CMOM Meetings with Individual Departments	\$4,680	100%		\$780		\$780		\$780		\$780		\$780		\$780	
Annual CMOM Committee Meetings	\$4,200	100%		\$700		\$700		\$700		\$700		\$700		\$700	
CMOM Implementation	\$12,480	10%	90%	\$5,616		\$2,688		\$1,970		\$1,184		\$590		\$432	
Update MMSD I/I Master Plan	\$2,430	100%		\$405		\$405		\$405		\$405		\$405		\$405	
MMSD I/I Management Annual Progress Report	\$3,540	25%	75%	\$1,426		\$734		\$564		\$378		\$238		\$201	
DNR Compliance Maintenance Annual Report	\$4,260	50%	50%	\$1,381		\$825		\$689		\$540		\$427		\$398	
Estimated DTPW Cost					\$36,819		\$18,819		\$14,405		\$9,577		\$5,922		\$4,957
Rounded Total Estimated Cost					\$82,000		\$35,200		\$26,500		\$15,600		\$9,200		\$6,500

* For total cost of each technical services task, see page 2.

COMPLIANCE MAINTENANCE ANNUAL REPORT

Facility Name: Milwaukee County Facilities

**Last Updated:
6/10/2011**

Reporting Year: 2010

Financial Management

	Questions	Points									
1.	Person Providing This Financial Information										
	<table style="width: 100%; border-collapse: collapse;"> <tr> <td style="width: 25%;">Name:</td> <td style="border: 1px solid black; padding: 2px;">Jill M. Organ</td> </tr> <tr> <td>Telephone:</td> <td style="border: 1px solid black; padding: 2px;">(414) 278-4819</td> </tr> <tr> <td>E-Mail Address(optional):</td> <td style="border: 1px solid black; padding: 2px;">jorgan@milwcnty.com</td> </tr> </table>	Name:	Jill M. Organ	Telephone:	(414) 278-4819	E-Mail Address(optional):	jorgan@milwcnty.com				
Name:	Jill M. Organ										
Telephone:	(414) 278-4819										
E-Mail Address(optional):	jorgan@milwcnty.com										
2.	Are User Charge or other Revenues sufficient to cover O&M Expenses for your wastewater treatment plant AND/OR collection system ?	0									
	<p style="margin-left: 40px;"> <input checked="" type="radio"/> Yes (0 points) <input type="radio"/> No (40 points) </p> <p>If No, please explain:</p> <div style="border: 1px solid black; height: 20px; width: 60%; margin-left: 40px;"></div>										
3.	When was the User Charge System or other revenue source(s) last reviewed and/or revised? Year: 2010	0									
	<p style="margin-left: 40px;"> <input type="radio"/> 0-2 years ago (0 points) <input type="radio"/> 3 or more years ago (20 points) <input checked="" type="radio"/> Not Applicable (Private Facility) </p>										
4.	Did you have a special account (e.g., CWFP required segregated Replacement Fund, etc.) or financial resources available for repairing or replacing equipment for your wastewater treatment plant and/or collection system?	0									
	<p style="margin-left: 40px;"> <input checked="" type="radio"/> Yes <input type="radio"/> No (40 points) </p>										
REPLACEMENT FUNDS(PUBLIC MUNICIPAL FACILITIES SHALL COMPLETE QUESTION 5)											
5.	Equipment Replacement Funds										
	5.1 When was the Equipment Replacement Fund last reviewed and/or revised? Year: 2010	0									
	<p style="margin-left: 40px;"> <input type="radio"/> 1-2 years ago (0 points) <input type="radio"/> 3 or more years ago (20 points) <input checked="" type="radio"/> Not Applicable Explain: </p> <div style="border: 1px solid black; padding: 5px; margin-left: 40px;">We do not have wastewater equipment</div>										
	5.2 What amount is in your Replacement Fund?										
Equipment Replacement Fund Activity											
	<table style="width: 100%; border-collapse: collapse;"> <tr> <td style="width: 70%;">5.2.1 Ending Balance Reported on Last Year's CMAR:</td> <td style="width: 10%;"></td> <td style="width: 20%; text-align: right;">\$1.00</td> </tr> <tr> <td>5.2.2 Adjustments</td> <td style="text-align: center;">+</td> <td style="text-align: right;">\$0.00</td> </tr> <tr> <td colspan="3" style="font-size: small;">if necessary (e.g., earned interest, audit correction, withdrawal of excess funds, increase making up previous shortfall, etc.)</td> </tr> </table>	5.2.1 Ending Balance Reported on Last Year's CMAR:		\$1.00	5.2.2 Adjustments	+	\$0.00	if necessary (e.g., earned interest, audit correction, withdrawal of excess funds, increase making up previous shortfall, etc.)			
5.2.1 Ending Balance Reported on Last Year's CMAR:		\$1.00									
5.2.2 Adjustments	+	\$0.00									
if necessary (e.g., earned interest, audit correction, withdrawal of excess funds, increase making up previous shortfall, etc.)											
Parks, Energy & Environment - July 19, 2011 - Page 7											

COMPLIANCE MAINTENANCE ANNUAL REPORT

Facility Name: Milwaukee County Facilities

**Last Updated:
6/10/2011**

Reporting Year: 2010

Financial Management (Continued)

	5.2.3 Adjusted January 1st Beginning Balance	\$1.00	
	5.2.4 Additions to Fund (e.g., portion of User Fee, earned interest, etc.)	+	\$0.00
	5.2.5 Subtractions from Fund (e.g., equipment replacement, major repairs - use description box 5.2.5.1 below*.)	-	\$0.00
	5.2.6 Ending Balance as of December 31st for CMAR Reporting Year		\$1.00
<p>(All Sources: This ending balance should include all Equipment Replacement Funds whether held in a bank account(s), certificate(s) of deposit, etc.)</p> <p>*5.2.5.1. Indicate adjustments, equipment purchases and/or major repairs from 5.2.5 above</p> <div style="border: 1px solid black; height: 20px; width: 100%;"></div>			

	5.3 What amount should be in your replacement fund?	\$1.00	
<p>(If you had a CWFP loan, this amount was originally based on the Financial Assistance Agreement (FAA) and should be regularly updated as needed. Further calculation instructions and an example can be found by clicking the HELP option button.)</p>			

	<p>5.3.1 Is the Dec. 31 Ending Balance in your Replacement Fund above (#5.2.6) equal to or greater than the amount that should be in it(#5.3)?</p> <p><input checked="" type="radio"/> Yes</p> <p><input type="radio"/> No Explain:</p> <div style="border: 1px solid black; height: 20px; width: 100%;"></div>		
--	---	--	--

6.	Future Planning		
-----------	------------------------	--	--

	<p>6.1 During the next ten years, will you be involved in formal planning for upgrading, rehabilitating or new construction of your treatment facility or collection system?</p> <p><input checked="" type="radio"/> Yes (If yes, please provide major project information, if not already listed below)</p> <p><input type="radio"/> No</p>		
--	--	--	--

Project Description	Estimated Cost	Approximate Construction Year
Complete construction for manhole and pipe rehabilitation. Complete Management Plan, Overflow Response Plan, Communication Plan, and Audit Plan. Continue to update Cityworks and G.I.S. sanitary sewer mapping and database.	\$61,031.32	2009
Departmental work: Training for inspections, inspect 25% sanitary sewer manholes, televising, cleaning, dye water testing, smoke testing, field investigations, document organization and submittal, CMOM annual meetings and activities.	\$33,401.90	2009
A&E work: Train departments to perform inspections, search record drawings, update GIS mapping and databases, upload inspection reports and convert information to City Works, view CCTV video, analyze inspection data, prepare list of recommended projects, prepare list of recommended inspections for following year, annual CMOM meetings, prepare MMSD I/I Management Annual Progress Report, Prepare WDNR Compliance Maintenance Annual Report.	\$31,066.00	2009

COMPLIANCE MAINTENANCE ANNUAL REPORT

Facility Name: Milwaukee County Facilities

Last Updated:
6/10/2011

Reporting Year: 2010

Financial Management (Continued)

Countywide Sanitary Sewers: Airport, HOC, and Transit Sanitary Sewer Rehabilitation and Countywide CCTV	\$75,252.90	2010
Inspect 25% sanitary sewer manholes, televising, cleaning, dye water testing, smoke testing, field investigations, document organization and submittal, CMOM annual meetings and activities, continually update GIS mapping and databases, upload inspection reports and convert information to City Works, view CCTV video, search record drawings, analyze inspection data, prepare list of recommended projects, prepare list of recommended inspections for following year, annual CMOM meetings, prepare MMSD I/I Management Annual Progress Report, Prepare WDNR Compliance Maintenance Annual Report.	\$175,773.44	2010
Inspect 25% sanitary sewer manholes, televising, cleaning, dye water testing, smoke testing, field investigations, document organization and submittal, CMOM annual meetings and activities, continually update GIS mapping and databases, upload inspection reports and convert information to City Works, view CCTV video, search record drawings, analyze inspection data, prepare list of recommended projects, prepare list of recommended inspections for following year, annual CMOM meetings, prepare MMSD CMOM Program Annual Report, Prepare WDNR Compliance Maintenance Annual Report.	\$200,000.00	2011
Begin CMOM Readiness Review, sanitary sewer database, and manhole inspection program.	\$10,259.71	2005
Create sanitary sewer database, inspect manhole tops, begin abandoning unused sewers, begin SSES, continue CMOM Readiness Review.	\$269,444.43	2006
Complete manhole top rehabilitation, abandon more unused manholes and pipes, complete SSES, update sanitary sewer database, complete CMOM Readiness Review, begin Strategic Plan, begin planning and design for 2008 construction projects.	\$1,927,033.03	2007
Planning, design and construction for manhole and pipe rehabilitation identified in SSES. Completed Strategic Plan. Began Management Plan, Overflow Response plan, Communications Plan, and Audit Plan. Incorporated Cityworks software into G.I.S. and pdated sanitary sewer mapping and database. Performed MMSD and CMAR reporting. Conducted internal CMOM meetings. Attended MMSD CMOM meetings.	\$171,283.85	2008
McGovern Park Sanitary Sewers: Constructed new sewers to serve existing buildings and abandoned old sewers including sewer under lagoon and sewer from demolished swimming pool.	\$346,008.42	2008
Parks North Sanitary Sewer Rehabilitation	\$287,980.69	2008
Parks South Sanitary Sewer Rehabilitation	\$311,302.81	2008
County Grounds/Zoo Sanitary Rehabilitation	\$284,719.27	2009
Countywide Sanitary Sewers: Airport, HOC, and Transit Sanitary Sewer Rehabilitation and Countywide CCTV	\$110,048.41	2009
2010 Sanitary Sewers-Multiple Locations	\$6,648.58	2010
2010 Sanitary Sewers-Multiple Locations	\$206,723.43	2011

COMPLIANCE MAINTENANCE ANNUAL REPORT

Facility Name: Milwaukee County Facilities

**Last Updated:
6/10/2011**

Reporting Year: 2010

Financial Management (Continued)

	Correct deficiencies identified during previous year's inspections.	\$150,000.00	2012	
	Inspect 25% sanitary sewer manholes, televising, cleaning, dye water testing, smoke testing, field investigations, document organization and submittal, CMOM annual meetings and activities, continually update GIS mapping and databases, upload inspection reports and convert information to City Works, view CCTV video, search record drawings, analyze inspection data, prepare list of recommended projects, prepare list of recommended inspections for following year, annual CMOM meetings, prepare MMSD CMOM Program Annual Report, Prepare WDNR Compliance Maintenance Annual Report.	\$175,000.00	2012	
7.	Financial Management General Comments:			
	<input style="width: 60%; height: 20px;" type="text"/>			

Total Points Generated	0
Score (100 - Total Points Generated)	100
Section Grade	A

COMPLIANCE MAINTENANCE ANNUAL REPORT

Facility Name: Milwaukee County Facilities

Last Updated:
6/20/2011

Reporting Year: 2010

Sanitary Sewer Collection Systems

	Questions	Points
1.	Do you have a Capacity, Management, Operation & Maintenance (CMOM) requirement in your WPDES permit?	
	<input checked="" type="radio"/> Yes <input type="radio"/> No	
2.	Did you have a <u>documented</u> (written records/files, computer files, video tapes, etc.) sanitary sewer collection system operation & maintenance or CMOM program last calendar year?	0
	<input checked="" type="radio"/> Yes (go to question 3) <input type="radio"/> No (30 points) (go to question 4)	
3.	Check the elements listed below that are included in your Operation and Maintenance (O&M) or CMOM program.:	
	<div style="border: 1px solid black; padding: 5px;"> <input checked="" type="checkbox"/> Goals: Describe the specific goals you have for your collection system: <div style="border: 1px solid black; padding: 5px; margin: 5px 0;"> 1. Comply with the conditions of the WPDES permit 2. Minimize the occurrence of preventable overflows 3. Ensure proper O&M is performed on County sewer collection system assets 4. Improve or maintain system reliability 5. Reduce the potential threat to human health from sewer overflows 6. Provide adequate capacity to convey peak flow 7. Manage infiltration and inflow 8. Protect collection system worker health and safety 9. Operate a continuous CMOM Program </div> </div> <div style="margin-top: 10px;"> <input checked="" type="checkbox"/> Organization: Do you have the following written organizational elements (check only those that you have): <input checked="" type="checkbox"/> Ownership and governing body description <input checked="" type="checkbox"/> Organizational chart <input checked="" type="checkbox"/> Personnel and position descriptions <input checked="" type="checkbox"/> Internal communication procedures <input type="checkbox"/> Public information and education program </div> <div style="margin-top: 10px;"> <input checked="" type="checkbox"/> Legal Authority: Do you have the legal authority for the following (check only those that apply): <input type="checkbox"/> Sewer use ordinance Last Revised MM/DD/YYYY <input style="width: 80px; height: 20px;" type="text"/> <input type="checkbox"/> Pretreatment/Industrial control Programs <input type="checkbox"/> Fat, Oil and Grease control <input type="checkbox"/> Illicit discharges (commercial, industrial) <input checked="" type="checkbox"/> Private property clear water (sump pumps, roof or foundation drains, etc) <input checked="" type="checkbox"/> Private lateral inspections/repairs <input checked="" type="checkbox"/> Service and management agreements </div> <div style="margin-top: 10px;"> <input checked="" type="checkbox"/> Maintenance Activities: details in Question 4 </div> <div style="margin-top: 10px;"> <input checked="" type="checkbox"/> Design and Performance Provisions: How do you ensure that your sewer system is designed and constructed properly? <input checked="" type="checkbox"/> State plumbing code <input type="checkbox"/> DNR NR 110 standards <input type="checkbox"/> Local municipal code requirements <input type="checkbox"/> Construction, inspection and testing <input type="checkbox"/> Others: </div>	

COMPLIANCE MAINTENANCE ANNUAL REPORT

Facility Name: Milwaukee County Facilities

Last Updated:
6/20/2011

Reporting Year: 2010

Sanitary Sewer Collection Systems (Continued)

	<p><input checked="" type="checkbox"/> Overflow Emergency Response Plan: Does your emergency response capability include (check only those that you have):</p> <ul style="list-style-type: none"> <input checked="" type="checkbox"/> Alarm system and routine testing <input checked="" type="checkbox"/> Emergency equipment <input checked="" type="checkbox"/> Emergency procedures <input checked="" type="checkbox"/> Communications/Notifications (DNR, Internal, Public, Media etc) <p><input checked="" type="checkbox"/> Capacity Assurance: How well do you know your sewer system? Do you have the following?</p> <ul style="list-style-type: none"> <input checked="" type="checkbox"/> Current and up-to-date sewer map <input checked="" type="checkbox"/> Sewer system plans and specifications <input checked="" type="checkbox"/> Manhole location map <input checked="" type="checkbox"/> Lift station pump and wet well capacity information <input checked="" type="checkbox"/> Lift station O&M manuals <p>Within your sewer system have you identified the following?</p> <ul style="list-style-type: none"> <input checked="" type="checkbox"/> Areas with flat sewers <input checked="" type="checkbox"/> Areas with surcharging <input checked="" type="checkbox"/> Areas with bottlenecks or constrictions <input type="checkbox"/> Areas with chronic basement backups or SSO's <input checked="" type="checkbox"/> Areas with excess debris, solids or grease accumulation <input checked="" type="checkbox"/> Areas with heavy root growth <input checked="" type="checkbox"/> Areas with excessive infiltration/inflow (I/I) <input type="checkbox"/> Sewers with severe defects that affect flow capacity <input checked="" type="checkbox"/> Adequacy of capacity for new connections <input type="checkbox"/> Lift station capacity and/or pumping problems <p><input checked="" type="checkbox"/> Annual Self-Auditing of your O&M/CMOM Program to ensure above components are being implemented, evaluated, and re-prioritized as needed.</p> <p><input type="checkbox"/> Special Studies Last Year(check only if applicable):</p> <ul style="list-style-type: none"> <input type="checkbox"/> Infiltration/Inflow (I/I) Analysis <input type="checkbox"/> Sewer System Evaluation Survey (SSES) <input type="checkbox"/> Sewer Evaluation and Capacity Management Plan (SECAP) <input type="checkbox"/> Lift Station Evaluation Report <input type="checkbox"/> Others: 	
--	--	--

4.	Did your sanitary sewer collection system maintenance program include the following maintenance activities? Complete all that apply and indicate the amount maintained:	
----	---	--

Cleaning	<input style="width: 50px;" type="text" value="8.4"/>	% of system/year
Root Removal	<input style="width: 50px;" type="text" value=".85"/>	% of system/year
Flow Monitoring	<input style="width: 50px;" type="text" value="5"/>	% of system/year
Smoke Testing	<input style="width: 50px;" type="text" value="0"/>	% of system/year
Sewer Line Televising	<input style="width: 50px;" type="text" value="8.4"/>	% of system/year

COMPLIANCE MAINTENANCE ANNUAL REPORT

Facility Name: Milwaukee County Facilities

**Last Updated:
6/20/2011**

Reporting Year: 2010

Sanitary Sewer Collection Systems (Continued)

Manhole Inspections	<input style="width: 50px;" type="text" value="18.7"/>	% of system/year
Lift Station O&M	<input style="width: 50px;" type="text" value="1"/>	# per L.S./year
Manhole Rehabilitation	<input style="width: 50px;" type="text" value="4.5"/>	% of manholes rehabed
Mainline Rehabilitation	<input style="width: 50px;" type="text" value="2.05"/>	% of sewer lines rehabed
Private Sewer Inspections	<input style="width: 50px;" type="text" value="0"/>	% of system/year
Private Sewer I/I Removal	<input style="width: 50px;" type="text" value="0"/>	% of private services
<p>Please include additional comments about your sanitary sewer collection system below:</p> <div style="border: 1px solid black; padding: 5px; margin-top: 10px;"> <p>Three building ejector systems required maintenance: South Shore Park Pavilion - cleaned out ejector pit. Bender Park - Replaced two ejector pumps. Greenhouse - Repaired Floats All three backups were contained within the building.</p> </div>		

5. Provide the following collection system and flow information for the past year:

	<input style="width: 50px;" type="text" value="35.98"/>	Total Actual Amount of Precipitation Last Year
	<input style="width: 50px;" type="text" value="31.3"/>	Annual Average Precipitation (for your location)
	<input style="width: 50px;" type="text" value="42.53"/>	Miles of Sanitary Sewer
	<input style="width: 50px;" type="text" value="29"/>	Number of Lift Stations
	<input style="width: 50px;" type="text" value="0"/>	Number of Lift Station Failure
	<input style="width: 50px;" type="text" value="0"/>	Number of Sewer Pipe Failures
	<input style="width: 50px;" type="text" value="0"/>	Number of Basement Backup Occurrences
	<input style="width: 50px;" type="text" value="0"/>	Number of Complaints
	<input style="width: 50px;" type="text"/>	Average Daily Flow in MGD

COMPLIANCE MAINTENANCE ANNUAL REPORT

Facility Name: Milwaukee County Facilities

Last Updated:
6/20/2011

Reporting Year: 2010

Sanitary Sewer Collection Systems (Continued)

<input type="text"/>	Peak Monthly Flow in MGD(if available)	
<input type="text"/>	Peak Hourly Flow in MGD(if available)	

COMPLIANCE MAINTENANCE ANNUAL REPORT

Facility Name: Milwaukee County Facilities

**Last Updated:
6/20/2011**

Reporting Year: 2010

Sanitary Sewer Collection Systems (Continued)

	<table border="1" style="width: 100%; border-collapse: collapse;"> <tr> <th colspan="4" style="text-align: left; padding: 2px;">NUMBER OF SANITARY SEWER OVERFLOWS (SSO) REPORTED (10 POINTS PER OCCURRENCE)</th> </tr> <tr> <th style="width: 10%; padding: 2px;">Date</th> <th style="width: 40%; padding: 2px;">Location</th> <th style="width: 30%; padding: 2px;">Cause</th> <th style="width: 20%; padding: 2px;">Estimated Volume (MG)</th> </tr> <tr> <td colspan="4" style="padding: 5px;">NONE REPORTED</td> </tr> </table> <p style="text-align: right; margin-right: 10px;">0</p> <p>Were there SSOs that occurred last year that are not listed above?</p> <p style="margin-left: 20px;"> <input checked="" type="radio"/> Yes <input type="radio"/> No </p> <p>If Yes, list the SSOs that occurred:</p> <div style="border: 1px solid black; padding: 5px; margin-left: 20px; width: fit-content;"> 2010-06-12: Lincoln Memorial Drive Sanitary Sewer Overflow due to grease in the pipe from the Bradford Bathhouse concession kitchen. </div>	NUMBER OF SANITARY SEWER OVERFLOWS (SSO) REPORTED (10 POINTS PER OCCURRENCE)				Date	Location	Cause	Estimated Volume (MG)	NONE REPORTED			
NUMBER OF SANITARY SEWER OVERFLOWS (SSO) REPORTED (10 POINTS PER OCCURRENCE)													
Date	Location	Cause	Estimated Volume (MG)										
NONE REPORTED													
	<p>PERFORMANCE INDICATORS</p> <p><input style="width: 60px;" type="text" value="0.00"/> Lift Station Failures(failures/ps/year)</p> <p><input style="width: 60px;" type="text" value="0.00"/> Sewer Pipe Failures(pipe failures/sewer mile/yr)</p> <p><input style="width: 60px;" type="text" value="0.00"/> Sanitary Sewer Overflows (number/sewer mile/yr)</p> <p><input style="width: 60px;" type="text" value="0.00"/> Basement Backups(number/sewer mile)</p> <p><input style="width: 60px;" type="text" value="0.00"/> Complaints (number/sewer mile)</p> <p><input style="width: 60px;" type="text"/> Peaking Factor Ratio (Peak Monthly:Annual Daily Average)</p> <p><input style="width: 60px;" type="text"/> Peaking Factor Ratio(Peak Hourly:Annual daily Average)</p>												
6.	<p>Was infiltration/inflow(I/I) significant in your community last year?</p> <p style="margin-left: 20px;"> <input type="radio"/> Yes <input checked="" type="radio"/> No </p> <p>If Yes, please describe:</p> <div style="border: 1px solid black; height: 20px; margin-left: 20px;"></div>												
7.	<p>Has infiltration/inflow and resultant high flows affected performance or created problems in your collection system, lift stations, or treatment plant at any time in the past year?</p> <p style="margin-left: 20px;"> <input type="radio"/> Yes <input checked="" type="radio"/> No </p> <p>If Yes, please describe:</p> <div style="border: 1px solid black; height: 20px; margin-left: 20px;"></div>												

COMPLIANCE MAINTENANCE ANNUAL REPORT

Facility Name: Milwaukee County Facilities

**Last Updated:
6/20/2011**

Reporting Year: 2010

Sanitary Sewer Collection Systems (Continued)

8.	Explain any infiltration/inflow(I/I) changes this year from previous years?	
9.	What is being done to address infiltration/inflow in your collection system?	

Total Points Generated	0
Score (100 - Total Points Generated)	100
Section Grade	A

COMPLIANCE MAINTENANCE ANNUAL REPORT

Facility Name: Milwaukee County Facilities

Last Updated:

Reporting Year: 2010

WPDES No.0047341

GRADING SUMMARY				
SECTION	LETTER GRADE	GRADE POINTS	WEIGHTING FACTORS	SECTION POINTS
Financial Management	A	4.0	1	4
Collection Systems	A	4.0	3	12
TOTALS			4	16
GRADE POINT AVERAGE(GPA)=4.00		4.00		

Notes:

A = Voluntary Range

B = Voluntary Range

C = Recommendation Range (Response Required)

D = Action Range (Response Required)

F = Action Range (Response Required)

COMPLIANCE MAINTENANCE ANNUAL REPORT

Facility Name: Milwaukee County Facilities

Last Updated:

Reporting Year: 2010

Resolution or Owner's Statement

NAME OF GOVERNING BODY OR OWNER	DATE OF RESOLUTION OR ACTION TAKEN
RESOLUTION NUMBER	
ACTIONS SET FORTH BY THE GOVERNING BODY OR OWNER RELATING TO SPECIFIC CMAR SECTIONS (Optional for grade A or B, required for grade C, D, or F):	
Financial Management: Grade=A	
Collection Systems: Grade=A	
ACTIONS SET FORTH BY THE GOVERNING BODY OR OWNER RELATING TO THE OVERALL GRADE POINT AVERAGE AND ANY GENERAL COMMENTS (Optional for G.P.A. greater than or equal to 3.00, required for G.P.A. less than 3.00) G.P.A. = 4.00	

County of Milwaukee
Interoffice Communication

Date: July 5, 2011

To: Chairman Lee Holloway, County Board of Supervisors
Supervisor Johnny Thomas, Chairman, Finance & Audit Committee
Supervisor Gerry Broderick, Chairman, Committee on Parks, Energy and Environment

From: Pamela Bryant, Interim Fiscal and Budget Administrator

Subject: Due Diligence Report for Agreement with Philippine Cultural and Civic Center Foundation, Inc. for lease of the pavilion at Zablocki Park

Request

The Department of Parks, Recreation, and Culture requests approval to enter into an agreement with Philippine Cultural and Civic Center Foundation, Inc. for the lease of Zablocki Park pavilion located at 3717 W. Howard Avenue, Milwaukee, WI. The initial term of the lease shall be for a fifteen-year period, but is renewable for two consecutive ten-year periods.

The PCCCCF is looking to lease a portion of the Zablocki pavilion to use for their administrative offices, civic and cultural programming and a free medical clinic.

Below is a summary of the terms of the lease agreement:

- Lease may be in place for a total of 35 years.
- Tenant pays no rent for use of the facility.
- Tenant pays for electric and gas utility costs, after the first 5 months of the lease, but the Landlord pays for the sewer and water costs.
- Tenant shall invest a minimum of \$200,000 in contribution value to renovate and improve the building. Any equipment that will be retained by the Tenant upon termination of the lease will not count towards the \$200,000 minimum. Any renovations that are made to suit the Tenant's programs and activity functions, and are not necessarily maintenance related improvements, do count towards the \$200,000 minimum.
- The County's Department of Transportation and Public Works – Architectural and Engineering Division must review all plans for improvements. The Tenant shall reimburse the County for all A&E costs associated with reviewing the design plans.

Background

The Philippine Cultural and Civic Center Foundation (PCCCCF) is a non-profit organization that provides a free medical clinic, as well as a variety of programs such as computer, cooking and dance classes. They currently operate the free medical clinic at 535 N. 27th Street, Milwaukee, WI, but are in search of a new facility in order to

combine their classes and medical clinic into one facility. The organization has been in existence since 1995 and has been providing a free medical clinic since 2000.

The Zablocki pavilion previously housed the Parks Department South Region staff, but they are now located at the Parks Administration building. The pavilion is two levels and is approximately 8,800 square feet. The upper level is currently available for rental to the public. The lower level is not rented to the public. In 2010 the upper level community room was rented out 66 times and generated \$20,000 in revenue. The upper level community room will still be available for rentals to the public.

The PCCCF would be leasing several office spaces on the upper level, as well as the lower level. The lower level of the pavilion would be set up as the free medical clinic that occurs twice a month. The free medical clinic provides basic medical treatment, exams, screenings and routine immunizations for those who are unable to afford health care. The service is provided to the community free of charge.

The Committee on Parks, Energy and Environment reviewed the proposed lease during the June 2011 cycle. The County Board referred the lease back to the Committee since due diligence had not been completed.

Review & Analysis

The Department of Administration- Fiscal Affairs (DAS) has reviewed the proposal from Lake Valley Camp along with Risk Management and Corporation Counsel and prepared the analysis that follows.

It should be noted that the Tenant determines whether they want to renew the lease for the two- ten year extensions. The only way to terminate the lease is if the PCCCF is failing in one of their obligations or if the County elects to close the Zablocki Park by official action and resolution. The lease could potentially be in place for a total of 35 years.

The lease requires a minimum of \$200,000 in capital improvements. The PCCCF provided a list of proposed capital improvements. The proposed improvements include approximately \$107,000 in improvements that directly benefit the County. For example, the PCCCF has proposed replacing all of windows in the facility, which are in dire need of replacement. The remaining \$73,000 in improvements are being completed to suit the Tenant's program and activity functions, such as retrofitting existing locker rooms into exam rooms, but does provide an improvement to the facility.

The PCCCF currently has the available funds to complete the \$200,000 in improvements. They are applying for grants to assist in paying for the cost of improvements in order to replenish their available cash. Upon execution of the lease the PCCCF will be responsible for maintenance on the leased portions of the building. The County will maintain responsibility for the public restrooms, mechanical and electrical rooms, janitor's room, the roof, exterior walls, foundation and any portions of the building that are not leased to the Tenant.

In order to determine the financial benefit that the County is receiving the DAS calculated a rent equivalent based on the capital improvements that are being invested in the building. If the Tenant makes the \$200,000 in capital improvements and if the lease is renewed for the full 35 years, then the rent equivalent is approximately \$476 per month, which does not take into account the monthly utilities that will be paid by the Tenant or any future repairs that the Tenant makes. The Parks Department also feels that once the improvements are complete the community room would be more attractive for rentals and may increase their rental revenue. The DAS recommends that after the initial 15 years of the lease that the Tenant and Landlord review the capital needs of the facility. If additional improvements are needed, then those should be added to the lease prior to the ten-year extensions if the County Executive and the County Board approve it.

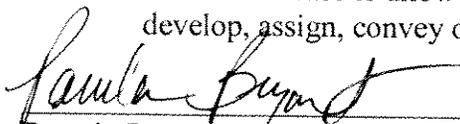
The County has entered into long-term leases in the past for other Park facilities. Though the issue of leasing County facilities to other organizations is strictly a policy decision the DAS wanted to point out a few issues that may arise from entering into a long-term lease:

- If a public facility is leased to another organization there are certain restrictions on paying for capital improvements with the use of tax-exempt bonds. If a major improvement is needed to the facility, such as a roof replacement, then the County may be required to cash finance the project.
- The County may determine in the future that there is a better use for the facility and/or land prior to the expiration of the lease or that the Park/facility must be closed for financial reasons.

Recommendation

Acknowledging the opinions of Parks, Risk Management and Corporation Counsel staff as well as DAS's review of pertinent documents, DAS recommends that the agreement be amended with the following condition:

1. Amend the lease to require the approval of the County Board and County Executive to extend the lease beyond the initial 15 years.
2. Add a requirement in the lease that if the lease is renewed beyond the initial 15 years that the Tenant and Landlord review the capital needs of the facility. If improvements are needed the repairs should be added as a requirement of the Tenant as a condition of the lease extension.
3. Revise the lease to require the \$200,000 in capital improvements apply only to improvements to the building. Their proposal included a few improvements, such as installing a Philippine flagpole, that do not improve the building.
4. Revise the lease to require the improvements be completed within the first five years of the lease.
5. Revise the lease to allow the lease to be terminated if the County Board elects to develop, assign, convey or otherwise dispose of the park and/or pavilion.



Pamela Bryant, Interim Fiscal and Budget Administrator

pc: Chris Abele, County Executive
Supervisor Lee Holloway, Chair, County Board of Supervisors
George Aldrich, Chief of Staff, County Executive's Office
Patrick Farley, Director, Department of Administrative Services
Terrence Cooley, Chief of Staff, County Board
Stephen Cady, County Board Fiscal and Budget Analyst
Glenn Bultman, County Research Analyst
John Schapekahn, Principal Assistant Corporation Counsel
Sue Black, Director, Department of Parks, Recreation, & Culture
Paul Kuglitsch, Contracts Services Officer, Department of Parks, Recreation, & Culture

1
2
3
4
5
6
7
8
9
10
11
12
13
14
15
16
17
18
19
20
21
22
23
24
25
26
27
28
29
30
31
32
33
34
35
36
37
38
39
40
41
42
43
44
45
46
47
48
49

(ITEM NO.) A resolution authorizing and directing the Director Department of Parks, Recreation and Culture (DPRC) requesting an authorization to enter into an agreement with the Philippine Cultural and Civic Center Foundation, Inc. (PCCCF) for the lease of certain portions of the Zablocki Park Pavilion to house its administrative and cultural programming activities, by recommending adoption of the following:

A RESOLUTION

WHEREAS, DPRC has received a request from PCCCF, a not-for-profit 501(c)(3) organization, to lease certain portions of the Zablocki Park Pavilion to house its administrative and cultural programming; and

WHEREAS, DPRC has proposed an initial fifteen year lease period with an option to renew for each of the two additional ten-year periods; and

WHEREAS, the lease requires a minimum of \$200,000 in capital contribution from PCCCF during the initial term of the lease to renovate and improve the pavilion and requires PCCCF to pay all utilities; and

WHEREAS, the Department of Administrative Services (DAS) has performed a due diligence review of the contract and is recommending modifications to the proposed lease; NOW THEREFORE,

BE IT RESOLVED, the lease is amended to reduce the term of the lease to a maximum fifteen years and require any extensions of the lease be approved by the County Board and County Executive and during the extension review determine if any additional capital improvements should be required.

BE IT FURTHER RESOLVED, that the lease is amended to require all \$200,000 in capital improvements encompass improvements to the Zablocki pavilion facility.

BE IT FURTHER RESOLVED, that the lease is amended to require all \$200,000 in capital improvements be completed within the first five years of the lease.

BE IT FURTHER RESOLVED, that the lease is amended to allow the lease to be terminated if the County Board elects to develop, assign, convey or otherwise dispose of the park and/or pavilion.

BE IT FURTHER RESOLVED, that the Director of the Department of Parks, Recreation and Culture is hereby authorized to enter into an agreement, with the amendments to the lease listed above, with the Philippine Cultural and Civic Center Foundation, Inc. for the lease of certain portions of the Zablocki Park Pavilion.

11-288

CHRIS ABELE, MILWAUKEE COUNTY EXECUTIVE
SUE BLACK, DIRECTOR OF PARKS, RECREATION AND CULTURE

Date: June 1, 2011 FILE NO. 11-288

To: Chairman Lee Holloway, Milwaukee County Board of Supervisors

From: Sue Black, Director, Department of Parks, Recreation and Culture

Subject: **Request to Enter into a Long-Term Lease with the Philippine Cultural and Civic Center Foundation, Inc. for the Lease of Certain Portions of the Zablocki Park Pavilion – ACTION**

POLICY

The Department of Parks, Recreation and Culture (DPRC) respectfully requests authorization to enter into a long-term agreement with the Philippine Cultural and Civic Center Foundation, Inc. (PCCCCF) for the lease of certain portions of the Zablocki Park Pavilion, located at 3717 W. Howard Ave., to house its administrative and cultural programming activities.

BACKGROUND

DPRC received a request from PCCCCF, a not-for profit 501(c)3 organization, to lease certain portions of the Zablocki Park Pavilion to house its administrative and cultural programming activities.

The Zablocki Park Pavilion has been underutilized for a number of years and the building needs a considerable amount of maintenance and renovation, which PCCCCF agrees to provide at no cost to the County. PCCCCF is proposing to spend approximately \$200,000 to renovate the building. Of note is the fact that PCCCCF's renovations will encompass the entire building, even though PCCCCF is planning to occupy just 3,720 sq. ft. of the total 8,805 sq. ft. The capital improvements to be undertaken include, but are not limited to, expanding upon the newly installed HVAC system, updating the electrical, installing new energy efficient windows throughout, replacing portions of the ceiling, installing new air conditioning for the main hall and common areas, and providing the facility with a new entrance canopy.

DPRC and PCCCCF believe that PCCCCF's long term occupancy of the Zablocki Park Pavilion will sustain and strengthen the park and surrounding area while bringing important programs to the nearby residents. PCCCCF's programming is open to everyone, regardless of race, gender, age, religion, employment and immigration status, and includes, Computer Classes, Filipino Languages Classes, Dance Classes – Filipino Ballroom, Filipino Cooking Classes, Cultural Exhibits, Lectures/Seminars, and Exercise Programs. PCCCCF also operates a Free Medical Clinic two

Saturday mornings a month, offering basic medical treatment, exams, screenings, and routine immunizations for those who would otherwise not be able to afford care – the uninsured and the underinsured. Free over-the-counter medications would be available for patients during clinic hours, dispensed from a secured Pharmacy located within the pavilion. Because Zablocki Park lies in a centrally located neighborhood serviced by the Milwaukee County Transit System, PCCCF anticipates that it will immediately be able to expand its programming to offer a greater array services which would otherwise be difficult or too costly for some people to obtain.

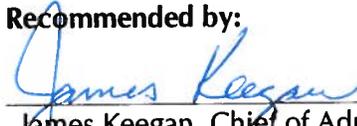
To date, PCCCF met with DPRC Staff on several occasions to tour the facility and discuss our mutual interests. PCCCF has also submitted to DPRC and the Department of Administrative Services (DAS) its due diligence packet for County review (please see the attached submittal).

RECOMMENDATION

The Parks Director respectfully recommends that DPRC be authorized to enter into a long-term agreement with the Philippine Cultural and Civic Center Foundation, Inc. for the lease of certain portions of the Zablocki Park Pavilion.

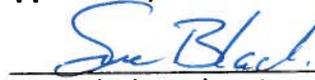
Prepared by: Paul Kuglitsch, Contract Services Officer

Recommended by:



James Keegan, Chief of Administration and
External Affairs

Approved by:



Sue Black, Parks Director

Attachment: PCCCF Due Diligence Packet

Cc: County Executive Chris Abele
George Aldrich, Chief of Staff, County Executive's Office
Terrence Cooley, Chief of Staff, County Board
Supv. Gerry Broderick, Chairman, Parks, Energy & Environment Committee
Supv. Joe Sanfelippo, Vice-Chair, Parks, Energy & Environment Committee
Sarah Jankowski, Fiscal Mgt. Analyst, Admin & Fiscal Affairs/DAS
Linda Durham, Parks, Energy & Environment Committee Clerk
Glenn Bultman, Research Analyst, County Board

1
2
3
4
5
6
7
8
9
10
11
12
13
14
15
16
17
18
19
20
21
22
23
24
25
26
27
28
29
30
31
32
33
34
35
36

(ITEM NO.) From the Director, Department of Parks, Recreation and Culture (DPRC), requesting authorization to enter into a long-term agreement with the Philippine Cultural and Civic Center Foundation, Inc. (PCCCCF) for the lease of certain portions of the Zablocki Park Pavilion to house its administrative and cultural programming activities, by recommending adoption of the following:

A RESOLUTION

WHEREAS, DPRC has received a request from PCCCCF, a not-for-profit 501(c)3 organization, to lease certain portions of the Zablocki Park Pavilion to house its administrative and cultural programming activities; and

WHEREAS, the Zablocki Park Pavilion has been underutilized for a number of years and requires a considerable amount of renovation, which PCCCCF agrees to provide at no cost to the County; and

WHEREAS, the terms of the lease provide for an initial fifteen-year lease period with an option to renew for each of two (2) additional ten-year periods; and

WHEREAS, the lease also provides for a minimum of \$200,000 in contribution value from PCCCCF during the initial lease term to renovate and improve the pavilion, and requires PCCCCF to pay all utilities associated with its tenancy; and

WHEREAS, DPRC will not only be able to use the pavilion in its current capacity to generate rental income, but the department expects that with the introduction of a long-term tenant willing to make necessary improvements, rentals will increase generating greater revenues; now, therefore,

BE IT RESOLVED, that the Director of the Department of Parks, Recreation and Culture is hereby authorized to enter into a long-term agreement with the Philippine Cultural and Civic Center Foundation, Inc. for the lease of certain portions of the Zablocki Park Pavilion.

MILWAUKEE COUNTY FISCAL NOTE FORM

DATE: May 31, 2011

Original Fiscal Note

Substitute Fiscal Note

SUBJECT: Long-Term Agreement with the Philippine Cultural and Civic Center Foundation, Inc. for the Lease of Certain Portions of the Zablocki Park Pavilion.

FISCAL EFFECT:

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

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

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

DESCRIPTION OF FISCAL EFFECT

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

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

A. Request to enter into a long-term agreement with the Philippine Cultural and Civic Center Foundation, Inc. (PCCCF) for the lease of certain portions of the Zablocki Park Pavilion.

B. PCCCF will provide a minimum \$200,000 in contribution value during the initial term of the agreement to renovate and improve the pavilion at no cost to the County, as well as pay for all utilities associated with its tenancy.

C. No Impact.

D. None

Department/Prepared By Paul Kuglitsch, Contract Services Officer

Authorized Signature _____

Did DAS-Fiscal Staff Review? Yes No X

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

LEASE AGREEMENT
BETWEEN
MILWAUKEE COUNTY DEPARTMENT OF PARKS, RECREATION AND CULTURE
AND
PHILIPPINE CULTURAL AND CIVIC CENTER FOUNDATION, INC.

This Lease Agreement ("Lease") is made and entered into effective _____ 2011, by and between the MILWAUKEE COUNTY DEPARTMENT OF PARKS, RECREATION AND CULTURE (the "County" or "Landlord") and the PHILIPPINE CULTURAL AND CIVIC CENTER FOUNDATION, INC. ("Tenant"), 535 N. 27th Street, Milwaukee, WI 53208, as represented by: Romulo Gerardo S.A. Ramos, (414) 345-3000. Referenced together the Landlord and the Tenant are "Parties" to this Lease.

WITNESSETH:

WHEREAS, the Tenant is a 501(c)(3) not-for-profit privately funded organization, which exists to construct or renovate a building to accommodate activities of the Milwaukee Filipino community and to provide services of a civic nature; and

WHEREAS, the Tenant wishes to enter into a multiple-year lease arrangement with the Landlord for the use of the pavilion within Zablocki Park at 3717 W. Howard Avenue in Milwaukee, Wisconsin, to house its current and future administrative and programming needs; and

WHEREAS, recognizing that the development of a multiple-year lease for the use of the Zablocki Park Pavilion is advantageous to both agencies, the Parties do herewith, in consideration of mutual promises and other good and valuable consideration, agree as follows:

1. BUILDING AND PREMISES:

Tenant shall lease a portion of the building commonly known as the Zablocki Park Pavilion ("Building") located at 3717 W. Howard Avenue in Milwaukee, Wisconsin and agreed upon adjacent areas ("Leased Premises"). The Leased Premises shall be Rooms 201, 203 and 205 at the upper level and the entire lower level excluding the mechanical room, electrical room, janitor's room, stairwell, bench storage, and the public men's and women's restroom, please see Exhibit A. Tenant shall be allowed the use of the common areas and public restrooms at the upper and lower level of the building.

2. TERM:

Fifteen (15) year lease term commencing on July 1, 2011 ("Term Commencement Date" or "Initial Term"). Tenant shall have the option to extend the term of the Lease for two (2) additional consecutive ten (10) year periods (each an "Extended Term"). Such option shall be exercised by written notice to Landlord given at least three (3) months prior to the expiration of the Initial Term or the applicable Extended Term provided however that Tenant (i) is using the Leased Premises only for the Permitted Use set forth in Section 5 and for no other purposes; and (ii) has complied with Section 6.1 herein contained before the end of the Initial Term.

3. RENT:

(a) In lieu of rental payments, Tenant shall reimburse Landlord the actual cost of the electrical and gas utilities servicing the Leased Premises, which shall be separately metered from within the Building and separated from Zablocki Park. Utility reimbursement payments shall be made within

thirty (30) days after the date of invoice. Landlord shall pay all water and sewer charges at no cost to the Tenant.

(b) The first five (5) months utilities will be paid by the Landlord. Tenant shall reimburse County for those utility charges above the normal average incurred by County on account of Tenant's construction activities. Thereafter, Landlord shall send monthly invoices including detailed statements to Tenant for reimbursement.

4. CONDITION OF THE LEASED PREMISES:

Landlord makes no representation or warranty that as of the Term Commencement Date, all parts of the Leased Premises, including structural elements of the foundation of the Building, roof, exterior walls, plumbing, electrical and other mechanical systems: (a) meet and comply with all federal, state, and local laws, ordinances and regulations; and are (b) in workable and sanitary order and state of repair at the time of delivery to Tenant. Tenant may, at Tenant's sole cost, hire a licensed building inspector to determine whether the premises are structurally sound prior to signing of Lease. Tenant acknowledges that it has been made aware by Landlord that the Leased Premises are hereby leased on an "as-is" basis and may or may not prove to be suitable for all purposes contemplated by Tenant, either now or in the future. Tenant further acknowledges that it has freely inspected the Leased Premises and is aware of its general overall condition.

5. PERMITTED USE OF THE PREMISES:

Tenant shall have exclusive use of the Leased Premises for only those activities directly related to its programming and administrative needs as defined in Paragraph 5.1. No other activities may be conducted on the Leased Premises without the written approval of the Parks Director. No political activities may be conducted upon the Leased Premises at any time.

5.1 Programming and Administrative Needs:

(a) Tenant shall use the Leased Premises as space for cultural programs, including but not limited to computer and Filipino (Tagalog) language classes, services for new immigrants, social events that feature traditional foods and folk dances, martial arts classes, and art exhibits.

(b) Tenant shall use the Lower Level Leased Premises as a free medical clinic offering basic medical treatment, exams, screenings, and routine immunizations for those who would otherwise not be able to afford care, the un-insured and underinsured.

(c) Tenant shall also use the Leased Premises as office space and to accommodate workspace for regular volunteers that support Tenant's administrative processes. In addition to meeting space, Tenant requires space for a computer lab.

(d) Tenant shall also use the Leased Premises for all other activities relating to participants and community involvement consistent with the purposes described above. The Tenant will maintain an accessible collection of Philippine artifacts, media, information, and fine arts, and will be permitted to fly the national flag of the Philippines.

(e) Tenant shall be allowed the use of the upper level main hall and amenities for big community events, at no additional cost or rent fees, when it is not used or scheduled for use by the Landlord or its renters. Advance notice will have to be given to the Landlord to reserve those dates. The weekend closest to June 12 of each year shall be reserved for

Tenant's use. Tenant giving advance notice shall be given priority to reserve four (4) more dates.

(f) All Tenant's programs shall be conducted in a manner which shall maintain Tenant's 501(c)(3) status.

(g) Landlord and Tenant will explore other possible opportunities for Tenant to participate in local neighborhood outreach programs.

5.2 Picnic Area:

Landlord shall provide at no cost to Tenant one (1) newly designated picnic area ("Picnic Area"), as shown on Exhibit B, to provide for Tenant's programming activities. Tenant also understands, acknowledges, and agrees that when the Picnic Area is not being used by Tenant, Tenant shall allow the public to utilize the Picnic Area. Following Tenant's activities at the Picnic Area, Tenant shall return the Picnic Area to the Picnic Area's condition immediately prior to Tenant's activities.

5.3 Annual Reports:

Within thirty (30) days after the conclusion of each annual term commencement anniversary date, Tenant shall submit a written report to the County listing a description of the numbers and types of activities provided; the number, ethnicity, and ages of the participants served by each of the activities; and, if applicable, the focus and types of any new activities planned for the upcoming calendar year.

5.4 Compliance with Laws:

Tenant shall, at Tenant's expense, promptly comply with all laws, rules, and regulations made by any governmental authority having jurisdiction over Tenant's use of the Leased Premises pertaining to: (a) the physical condition of any improvements constructed by Tenant on the Leased Premises; and (b) Tenant's administrative and programming activities in the Leased Premises.

Landlord shall, at Landlord's expenses, promptly comply with all laws, rules, and regulations of any governmental authority having jurisdiction over Zablocki Park.

5.5 Telephone, Internet Service, Alarm Service:

Tenant may, at Tenant's expense, install and maintain telephone, internet, and alarm services. Tenant agrees to pay for the monthly costs associated with the use of the telephone and internet as well as the monitoring fees of any alarms systems. Installation locations for phones or alarm systems are subject to the approval of Landlord, which approval shall not be unreasonably withheld or delayed. Landlord shall respond to a request for approval under this section within seven (7) days.

5.6 Collection and Removal of Trash; Medical Waste:

(a) Tenant shall be responsible for the collection and placement of Tenant's trash, litter, and garbage into receptacles provided by Landlord. Landlord shall provide for the hauling of and disposal of the accumulated trash, litter, and garbage.

(b) Tenant acknowledges complete responsibility for all Medical Waste generated or located on the Lease Premises and hereby agrees, at Tenant's sole expense, to handle, store

and dispose of its Medical Waste in compliance with all federal, state, and local laws, rules and regulations relating thereto.

(i) Tenant shall not place any Medical Waste in any garbage container on the Leased Premises or in any garbage container emptied by Landlord.

(ii) Tenant shall provide Landlord with a list of any hazardous substances, wastes or materials, which will be used or generated in connection with Tenant's Free Medical Clinic, as well as Tenant's proposed procedures for the use, storage and disposal of any such hazardous substances, wastes or materials.

(iii) Tenant hereby indemnifies and holds harmless Landlord from and against all liability, claims and demands on account of personal injuries, loss of life, property damage and loss of any kind whatsoever arising from or out of or in any manner connected to the Medical Wastes generated or located at the Leased Premises.

(iv) For the purposes of this Lease, Medical Waste shall mean Bloodborne Pathogens, Regulated Waste and other potentially Infectious Materials as defined in applicable federal regulations, in effect from time and time.

5.7 Cleanliness of Surrounding Areas:

Tenant agrees not to accumulate materials, supplies or equipment which may create a hazard to the public. Landlord agrees to maintain the surrounding park area in a state of cleanliness and repair.

5.8 Naming Rights:

Tenant shall not allow or issue "naming rights" to any portion of the Leased Premises or environs for any purposes without the express, written consent of the Parks Director.

5.9 Signage:

(a) All proposed banners and signage on the Leased Premises or environs must be pre-approved by the written consent of the Parks Director.

(b) Tenant shall acknowledge the Parks Department and include the County Parks logo in all promotional materials, whether print or digital, generated and controlled by Tenant regarding its activities and programming on the Leased Premises and in Zablocki Park.

(c) Parks Department Logo.

go to: <ftp://sftp.milwaukeecounty.org> (if your browser converts the sftp to ftp, simply change it in the URL and continue)

user: parksguest

password: parks411

Go to the ParksGuest directory, then the subdirectory Logos, and then 08parks
select the appropriate file type

Download the file; do not open on the ftp site.

5.10 Cleaning of Public Restrooms:

Landlord shall provide daily routine cleaning and once a week thorough cleaning of the Public Restrooms and shall provide all Public Restroom supplies and cleaners as needed at no cost to Tenant. Tenant shall ensure that the public restrooms are reasonably clean at the end of their well attended activities such as the free clinic, classes, dances and other community events.

5.11 Inspection by Landlord:

Landlord and its agents shall at all reasonable times have the right to enter the Premises to inspect the condition thereof and to improve or repair the Premises and any portion of the Building, and to make such repairs, alterations, improvements or additions as Landlord may deem necessary or desirable, and Landlord shall be allowed to take all material into and upon the Premises that may be required therefore without the same constituting an eviction of Tenant in whole or in part, and the rent reserved shall not abate while said repairs, alterations, improvements or additions are being made. With the exception of emergency situations, prior to entry, Landlord must provide notice to Tenant twenty-four (24) hours in advance. Nothing contained herein shall be deemed to impose on Landlord any obligation or duty to make repairs or alterations to the Premises except as expressly provided in this Lease.

5.12 Removal of Equipment and Supplies:

Tenant agrees to remove, at Tenant's cost, any personal property and related non-capital items at Lease end, except to the extent that Landlord waives such removal in writing. Improvements installed to the Leased Premises by Tenant shall become the property of Landlord at the termination of this Lease, except to the extent that the Landlord and Tenant agree otherwise in writing. Damage caused to the Leased Premises by any removal of personal property or improvements to the Leased Premises will be repaired by Tenant. If for any reason Tenant does not comply in a timely manner with its obligations under this paragraph (which shall mean completion within sixty (60) days unless otherwise authorized in writing by the Parks Director), then Landlord may make such repairs and/or remove, dispose of, or retain such property as Landlord sees fit. It is mutually agreed that Landlord may recover from Tenant any and all reasonable costs related to this Section. Tenant agrees to surrender the Leased Premises in broom-clean condition, subject to ordinary wear and tear and casualty.

6. RENOVATIONS AND IMPROVEMENTS:

6.1 Improvements-Initial Term:

Construction of the initial and future improvements to allow occupancy of Tenant, as described in the due diligence information provided to the County, shall be approved upon execution of this Lease. Tenant shall invest a minimum \$200,000 in contribution value during the Initial Term of the Lease to renovate and improve the Building at no cost to the County. Contribution value is defined as the actual or in-kind monetary amount expended by the Tenant to acquire or purchase construction materials, construction and installation services and labor, professional services such as architectural and engineering services, and design services. To count toward the \$200,000, each expenditure must include a copy of the paid invoice or a description of the in-kind services provided to Tenant from a licensed vendor or contractor. Notwithstanding the above, the Parties agree to negotiate in good faith the value of any new or used equipment supplied by the Tenant which will become the property of the County upon termination of the Lease. All items listed above which by

agreement between the Parties at the time of installation will become the property of the Landlord shall count toward the \$200,000 requirement. All items which by agreement between the Parties will revert to the Tenant upon termination of the Lease shall not count toward the \$200,000 requirement.

The Tenant's portion of the interior of the Building may be renovated in a manner which best suits the activities and programming functions of the Tenant. A detailed list of actual estimated costs of all renovations relating to the \$200,000 shall be submitted to the Parks Director for review and approval, which approval shall not be unreasonably withheld or delayed. All renovations relating to the \$200,000 requirement are to be completed within the Initial Term of this Lease pursuant to a schedule to be approved by the Parks Director and the County Department of Architectural and Engineering Services.

6.2 Improvements - Subsequent Terms:

Tenant may make additional renovations and improvements to the Building beyond the Initial Term. Any such renovations and improvements, other than those approved in the Due Diligence information provided in 6.1, shall be subject to the same terms, conditions, and requirements as indicated in all paragraphs of Section 6.

6.3 Prior Approval:

Renovation of the Building at any time shall require prior written approval of the Parks Director, which shall not be unreasonably withheld; design and construction approvals from the Milwaukee County Division of Architectural and Engineering Services; and compliance with all Due Diligence requirements of the Milwaukee County Department of Administrative Services (DAS), which shall include Tenant providing evidence it has obtained the necessary funds in an amount not less than one hundred percent (100%) of the estimated cost of the proposed improvement or renovation, before commencing any improvements or renovations to the Leased Premises. Tenant shall reimburse the Division of Architectural and Engineering Services for its costs in reviewing Tenant's design plans during the construction phases of the Building. Landlord shall have a period of thirty (30) days ("Review Period") to review any renovation plans and shall not unreasonably withhold, condition or delay its approval of the plans. Landlord, which includes the aforementioned departments, shall be deemed to have approved the plans unless, on or before the last day of the Review Period, Landlord has delivered to Tenant a written description of the specific items in the plans that are not acceptable and a description of the specific changes which must be made to ensure Landlord's approval. Tenant shall have thirty (30) days to submit revised plans. The review and approval process shall continue until such time as Landlord has approved the final plans.

6.4 Builder's Risk: Tenant or its general contractor shall provide Builders Risk insurance coverage on a completed value form insuring for special perils, with Milwaukee County, the building owner, as additional insured and loss payee on the insurance certificate, and the Tenant or its insurer are responsible for all builders risk losses.

6.5 Prevailing Wage: Construction of the Project shall be subject to and comply with Wisconsin's Prevailing Wage Law as required under Wis. Stat. §§ 66.0903, 66.0904, and 103.49.

6.6 Lien Waivers:

Tenant shall not permit any mechanics' or materialmens' liens to be levied upon the leased premises at any time for any labor or materials furnished to Tenant or to its agents or

contractors. Within sixty (60) days of the completion of any renovation, remodeling, or improvements by Tenant's contractor, subcontractors, or suppliers, Tenant shall obtain the appropriate lien waiver from such contractor, subcontractor, or supplier and shall file one (1) copy with the County.

6.7 County Project Manager:

A County Project Manager shall be designated to conduct periodic site observations to inspect the work or general compliance with the design and construction plans. The County Project Manager shall inspect the work for general compliance with Federal, state, and local building codes, as well as compliance with Public Health, Safety, and Welfare Standards. The County Project Manager shall serve on behalf of Milwaukee County and observe the work to assure that construction progresses according to plans and specifications and so that the interests of the County are protected.

6.8 Licensed Tradespersons:

Tenant agrees that all renovations and improvements shall be performed by fully licensed tradespersons who shall utilize industry standard supplies, equipment, and construction methods in the performance of their duties. Tenant shall require its Contractors and Subcontractors to obtain and maintain adequate insurance coverages with liability limits not less than that required of Tenant by County. Tenant shall have responsibility to enforce compliance with these insurance requirements; however, Tenant shall, upon request, provide the County acceptable evidence of insurance for any Contractor or Subcontractor.

6.9 Renovation Documents:

Tenant agrees that within sixty (60) days after the conclusion of each renovation, remodeling, or improvement project, Tenant shall provide to Landlord a complete set of construction documents to be included as a minimum: (a) as-built drawings;(b) a copy of all work orders and change orders; (c) a copy of all lien-waivers; (d) operation manuals and/or cut sheet drawings of any mechanical fixtures or equipment which was installed; (e) manufacturer's warranties or extended warranties; (f) a copy of all construction permits and signed drawings; (g) City of Greenfield final occupancy permits.

6.10 Ownership of Improvements:

Upon termination of the Lease for any reason, including but not limited to, for cause, by mutual written agreement, or by reason of the expiration of any of the calendar terms of the Lease, all renovations, improvements, or alterations, including generic signage affixed to the Building, shall become the property of Landlord, at no cost to Landlord.

6.11 Alterations Indemnification: To the fullest extent allowable under the laws of the State of Wisconsin, Tenant will release, indemnify, protect, defend (with counsel reasonably acceptable to Landlord) and hold harmless the Landlord from and against any claims in any manner relating to or arising out of any alterations, renovations, improvements or any other work performed, materials furnished or obligations incurred by or for Tenant or any person or entity claiming by, through or under Tenant.

7. MAINTENANCE AND REPAIRS:

(a) Tenant shall maintain the Leased Premises in good order, including interior cleaning and janitorial services to the Building facility and any environs utilized by the Tenant subject to paragraph (b) below.

(b) Landlord shall maintain the mechanical and electrical rooms, janitor's room and the Public Restrooms. Landlord shall provide a daily routine and weekly thorough cleaning of the Public Restrooms and shall provide all Public Restroom supplies and cleaning equipment needed for the Public Restrooms, at Landlord's cost. Landlord will regularly spot check the common areas such as the main entrance, foyer, stairwells, common hallways and interior handicapped accessible ramp areas and provide for cleaning after rentals and upon being given notice of a problem. Landlord shall maintain the exterior Leased Premises in good condition, including removal of graffiti and maintaining all outdoor lighting.

(c) Tenant shall, at its expense, during the Term of the Lease, pay for and make all necessary repairs and replacements to the leased portion of the Building, including, but not limited to, plumbing, electrical and lighting (including light bulbs), the doors, door checks, door hardware, windows, fixtures, heating, ventilating and air conditioning facilities located in or servicing the Building to the point of entry to a common line, and keep and maintain the same in good condition and repair so that at the expiration of the Term, the Leased Premises shall be surrendered to Landlord in the same condition or better that the same are in at the Term Commencement Date, ordinary wear and tear excepted. All repairs shall be done by licensed tradespersons, with oversight by the County Project Manager. Tenant may contract with Landlord for repairs on a time and materials basis. Landlord shall have no obligation to make repairs to the leased portion of the Building, except for repairs to the exterior of the Building, the roof and foundation of the Building, and any exterior lighting on the Building.

(d) Landlord shall maintain the exterior walls, roof and foundation of the Building in proper repair during the Term of the Lease. Landlord shall also maintain and repair all parking areas, public sidewalks, and all utility systems, which serve the Building as a whole, but are not a part of the Leased Premises. Snow, salting and ice removal for the sidewalks, building entries, driveways and parking areas will be the sole responsibility of the Landlord.

(e) Tenant shall perform its repair obligations promptly after learning of the need for such repairs, but in any event within thirty (30) days after written notice provided by one Party to the other. If Tenant fails to make such repairs for which it is obligated within thirty (30) days after Landlord's notice, and such failure constitutes a health or safety hazard to the public, or has the potential to cause further damage to the Leased Premises or the Building as a whole, then Landlord shall have the right to make the repair with its own staff or contract with a private company to make the repair, and charge all reasonable costs directly associated with making the repair, to the Tenant, (including salary and benefits if done with Landlord's own staff).

8. CASUALTY:

If the Leased Premises, or any portion thereof, are damaged or destroyed by fire, explosion, or any other casualty, which cannot, despite diligent, good faith efforts be repaired or restored within one hundred eighty (180) days following the date on which such damage occurs, then Tenant may elect to terminate this Lease effective as of the date of such damage or destruction. If Tenant does not give notice of Tenant's election to terminate, then Landlord shall, subject to the provisions of this section, immediately commence and diligently pursue to complete the repair of such damage so that the Leased Premises are restored to a condition equivalent to that existing immediately prior to such casualty. Notwithstanding anything contained herein to the contrary, if the Lease Premises are not repaired and restored within one hundred eighty (180) days from the date of damage, Tenant may terminate the Lease at any time before Landlord completes the repairs and delivers the restored Leased Premises to Tenant; provided however, in the event Landlord completes the repairs and

delivers the restored Leased Premises to Tenant within thirty (30) days after receipt of Tenant's notice, Tenant's termination notice shall be deemed null and void.

9. INSURANCE:

(a) Landlord assumes no responsibility for any loss or damage to the Tenant's personal property while in use or stored at or on the Leased Premises. Tenant shall maintain comprehensive liability, workers compensation and automobile liability insurance as required below. Tenant's policies shall not be contributing with or in excess of any coverage that the Landlord may carry on the Leased Premises.

(b) Landlord shall, at Landlord's sole cost, keep in full force and effect a policy of comprehensive liability insurance and commercial property insurance, including coverage for all capital improvements on the Leased Premises.

(c) The Tenant shall provide the Landlord with evidence of insurance in the following minimum amounts.

<u>Type of Coverage</u>	<u>Minimum Limits</u>
Commercial General Liability	
Bodily Injury and Property Damage (incl. Personal Injury, Fire Legal, Contractual & Products/Completed Operations)	\$1,000,000 Per Occurrence \$1,000,000 General Aggregate
Automobile Liability	
Bodily Injury & Property Damage All Autos-Owned, non-owned and/or hired Uninsured Motorists	\$1,000,000 Per Accident Per Wisconsin Requirements
Wisconsin Workers' Compensation or Proof of All states Coverage	Statutory
Professional Liability – Medical Malpractice	\$1,000,000 Per Occurrence
Employers I Liability	\$100,000/\$500,000/\$100,000

Milwaukee County, as its interests may appear, shall be named as an additional insured and be afforded a thirty (30) day written notice of cancellation or non-renewal. Disclosure must be made of any non-standard or restrictive additional insured endorsement, and any use of non-standard or restrictive additional insured endorsement will not be acceptable. A certificate indicating the above coverages shall be submitted for review and approval by the County for the duration of this Lease.

Coverages shall be placed with an insurance company approved by the State of Wisconsin and rated "A" per Best's Key Rating Guide.

Additional information as to policy form, retroactive date, discovery provisions and applicable retentions shall be submitted to County, if requested, to obtain approval of insurance requirements. Any deviations, including use of purchasing groups, risk retention groups, etc., or requests for waiver from the above requirements shall be submitted in writing to the County for approval prior to the commencement of activities under this Lease.

The insurance requirements contained within this Lease are subject to periodic review and adjustment by the County Risk Manager.

10. INDEMNIFICATION:

To the fullest extent permitted by law, Tenant shall indemnify the County for, and hold it harmless from all liability, claims and demands on account of personal injuries, property damage and loss of any kind whatsoever, including workers' compensation claims, which arise out of or are in any manner connected to the Leased Premises, based on any injury, damage or loss being caused by any wrongful, intentional, or negligent acts or omissions of the Tenant, its agents or employees. Tenant shall, at its own expense, investigate all claims and demands, attend to their settlement or disposition, defend all actions based thereon and pay all charges of attorneys and other costs and expenses arising from any such injury, damage or loss, claim, demand or action. Tenant shall indemnify and save the County harmless from any award of damages and costs against the County for any action based on U.S. patent or copyright infringement regarding computer programs involved in the performance of the tasks and services covered by this Lease.

Landlord shall indemnify the Tenant for, and hold it harmless from all liability, claims and demands on account of personal injuries, property damage and loss of any kind whatsoever, which arise out of or are in any manner connected to the sidewalks, building entries, driveways and parking areas to the extent caused by any wrongful, intentional, or negligent act or omission of the Landlord.

Landlord hereby agrees to waive any claims against Tenant and agrees to hold Tenant harmless for any liability, claims and demands that are in any manner connected to the Public Restrooms or any other areas in Zablocki Park that are not included in the Leased Premises, except for any claims caused by any wrongful, intentional, or negligent acts of Tenant. Tenant shall hold no responsibility or liability for any area that is not included in the Leased Premises and Landlord acknowledges it holds sole responsibility and liability for any area that is not included in the Leased Premises.

10.1 Environmental Indemnification:

Tenant shall, to the fullest extent provided for under any environmental laws, rules and regulations, be responsible for any required repair, cleanup, remediation or detoxification arising out of any Hazardous Materials brought onto or introduced into the Leased Premises or surrounding areas by Tenant, its contractors, subcontractors, or agents. Tenant hereby agrees to indemnify, defend and hold County harmless from and against any and all liabilities, costs, expenses (including attorney fees), damages (including but not limited to clean-up, remediation or detoxification of) or any other losses caused by its introduction of any such Hazardous Materials into or onto the Leased Premises and any Hazardous Materials brought onto or introduced into the Leased Premises as described below. Notwithstanding the foregoing, Tenant shall not be liable for, and shall have no obligations for (including but not limited to the indemnification, repair, clean-up, remediation or detoxification of) Hazardous Materials located in and on the Leased Premises whose presence pre-exists the commencement of Tenant's activities on the Leased Premises, as well as any Hazardous Materials existing on or brought into the Leased Premises by the County or any third parties, other than Tenant's contractors, subcontractors, or agents. County hereby agrees to indemnify, defend, and hold Tenant harmless from and against, any and all liabilities, costs, expenses (including attorney fees), damages (including but not limited to clean-up, remediation or detoxification of) or any other losses caused by Hazardous Materials located in and on the Leased Premises whose presence pre-exists the commencement of Tenant's

activities on the Leased Premises, as well as any Hazardous Materials brought into the Leased Premises by the County or any third parties.

"Hazardous Materials" as the term is used herein shall mean any substance: (i) the presence of which requires investigation or remediation under any Federal, state or local statute, regulation, ordinance, order, action or policy; or (ii) which is or becomes defined as a "hazardous waste" or "hazardous substance" under any Federal, state or local statute, regulation, ordinance, or amendments thereto.

11. AUDIT:

Pursuant to Milwaukee County ordinance section 56.30(6)(e), Tenant shall allow Milwaukee County, the Milwaukee County Department of Audit, or any other party the Milwaukee County may name, when and as they demand, to audit, examine and make copies of records in any form and format, meaning any medium on which written, drawn, printed, spoken, visual or electromagnetic information is recorded or preserved, regardless of physical form or characteristics, which has been created or is being kept by the Tenant, including not limited to, handwritten, typed or printed pages, maps, charts, photographs, films, recordings, tapes (including computer tapes), computer files, computer printouts and optical disks, and excerpts or transcripts from any such records or other information directly relating to matters under this Lease, all at no cost to Milwaukee County. Any subcontracting by the Tenant in performing the duties described under this Lease shall subject the subcontractor and/or associates to the same audit terms and conditions as the Tenant. The Tenant (or any subcontractor) shall maintain and make available to Milwaukee County the aforementioned audit information for no less than three (3) years after the conclusion of each Lease term.

12. INTEREST:

Unless waived by County Board of Supervisors, Tenant shall be responsible for payment of interest on amounts not remitted in accordance with the terms of the Lease with Milwaukee County. The rate of interest shall be the statutory rate in effect for delinquent County property taxes (one-percent (1 %) per month or fraction of a month) as described in Wisconsin statutes section 74.47(1). The obligation for payment and calculation thereof shall commence upon the day following the due dates established herein.

12.1 Penalty:

In addition to the interest described above, Tenant may be responsible for payment of penalty on amounts not remitted in accordance with the terms of the Lease with Milwaukee County, as may be determined by the administrator of this Lease, or designee. The penalty shall be the statutory rate in effect for delinquent County property taxes (.5% per month, or fraction of a month) as described in Milwaukee County ordinance section 6.06(1) and Wisconsin statutes section 74.47(2). The obligation for payment and calculation thereof shall commence upon the day following the due dates established herein.

12.2 Audit Results:

If, as a result of the annual audit required herein, additional amounts are disclosed to be due and owing to the County, interest and penalty shall be calculated thereon in accordance with the above method. Tenant shall remit to the County any additional amounts identified due and owing for the audit including interest and penalty thereon within thirty (30) days following receipt of the audit report by the County.

12.3 Nonexclusivity:

This provision permitting collection of interest and penalty by Milwaukee County on delinquent payments is not to be considered Milwaukee County's exclusive remedy for Tenant's default or breach with respect to delinquent payment. The exercise of this remedy is not a waiver by Milwaukee County of any other remedy permitted under the Agreement, including but not limited to termination of this Lease.

13. TERMINATION:

Landlord may terminate the Lease if Tenant breaches or fails to perform any of Tenant's obligations under the Lease and the breach or failure continues for a period of thirty (30) days after Landlord has notified Tenant of Tenant's breach or failure; provided that Tenant cannot reasonably cure its breach or failure to perform within the thirty (30) day period and thereafter pursues the cure and effects the cure within a period of time that does not exceed sixty (60) days after the expiration of the thirty (30) day period. In addition, the Lease may be terminated in the event that the Milwaukee County Board of Supervisors, via official action and resolution, elect to close Zablocki Park during the Term of this Lease. In such event, the Tenant shall be afforded an opportunity to present an alternative proposal to the County to continue operating its programs in the Building. If such a proposal is not approved County shall pay to Tenant the depreciated value for the improvements made pursuant to Paragraph 6.1 and 6.2 and constructed by Tenant, which shall be determined based upon its original cost and through use of a twenty (20) year straight-line depreciation method dated from the date of completion.

14. ASSIGNMENT / SUBLETTING:

Tenant may not assign this Lease, in whole or in part, or sublease any part of the Leased Premises without the prior written approval of the Parks Director.

15. HOLDOVER:

In the event that Tenant remains in possession of the Leased Premises after the expiration of this Lease with the consent of Landlord and without the execution of a new lease, it shall be deemed to be occupying said premises as a tenant from month-to-month, subject to all of the conditions, provisions and obligations of this Lease insofar as the same are applicable to a month-to-month tenancy until the termination of such tenancy. Tenant shall also pay to Landlord a monthly rental amount equal to the then current market rental rate as established by the Parks Director. Such month-to-month tenancy may be terminated by either party effective as of any calendar month by twenty-eight (28) days prior written notice to the other party. If Tenant remains in possession of the Leased Premises without the consent of Landlord or remains in possession of the Leased Premises following the termination of a hold-over month-to-month tenancy created pursuant to the first sentence of this Section, then Tenant shall pay to Landlord a use and occupancy charge equal to two (2) times the then current market rental rate as established by the Parks Director, computed on a daily basis, in addition to all of the other charges provided for hereunder and otherwise subject to the terms and conditions of this Lease. The provisions of this Section shall not be deemed to waive Landlord's right of re-entry or any other right hereunder or at law and shall survive the expiration of the Term of this Lease.

16. INTERPRETATION:

The laws of the state of Wisconsin shall govern the validity, performance and enforcement of this Lease. If any provision of this Lease is found to be invalid or unenforceable, the remaining provisions of this Lease shall not be affected, thereby, and shall remain in full force and effect as though the invalid or unenforceable provisions were not contained herein; provided that, if said invalid or unenforceable provisions go to the heart of this Lease, then the Lease is terminated. Tenant acknowledges that it has read this Lease and that it has had the opportunity to confer with

counsel in negotiating this Lease; accordingly, this Lease shall be construed neither for nor against Landlord or Tenant, but shall be given a fair and reasonable interpretation in accordance with the meaning of its terms.

17. PARTNERSHIP:

Nothing contained in this Lease shall constitute or be construed to create a partnership or joint venture between Landlord or its successors or assigns and Tenant or its successors or assigns. This Lease does not create the relationship of principal and agent or of partnership, of joint venture, or of any association between Landlord and Tenant other than that of Landlord and Tenant.

18. FORCE MAJEURE:

In the event that Landlord shall be delayed or hindered in or prevented from the performance of any act required hereunder by reason of strikes, lockouts, labor troubles, inability to procure materials, failure of power, restrictive governmental laws, regulations orders or decrees, riots, insurrection, war, acts of God, inclement weather, or other reason beyond Landlord's reasonable control, then performance of such act shall be excused for the period of the delay and the period for the performance of any such act shall be extended for a period equivalent to the period of such delay. Such failure to perform shall not be grounds for termination or default.

19. CONFLICT OF INTEREST:

During the term of this Lease, Tenant shall not hire, retain, or utilize for compensation any member, officer, or employee of the County or any person, who to the actual knowledge of Tenant, has a conflict of interest. Tenant hereby acknowledges that portion of the County's Code of Ethics, which states in part: "No person may offer to give to any County officer or employee or his immediate family, and no County officer or employee or his immediate family may solicit or receive anything of value pursuant to an understanding that such officers or employee's, vote, official actions or judgment would be influenced thereby."

20. OFFICIAL NOTICES:

All notices with respect to this Lease shall be in writing. Except as otherwise expressly provided in this Lease, a notice shall be deemed duly given and received upon delivery, if delivered by hand, or three days after posting via US Mail, to the party addressed as follows:

To Tenant:
Philippine Cultural and Civic Center Foundation, Inc.
Romulo Gerardo S.A. Ramos, Executive Director
535 N. 27th Street
Milwaukee, WI 53208

To Landlord:
Milwaukee County Dept of Parks
Sue Black, Director
9480 Watertown Plank Road
Wauwatosa, WI 53226

Either party may designate a new address for purposes of this Lease by written notice to the other party.

21. AUTHORITY:

If Tenant is a corporation, or limited liability company or other entity, each individual executing this Lease on behalf of Tenant represents and warrants that he or she is duly authorized to execute and deliver this Lease on behalf of said corporation, limited liability company or other entity, as the case may be, and that this Lease is binding upon said corporation in accordance with its terms without the joinder or approval of any other person.

SIGNATURE PAGE FOLLOWS:

IN WITNESS WHEREOF, the Parties hereto have set their hands as follows:

Philippine Cultural and Civic Center Foundation, Inc.

by _____ Date _____
Romulo Gerardo S.A. Ramos, Executive Director

Milwaukee County Dept. of Parks, Recreation & Culture

by _____ Date _____
Sue Black, Director

Approved as to form and independent status:

by _____ Date _____ by _____ Date _____
Corporation Counsel Risk Management



**PHILIPPINE CULTURAL AND CIVIC CENTER
FOUNDATION, INC.**

**DUE DILIGENCE INFORMATION FOR
MILWAUKEE COUNTY DEPARTMENT OF PARKS, RECREATION & CULTURE**

The Philippine Cultural and Civic Center Foundation (PCCCF) is considering a variety of relocation options to house its administrative and cultural programming operations, including its Free Medical Clinic. The building located at Zablocki Park (3717 W. Howard Avenue) would meet the needs of the PCCCF, and we believe the PCCCF's presence in this building would greatly enhance the park and surrounding neighborhood.

The PCCCF exists to construct or renovate a building to house activities of the Milwaukee Filipino-American community, in order to bring to the American consciousness the richness of Filipino culture, as well as the significance of Filipino contributions to the United States. In addition, the PCCCF aims to provide services of a civic nature, which would otherwise be difficult or too costly for some people to obtain.

1. Cash Flow Projections: Please see the 2010 income statement for the PCCCF attached hereto as Exhibit A.
2. Operating Budget Impact: Please see the PCCCF 2010 balance sheet and 2011 budget attached hereto as Exhibit B.
3. Debt Management/Schedules: The PCCCF holds no debt.
4. Legal Liability: Attorney Thomas J. McGinn, legal counsel for the PCCCF, hereby states that the PCCCF has no outstanding legal issues.
5. Financial Reporting Systems: PCCCF Treasurer Rebecca Toledo manages the PCCCF's monthly financials. Ms. Toledo is a C.P.A. and Assistant Professor in the Alverno College School of Business. Annual 990 tax forms are prepared by Walkowicz & Boczkiewicz & Co., S.C. The PCCCF was last audited in 2009 by Dalin Lindseth & Co, S.C.
6. Right-to-Audit Provisions: The PCCCF hereby states that Milwaukee County may audit its records pertaining to any lease agreement the PCCCF may execute with Milwaukee County.

7. Project Feasibility Study: The PCCCF has not conducted a feasibility study for the building. Ramos & Associates Architects and D.L. Parsons Construction have prepared preliminary design drawings, proposed scope specifications and a project budget estimate, for possible improvements to the Zablocki Park building. The drawings, scope specifications and estimated budget, are attached hereto as Exhibit C.
8. Key Factors to Success/Failure: Milwaukee County will prepare these factors as part of the final report.
9. Governance Structure/Procedures: The names of the 2011 Officers and PCCCF Board of Directors are attached hereto as Exhibit D. The bylaws of the PCCCF are attached hereto as Exhibit E. Medical care at the PCCCF Free Medical Clinic is provided by volunteer health care providers (Physicians, Nurses and Respiratory Therapists) licensed in the State of Wisconsin. PCCCF and the Free Medical Clinic carries all proper liability insurance.
10. Public Policy Impacts: Milwaukee County will prepare public policy impact statements as part of the final report. A long term occupancy of the Zablocki Park building by the Philippine Cultural and Civic Center Foundation would sustain and strengthen the park and surrounding area while bringing important programs to nearby residents, as well as the many members of the Filipino-American community. The PCCCF is a well-established non-profit organization with a solid history of service to the people of the Milwaukee area, and an interest in expanding its programs in a permanent space. The PCCCF's members have the professional savvy and commitment needed to maintain a Philippine Center. The Zablocki Park building is an underutilized space with great potential. A partnership and agreement between the Milwaukee County Park System and the PCCCF would be a win-win for all involved.
11. Employee/Labor Relations: The PCCCF is not involved in any labor contracts.
12. Environmental Concerns: Construction manager will arrange to have a Pre-Renovation Lead-Based Paint Survey Report and a Limited Pre-Renovation Asbestos Inspection Report. when required.
13. Tax Consequences: A copy of the PCCCF's 501(c)(3) status letter is attached hereto as Exhibit F.
14. Capital Management/Maintenance: A cost estimate sheet shown in phases for the proposed capital improvements, and additional possible capital improvements, and drawings of the building detailing the proposed PCCCF capital improvements are attached hereto as Exhibit C. As Milwaukee County has no budgeted funds to contribute to these needed improvements, the PCCCF will commit to completing \$100,000 of improvements prior to moving in, and will complete other improvements of the leased spaces as needed.

15. Conflicts of Interest/Ethics: To the PCCCF's knowledge, there are no potential conflicts of interest to this proposal.
16. Performance Measurements: The PCCCF has not prepared a formal strategic plan. But the consistent number of diverse people served through the PCCCF's cultural and social programs illustrates their importance. Client and community support of the PCCCF Free Medical Clinic is evidenced by the increasing number of clients and volunteers that the clinic continues to attract. The support is also shown by the number of patients who pay repeat visits to the Clinic, and the increase in financial donations over time. The Clinic has also gained additional hands-on volunteer support from some of its financial supporters. Records will continue to be kept of how many patients are served at the PCCCF Free Medical Clinic each month. Comparison of yearly statistics will enable measurement of projected goals in terms of the number of patients served. By comparing demographic information about patients seen, Medical Director Dr. Violeta Singson can determine the need for additional services. Members of the Philippine Medical Association of Wisconsin also collaborate with the Clinic as practitioners and advisors. The greater number of patients treated, the better the overall health of the community.
17. Organization Chart/Mission Statement: The PCCCF's mission statement is as follows:
- "As citizens of this community, we have partaken of its material and spiritual wealth. Through its benevolence, we have shared with its greatness and now enjoy a way of life that allows us to help alleviate the sufferings of this largely impoverished and troubled world. Therefore we, Filipino-Americans and our friends of this community, have established the Philippine Cultural and Civic Center Foundation, Inc. Through this foundation, which aims to construct (or acquire) a building to house some activities of the community, we hope to bring to the American consciousness the richness of our background, as well as the significance of our contributions to this country. In addition, we also aim to provide services of a civic nature, which would otherwise be difficult or too costly for some people to obtain. Above all, it is our fervent hope that through this foundation, we will help raise generations of citizens who will continue to contribute to the greatness of America and help mold its moral conscience."
18. Necessary Documentation: The PCCCF will provide all documents, materials, and relevant information to the proposal.
19. Bank Disclosure: The PCCCF recognizes and understands that it is responsible for the cost of the capital improvements to complete and restore the Zablocki Park building as stipulated in the lease agreement.



**PHILIPPINE CULTURAL AND CIVIC CENTER
FOUNDATION, INC.**

535 N 27th Street, Milwaukee, Wisconsin 53208
Telephone/Fax: (414) 342-1400 ■ Web Page: [http:// philippinecenter.com](http://philippinecenter.com)

EXHIBIT A

**Philippine Cultural & Civic Center Foundation, Inc
Income Statement
For the Year Ended December 31, 2010**

Revenues

Donations	\$ 34,868.23
Investment Income	2,069.31
Grants / Foundations	45,000.00
Special Events	29,009.68
Total	<u>\$ 110,947.22</u>

Expenses

Rent	\$ 24,000.00
Utilities	1,131.20
Office Supplies	5,297.24
Medical / Pharmaceutical Supplies & Imaging Services	11,846.45
Insurance	573.00
Fundraising Consultant Fees	23,700.00
Accounting Fees	1,400.00
Clinic Administrator & Staff	4,166.61
Part-time Executive Director	10,416.63
Cost of Fundraising Event	4,361.00
Miscellaneous	3,677.24
Total	<u>\$ 90,569.37</u>

Net Income	<u><u>\$ 20,377.85</u></u>
-------------------	-----------------------------------



**PHILIPPINE CULTURAL AND CIVIC CENTER
FOUNDATION, INC.**

535 N 27th Street, Milwaukee, Wisconsin 53208
Telephone/Fax: (414) 342-1400 ■ Web Page: [http:// philippinecenter.com](http://philippinecenter.com)

EXHIBIT B

**Philippine Cultural & Civic Center Foundation, Inc
Balance Sheet
December 31, 2010**

		Assets	
Cash			
Cash - US Bank	\$	43,083.23	
Cash - Prime Financial Credit Union		108,164.15	
Cash - Dain Rauscher		60,402.21	\$ 211,649.59
Short-term Investments			10,760.00
Total Assets			\$ 222,409.59
		Liabilities & Equity	
Liabilities			\$0.00
Equity			
Fund Balance	\$	202,031.74	
Net Income		20,377.85	222,409.59
Total Liabilities and Equity			\$222,409.59



**PHILIPPINE CULTURAL AND CIVIC CENTER
FOUNDATION, INC.**

535 N 27th Street, Milwaukee, Wisconsin 53208
Telephone/Fax: (414) 342-1400 ■ Web Page: [http:// philippinecenter.com](http://philippinecenter.com)

EXHIBIT B

**Philippine Cultural & Civic Center Foundation, Inc & Free Medical Clinic
Budgeted Revenues and Expenses
For the Year Ending December 31, 2011**

Revenues

Donations	\$42,000.00
Investment Income	4,000.00
Grants / Foundations	75,000.00
Special Events	35,000.00
Total	<u>\$156,000.00</u>

Expenses

Rent	\$24,000.00
Utilities	3,000.00
Postage	2,750.00
Office Supplies	4,500.00
Medical Supplies	10,000.00
Medical Services	15,000.00
Clinic Administrator & Staff	12,000.00
Part-time Executive Director	30,000.00
Cost of Fundraising Event	7,500.00
Fundraising Consultant Fees	25,200.00
Total	<u>\$133,950.00</u>

Revenues in Excess of Expenses (Restricted for Building Fund)	<u><u>\$22,050.00</u></u>
--	---------------------------



**PHILIPPINE CULTURAL AND CIVIC CENTER
FOUNDATION, INC.**

Proposal to Occupy Building within Zablocki Park

Summary

The Philippine Cultural and Civic Center Foundation (PCCCF) is considering a variety of relocation options to house its administrative, civic and cultural programming operations, including its Free Medical Clinic. The Zablocki Pavilion located at Zablocki Park (3717 W. Howard Avenue) would meet the needs of the PCCCF, and we believe the PCCCF's presence in this building would greatly enhance the park and surrounding neighborhood.

The PCCCF exists to construct or renovate a building to house activities of the Milwaukee Filipino community, in order to bring to the American consciousness the richness of Filipino culture, as well as the significance of Filipino contributions to the United States. In addition, the PCCCF aims to provide services of a civic nature, which would otherwise be difficult or too costly for some people to obtain.

The PCCCF's cultural programs include Filipino (Tagalog) language classes, services for new immigrants, social events that feature traditional foods and folk dances, martial arts classes, and art exhibits. The PCCCF also maintains a collection of Philippine artifacts, media, information, and fine arts. Filipino cooking demonstrations, traditional clothing exhibits, and seasonal celebrations have all been shared with the Milwaukee community. The PCCCF has helped sponsor Philippine artists, storytellers and authors, as well as music and dance concerts. At the same time, the PCCCF has organized numerous activities for young people, including chess matches, dances, martial arts seminars, and basketball and table tennis tournaments. The PCCCF Free Medical Clinic recently marked its tenth year of providing free basic health care to the Milwaukee community.

Zablocki Park lies in a desirable, centrally located area for the activities of the PCCCF. Its accessibility via Milwaukee County Transit bus service is especially important when considering the needs of the population served by the PCCCF Free Medical Clinic.

History and Cultural Programs of the PCCCF

The PCCCF was formed in 1995. The organization was established to build a civic center to benefit members of the community, which will be a resource center for elders, educational tool for children, and a cultural center to educate about and increase awareness of the Filipino-American culture. Cultural programming began at that time, and continues to the present. In 1998, the PCCCF began renting rooms to serve as its

Philippine Center. The PCCCF was incorporated as a non-profit organization in 2000. In October of 2000, the PCCCF Free Medical Clinic, was opened at a separate location. The Clinic presently operates two Saturdays a month at 535 N. 27th Street, Milwaukee, WI 53208, at the private office of its Medical Director, Dr. Violeta Singson.

The PCCCF has accomplished a great deal and helped organize many cultural events. In 1997, PCCCF Executive Director Gerry Ramos, was requested by Ms. Mary Korenic of the Milwaukee Public Museum (MPM) Education Department Head to help prepare the template for the MPM "Annual Celebrations of Culture". Mr. Ramos, representing the PCCCF and the Filipino American Association of WI, became active with the Wisconsin Association of Asian Americans and helped ensure the participation and inclusion of Filipino Organizations, performers and cultural exhibits at the Asian Moon Festival.

Along with the above programs, in 2004, an "American Idol" viewing party was held at the Philippine Center to celebrate the achievements of 2 young Filipinas who had made it to that program's final round. The Philippine Martial Arts National Tournament was held at Alverno College in February 2006, and a showing of the Cannes Film Festival feature "Panaghoy sa Suba" (The Call of the River) was held at Cardinal Stritch University in October 2006. Concerts were held in September 2007 that featured professional Filipino-American musicians.

In 2008, the Philippine Center assisted FEMA in distributing flyers, leaflets and other information to the Filipino American Community, helping to relay info on the available flood assistance programs of FEMA and SBA to victims of the June 2008 floods that hit Wisconsin and the greater Milwaukee area. The Center also sponsored two "Consulate on Wheels" events in November 2008 and July 2009. About 110 were served by the Philippine Consulate here in Milwaukee. Machine readable passports, dual citizenship, authentication of documents, birth and marriage registrations were processed.

An exhibit of Filipino arts and artifacts was featured at the Milwaukee Public Museum in October 2009 and again in 2010. Also that month, a concert featuring "Flipping Coins," a band of Filipino-Americans, was held at the Tripoli Shrine Center in Milwaukee to raise funds for victims of the hurricanes in the Philippines, the PCCCF Building Fund, and a Filipino-American cancer patient. This past summer, the PCCCF along with volunteers from Marquette University--set up a computer lab and classes to teach computer basics to elders. These classes continue.

The Philippine Center is used by numerous Filipino-American Organizations for activities, meetings, choir, dance practices, and preparations for the annual Holiday Folk Fair in November and when invited to participate in Milwaukee County activities at the Mitchell Park Domes and Boerner Botanical Gardens.

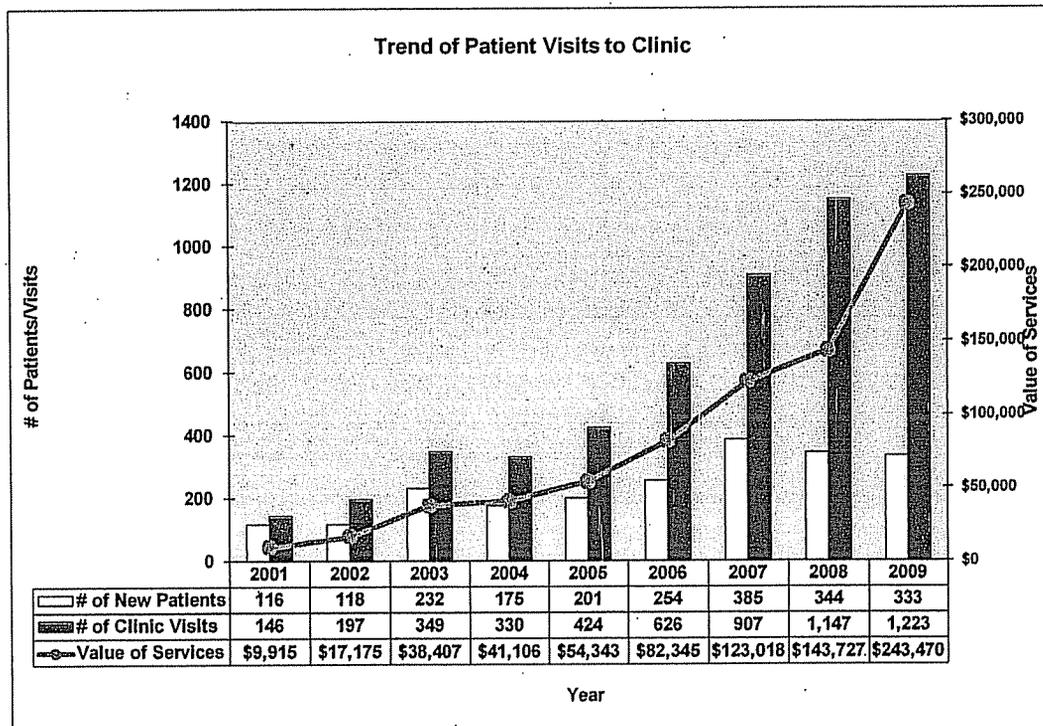
Other non-profit organizations such as the Milwaukee Mosaic Partnership Programs, Wisconsin Organization for Asian Americans, Asian Moon Festival have also held meetings at the Philippine Center.

A number of students and children's groups have availed of the PCCCF's resources and reference materials such as the literatures on Philippine culture and Filipiniana costume collections for school projects .

The PCCCF continues to assist in the process of integration for American families with adopted Philippine children by involving the families with activities that gave better understanding of their child's ethnic heritage. Americans married to Filipinos are provided with the means and support to help in their social and cultural adjustment. Providing Filipino language lessons also help their communication skills.

The PCCCF Free Medical Clinic

In addition to its cultural and educational activities, the PCCCF donates time and services to those in need. The PCCCF operates a Free Medical Clinic two Saturday mornings a month, offering basic medical treatment, exams, screenings, and routine immunizations for those who would otherwise not be able to afford care, the un-insured and underinsured. The health care given at the clinic is provided by Filipino and other doctors and medical professionals as a service to the community *absolutely free*. More than 5,000 visits have been made to the PCCCF Free Medical Clinic since its doors opened 10 years ago. Most patients are from the Milwaukee and Waukesha area, but patients from other parts of Wisconsin and as far away as Tanzania have also been served.



According to Clinic records, 18% of patients are under the age of 18. 8% of

patients seen are over 65. 40% live in low-income Milwaukee neighborhoods. Between 2008 and 2009, there was a 10% increase in the number of patients seen, and an 8% increase in the number of visits. In 2009, 493 new patients were treated.

The PCCCF Clinic provides the following services, completely free of charge:

- Well baby and child exams, including immunizations
- Day care/school/sports/camp physicals
- Pre-employment exams, including tuberculosis skin testing
- General exams for adults
- Blood pressure checks
- Screenings for cholesterol, blood glucose, anemia, and strep
- Vision and hearing screenings
- Follow up lab tests, bone density screenings and mammograms
- Flu shots
- Free medications
- Medically necessary dental care

The PCCCF Clinic does NOT provide:

- Prenatal or OB/GYN care
- Psychiatric counseling
- Immigration physicals
- Treatment of work-related injuries
- Prescription of controlled medications and "lifestyle" drugs, such as Viagra or Propecia
- Weight loss programs
- Workman's compensation exams

The ongoing financial requirements of the Clinic include rent for space, the cost of medications and tests, and blood and urine screenings. Because the cost of health care and the number of uninsured in continues to rise while the economy worsens, this program is a vital and potentially life-saving program for people in Milwaukee and Wisconsin.

The Clinic is presently located at 535 N. 27th Street, Milwaukee, WI 53208, at the office of Medical Director, Dr. Violeta Singson. Dr. Singson has won numerous national awards in recognition of her important volunteer work with the PCCCF Free Medical Clinic. In November 2010, Dr. Singson was recognized as a Classic Woman in the *Traditional Home* magazine national contest for volunteers.

Intent for Use of the Zablocki Park Building

The members of the PCCCF wish to contribute back to the community in which they have lived and prospered while sharing their cultural heritage with the greater community. The benefits of parks are well-documented: increased property values and civic pride, reduction of crime and gang violence, health benefits to nearby residents,

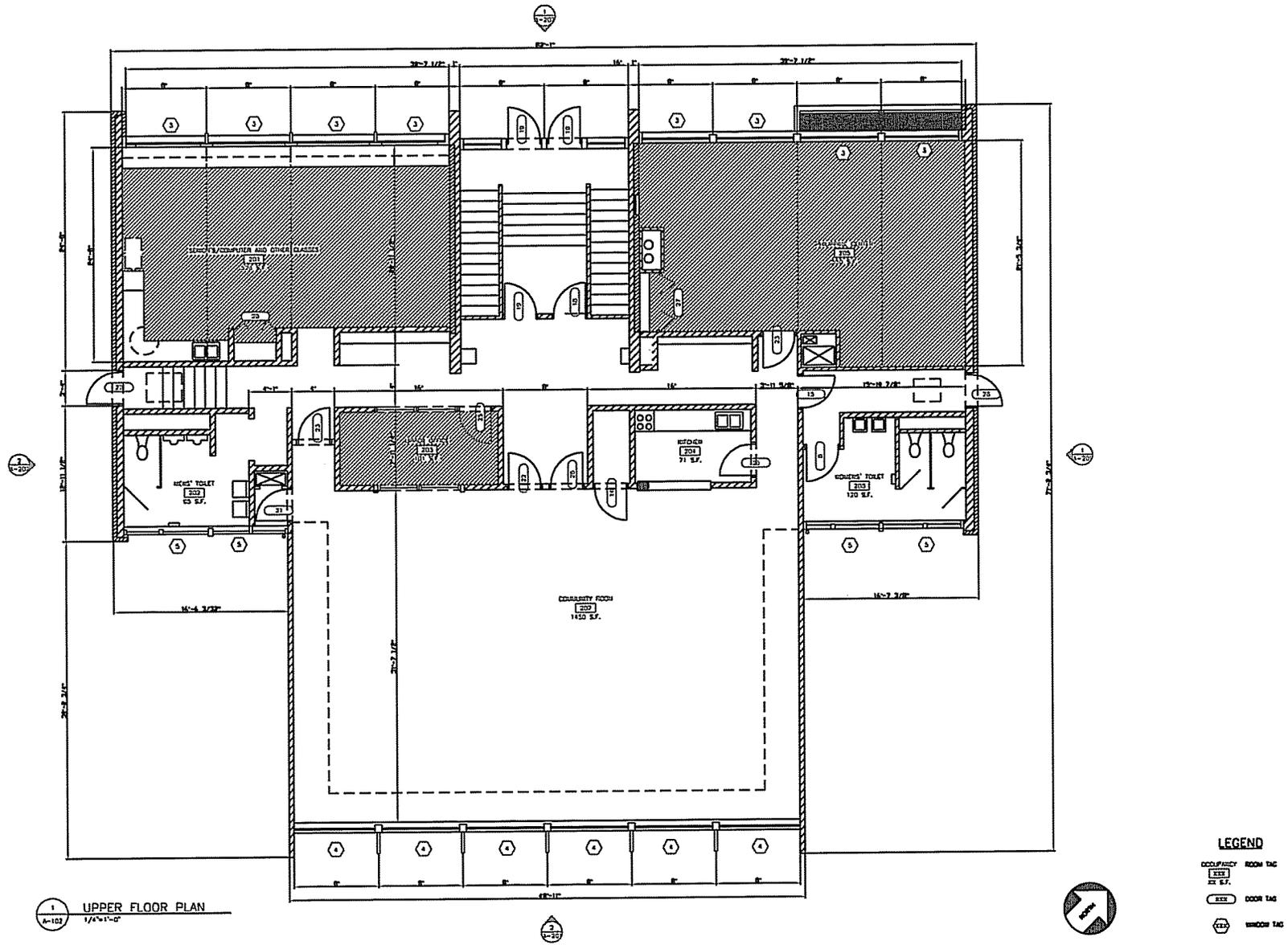
and protection of green space. The PCCCF's presence in the Zablocki Park building would ensure these benefits continue at this site while contributing important and richly diverse programs and events to the people of Milwaukee and Wisconsin.

The PCCCF has long maintained a building fund for acquisition or building of a Philippine Center, and has actively raised funds continuously toward that goal. PCCCF Executive Director Gerry Ramos is a licensed architect, and has developed both the specifications for retrofitting of space for a Philippine Center as well as supporting relationships within the community. The architectural plans for the PCCCF Center include permanent space for the PCCCF Free Medical Clinic, a library, a Philippine cultural museum, office, meeting and activity rooms and storage.

Conclusion

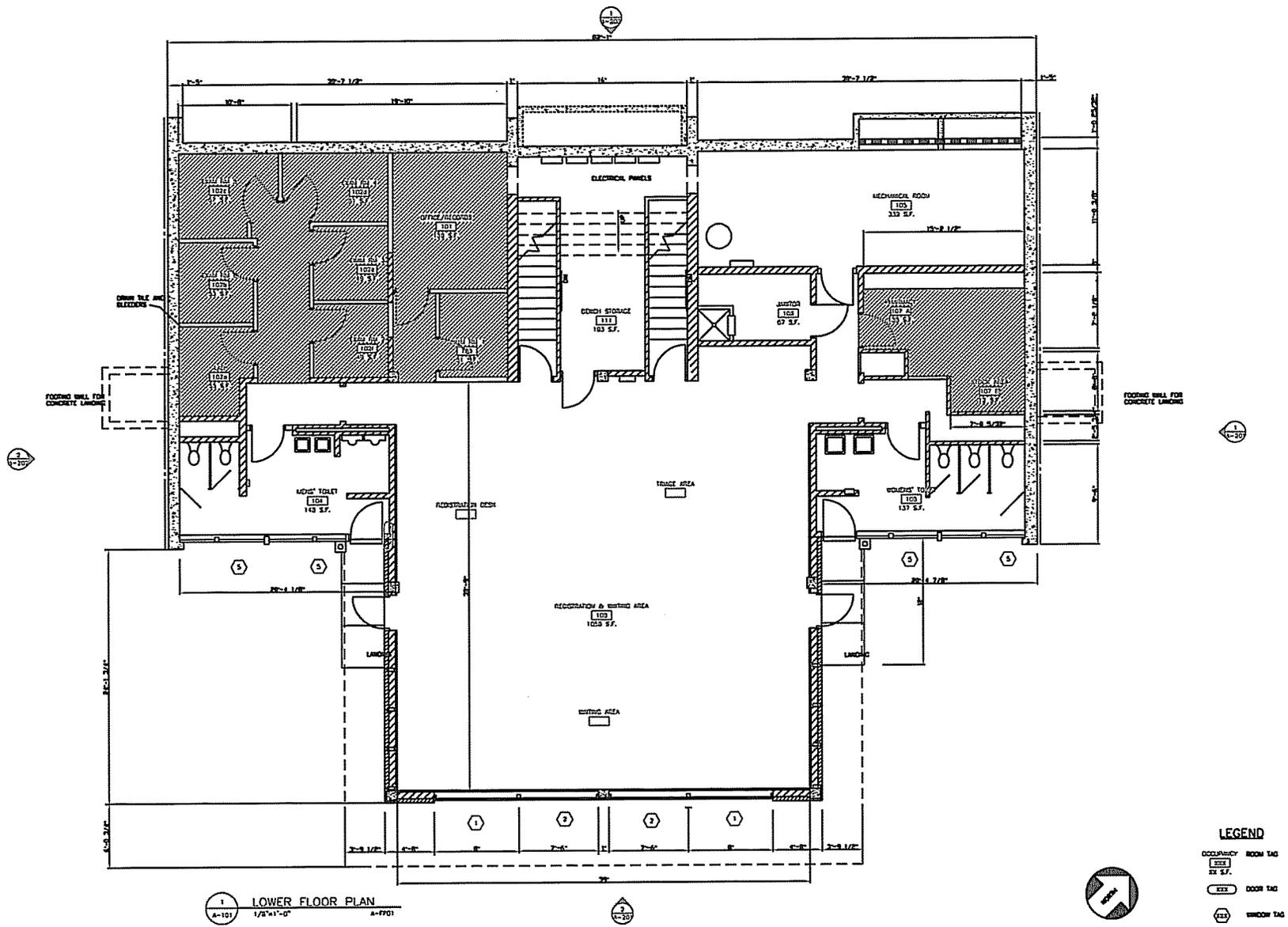
A long term occupancy of the Zablocki Park building by the Philippine Cultural and Civic Center Foundation would sustain and strengthen the park and surrounding area while bringing important programs to nearby residents, as well as the many members of the Filipino community.

The PCCCF is a well-established non-profit organization with a solid history of service to the people of the Milwaukee area, and an interest in expanding its programs in a permanent space. The PCCCF's members have the professional savvy and commitment needed to maintain a Philippine Center. The Zablocki Park Pavilion is an underutilized space with great potential. A partnership and agreement between the Milwaukee County Park System and the PCCCF would be a win-win for all involved.



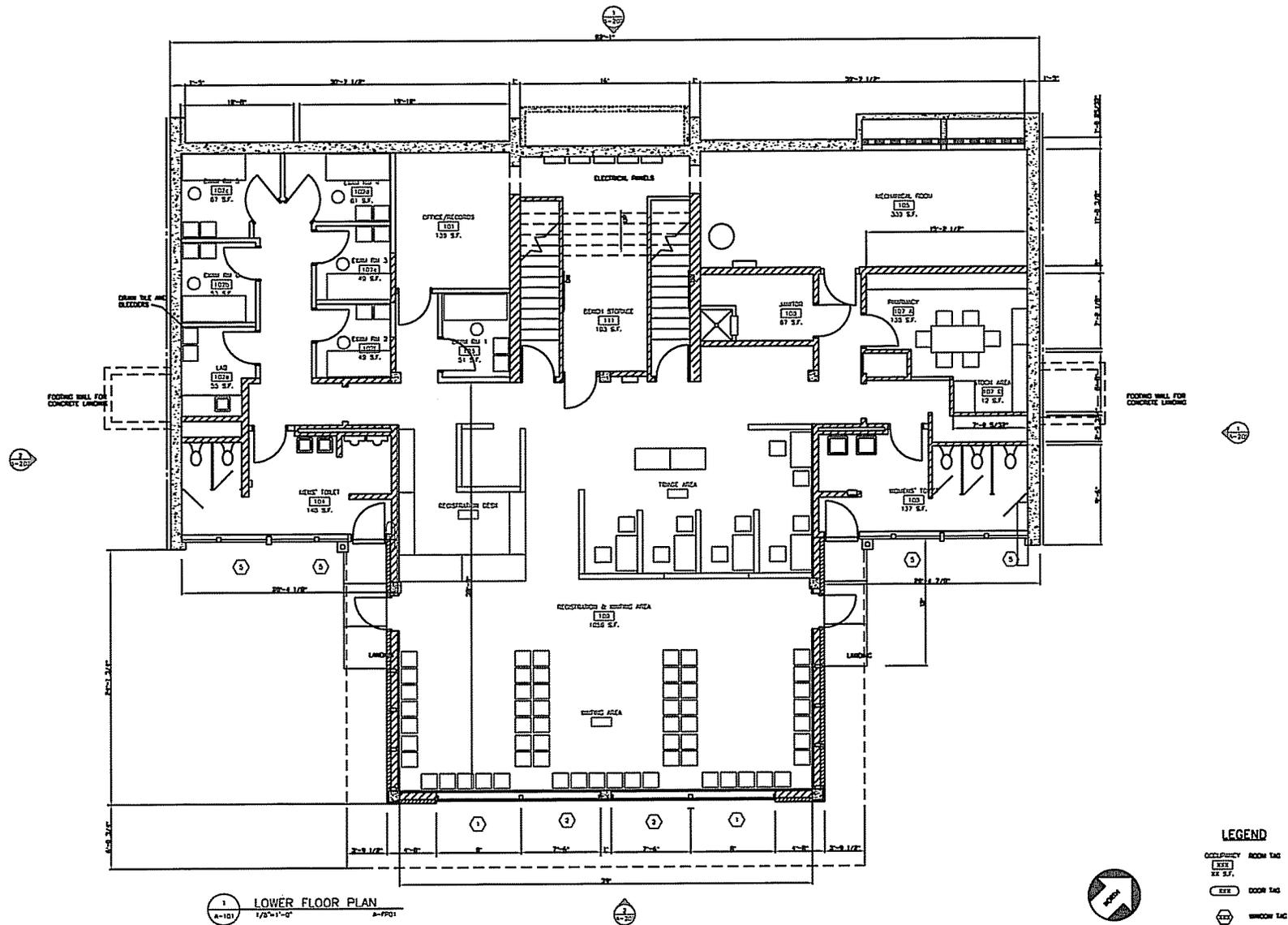
UPPER LEVEL
 BUILDING AREA
 4560 SF

RAMOS & ASSOCIATES
 5402 Mulberry Drive,
 Greendale WI, 53129
 Tel: (414) 704-4663



LOWER LEVEL
BUILDING AREA
4245 SF

RAMOS & ASSOCIATES
5402 Mulberry Drive,
Greendale WI, 53129
Tel: (414) 704-4663



LOWER LEVEL
BUILDING AREA
4245 SF

RAMOS & ASSOCIATES
5402 Mulberry Drive,
Greendale WI, 53129
Tel: (414) 704-4663

LEASED AREA (Upper Level)	
Room 201	550 SF
Room 205	526 SF
Room 203	101 SF
Total	1177 SF

BUILDING AREA	
Upper Level	4560 SF
Lower Level	4245 SF
Total	8805 SF

LEASED AREA	
Upper Level	1177 SF
Lower Level	2543 SF
Total	3720 SF

LEASED AREA (Lower Level)	
Exam Rooms	679 SF
Pharmacy	161 SF
Reg/Waiting	1703 SF
Total	2543 SF

Percentage of Use

$$3720/8805 = 42.2\%$$



EXHIBIT C

OUTLINE SPECIFICATIONS

Philippine Center at the Zablocki Park Pavilion

3717 W Howard Avenue, Greenfield WI

Scope of Work:

1. Exterior Work

Provide widened road access, handicapped and dedicated parking at the lower level for the Philippine Center Free Medical Clinic Area Use.

Repair and/or replace rotted wood sidings

Replace windows and rotted frames with an energy efficient window system

Replace glass entry doors with energy efficient door system

Touch up and paint exterior wood and concrete walls and metal doors

Provide new entrance canopy

Provide new Philippine Flag and pole beside existing US Flag pole

2. Upper Level

Repair and paint or replace existing common hallway ceiling

Touch up and paint walls and ceiling of main hall, toilets and common areas

New Air-conditioning Split System for the main hall and common areas

General clean-up

Retrofit Rooms 201 (Senior's and Computer Classroom) and 205 (Philippine Center Office and Reception)

Provide new lighting, electrical outlets as required

New Air- Conditioning Split System

New flooring – Commercial Grade Carpet with Vinyl Cove Base Board

Touch up and paint existing walls and ceilings

3. Lower Level

Repair/Touch Up/Paint Existing Hall and Toilets' walls and ceiling

Retrofit existing locker areas into the Exam Rooms Wing and the Pharmacy/Records Wing

Walls: 5" Painted Drywall on Metal studs

Ceiling: 24" x 48" vinyl acoustical board on ceiling grids

Floor: Commercial grade vinyl composition tiles

Base: Vinyl cove base

Doors: Solid Core Wood Doors and hardware per attached door schedule

Electrical: New 24" x 48" recessed fluorescent lighting

HVAC: Provide ductwork and use existing heating system and new air-conditioning system

General Clean-up

ZABLOCKI PAVILION
Philippine Center 2011

EXHIBIT C

Scope of Work	Required	2nd Phase	3rd Phase	Total
EXTERIOR WORK				
Widen Road Access, H/C & Designated Parking LL	\$ 18,000			
Repair and/or replace rotted sidings		\$ 2,100		
Replace windows and rotted frames w/ energy efficient window system			\$ 23,000	
Replace Glass Entry with Energy Efficient Doors			\$ 3,800	
Touch up and Repaint Exterior wood & concrete walls, and metal doors,		\$ 4,940		
Provide new entrance canopy			\$ 15,973	
Provide new Philippine Flag and Pole beside existing US Flag pole	\$ 1,800			
UPPER LEVEL				
Replace existing ceiling in the common hallway and lobby		\$ 2,076		
Touch up and paint walls & ceiling of main hall, toilets and common area		\$ 3,566		
New airconditioning for main hall and common areas		\$ 8,600		
General Clean up	\$ 1,100			
Retrofit Rooms 210 and 205	\$ 3,850			
New Flooring with vinyl base Rooms 210 and 205	\$ 4,548			
Touch up and paint walls & ceiling of Rooms 210 and 205	\$ 2,059			
New Restroom for Philippine Center Staff - Room 210			\$ 5,200	
LOWER LEVEL				
Repair/touch up/ paint existing hall and toilets	\$ 2,654			
Retrofit existing locker areas into Exam Rooms Wing and Pharmacy and Records Wing	\$ 23,682			
General Clean up	\$ 900			
PLUMBING				
Install sink in exam room (old shower area), cap plumbing and install new fixtures (UL and LL toilets)	\$ 5,300			
HVAC				
Ductless split air conditioning for lower open area	\$ 6,200			
HVAC for Exam Room and Pharmacy Wings and Upper Rooms 201 and 205	\$ 16,500			
ELECTRICAL				
Electrical work for Exam Room and Pharmacy Wings and Upper Rooms 201 and 205	\$ 25,000			
Total Estimated Cost	\$ 111,593	\$ 21,282	\$ 47,973	\$ 180,848

Additional Costs:

Environmental Test Fees: \$ 600.00
A/E Fees: \$ 12,853.00

Construction:

Mgt. Fees, Insurance, Contingency: \$ 16,336.00

DL PARSONS CONSTRUCTION INC
2525 N 53 STREET
MILWAUKEE, WI 53210
(414) 871-2404 Fax 871-5276

March 17, 2011

Ramos @ Associates
5402 Mulberry Dr
Greendale, WI 53129

EXHIBIT C

Dear Gerry

We thank you for considering our company for the remodeling work for the Philippine Center at the Zablocki Pavilion. We propose to perform the remodeling per your plans and the following breakdown.

1: EXTERIOR WORK:

Widen the road access, handicapped and dedicated parking at the lower level for the Philippine Center.	\$18,000
Repair and/or replace rotted siding and trim.	2,100
Replace windows and rotted frames with an energy efficient window system.	\$23,000
Replace glass entry doors with energy efficient door system.	3,800
Touch-up and repaint exterior wood and concrete walls and metal doors.	4,940
Provide new entrance canopy.	15,973
Provide new Philippine Flag and pole beside existing US Flag pole.	1,800

2: UPPER LEVEL

Replace existing ceiling in the common hallway.	2,076
Touch-up and paint walls & ceiling of main hall, toilets, & common area.	3,566
New air conditioning for main hall and common area.	8,600
General Clean Up	1,100

Retrofit Rooms 210 and 205.	3,850
New flooring with vinyl base.	4,548
Touch up and paint existing walls and ceiling	2,059
Construct restroom for employees	5,200

3: LOWER LEVEL

Repair/touch-up/paint existing hall and toilets.	2,654
Retrofit existing locker areas into the Exam Rooms Wing and the Pharmacy/Records Wing per plans.	23,682

General clean-up	900
Ductless split air conditioning for lower open area.	6200
Install sink in exam room, cap plumbing and install new fixtures.	5,300
4: HVAC for Exam Room and Pharmacy Wings and Upper rooms 201 and 205.	16,500
5: ELECTRICAL for Exam Room and Pharmacy Wings and Upper Rooms 201 and 205.	25,000

We would be happy to answer any questions you may have in regards to this proposal or to get together at your convenience.

Again, we thank you for considering our company and look forward to working with you on it.

Sincerely

Daniel Parsons, V.P.
DL Parsons Construction, Inc

Proudly serving Southeastern Wisconsin and the international community since 1987.

EXHIBIT D



A new leaf, the beginning..

PHILIPPINE CULTURAL AND CIVIC CENTER FOUNDATION, INC

535 N 27th St., Milwaukee, Wisconsin 53208

OFFICERS 2011

Chairperson

John D. Suson, M.D.

Vice-Chairperson

Juanito P. Singson, M.D.

Executive Director

Romulo Gerardo S.A. Ramos, AIA

Executive Secretary

B. Jocelyn Agoncillo-Ramos

Corresponding Secretary

Erlinda S.A. Ramos

Treasurer

Rebecca Toledo

Legal Counsel

Manuel Galang, Esq.

Roxanne Felizmeña-Suson, Esq.

Thomas J. McGinn, Esq.

Free Clinic Medical Director

Violeta A. Singson, M.D.

BOARD OF TRUSTEES

Regular Trustees

2009-2011

P. Emraida Kiram

Mila Lamerand

Roger Mendoza

Thomas Sipin

Jeremias Vinluan, M.D.

2010-2012

Maximo Cueto, Jr., M.D.

Jazmin Parcon-Sandoval, M.D.

Ruben Romero, M.D.

Juanito Singson, M.D.

Belinda Refuerzo-Tenorio

2011-2013

Evelyn Brown, Esq.

Sheila Plaga Jackson

Elieser B. Suson, M.D.

John D. Suson, M.D.

Oscar Toledo, M.D.

EX-OFFICIO TRUSTEES 2011

Christine Lamerand Sharp

*Filipino-American Association
of Wisconsin*

Soliven Bautista, M.D.

Philippine Medical Association of WI

Virginia Vinluan

PMA-W Auxiliary

P. Emraida Kiram

Rizal-MacArthur

Memorial Foundation

Gerardo Fronda, M.D.

University of Sto. Tomas

Alumni Association of Wisconsin

Marissa Periquet-Collins, M.D.

*University of the Philippines
Alumni Association of Wisconsin*

Zenaida Edralin

Philippine Nurses

Association of Wisconsin

Jaime Soriano

Filipino Catholic Ministry

Paul Clemente

All Nations Bible Church

Modesto Gonzales, Jr.

*Philippine Association of Madison
and Neighboring Areas*

Kokkeong Wong, PhD

St. Norbert's College - DePere WI

Honorary Trustees

Ester Azcueta, M.D.

Eufrocina C. Vasquez-Suson, M.D.

Norma C. Clemente

Richard Clemens

EXHIBIT E

The Philippine Cultural and Civic Center Foundation, Inc. By-Laws

[Amended January 3, 2002. Section 7.9 and Entire Article 8 Deleted.]

Article 1. Name

Section 1.1 The name of the corporation shall be the Philippine Cultural and Civic Center Foundation, Inc., hereinafter, referred to as the Foundation. **(Also known as the Center with a capital C; when spelled with a non-capitalized c it shall refer to the building or structure housing the Center). Foundation and Center with a capital C are interchangeable.)**

Article 2. Offices

Office: The principal office of the Center shall be at 3159 S. Superior St. Milwaukee, Wisconsin 53209. The Center may have such other offices within the State of Wisconsin as the Board of Trustees may designate.

Article 3. Purposes

Section 3.1 The purpose of the Center is to serve as a vehicle to raise funds and generate annual revenue in order to lease/purchase, build and maintain a permanent facility to house its projected activities. Also, the Center shall provide a facility in which members of the Filipino-American/American community may preserve the traditions, culture, customs and history of the Philippines. The Center shall apply all or any part of its income or principal each year, or in any separate year, appropriately, in a manner that the trustees shall deem suitable for the Center and which are consistent with the following exclusive purposes: Educational, Charitable, Religious, Literary or Scientific, as such exclusive purposes as defined and governed by the Provisions of section 501(c)(3) of the Federal Internal Revenue Code as amended from time to time.

Specific Purposes:

1. To provide a forum for Filipino-American/American social, cultural and civic community activities.
2. To promote the Filipino-American /American welfare through research and to apply the results and findings of such research to enhance the Filipino-American image in our community.
3. To provide a venue to write and publish works by Filipino-Americans in the community.

4. To collect Filipino books, magazines and periodicals to establish an extensive library and collection and, where possible, to share these resources with the Wisconsin community in cooperation with local libraries, museums, schools and civic organizations.
5. To create in our children an awareness of cultural differences and diversity and to value such differences in the enrichment of the community
6. To develop a strong and positive Filipino identification among the Filipino-American youth, and share this with other Asian and American youth through our involvement with other organizations composed of Asians and other Americans.
7. To serve as a repository of Philippine history, art, culture, heritage and tradition in the State of Wisconsin, making this center a show-case available to the community for research and sharing of its activities.
8. To offer to the poor and the uninsured in the community free medical clinics and other programs, through the valuable services of the Philippine Medical Association of Wisconsin and other medical organizations.
9. To pursue in a continuing fashion our community services which include feed the hungry and other charitable activities that need to be better organized and eventually reach a larger segment of the community.

Article 4. Trustees

Section 4.1 Classes of Trustees: The foundation shall have one or more classes of Trustees of which currently there shall be four (4), described as follows:

1. Regular Trustees: Initially, the Board of Regular Trustees shall be made up of the five (5) incorporators of the foundation, as amended. They shall elect a Chairperson, a Vice Chairperson and a Treasurer. The Chairperson shall then appoint an Executive Director, an Executive Secretary and a Legal Counsel(s) The Board shall then elect, in addition, ten (10) Regular Trustees to make a total of fifteen (15). The Regular Trustees shall, then, be numbered consecutively and the first five (5) shall serve (5) years, the second five (5) four (4) years and the third five (5) three (3) years. The purpose of this is to impart stability to the foundation in its first few years of existence.

Subsequently, however, the term of office of the Regular Trustees shall only be three (3) years.

2. Ex-officio Trustees: Ex-officio Trustees shall be the Presidents/Chair-Persons (or their delegates) of organizations which support the purposes and objectives of the Foundation and which are designated or removed as such by a simple majority vote of the Regular Trustees. These organizations, presently, include the following: 1) Filipino American Association of Wisconsin, 2) Philippine Medical Association of Wisconsin, 3) Philippine Medical Association of Wisconsin Auxiliary, 4) Jose Rizal-Douglas MacArthur Memorial Foundation, 5) University of the Philippines Alumni Association of Wisconsin, 6) University of Santo Tomas Alumni Association of Wisconsin 7) Filipino American Seniors Association of Wisconsin, 8) Philippine Association of Madison and Neighboring Areas, 9) Philippine American Cultural Foundation (of Illinois) and 10.) St. Norbert's College, 11) Filipino Catholic Ministry, Milwaukee (added in 2003).
3. Special Trustees: Special Trustees shall be those Trustees who have served the Foundation over a period of years in a substantial capacity but for whom regular attendance at the meeting of the Board of Trustees is or might become a burden or is not possible.
4. Honorary Trustees: Honorary Trustees shall be those persons whose accomplishments in the fields of cultural, civic, charitable, educational, scientific, medical or literary endeavor are important to the goals and purposes of the Foundation and whose standings in their communities or professions are such that their designation as Honorary Trustees will further foster the goals and purposes of the Foundation. Their election to this position shall require a simple majority of the votes of the Regular Trustees.

Section 4.2 Term of Office: The term of office of the Regular Trustees shall be as described and modified in these by-laws under Section 4.1 (no.1. Regular Trustees). There shall be no fixed term for Honorary and for Special Trustees. Special Trustees shall serve at the discretion of the Board.

Section 4.3. General Powers and Responsibility: The Board of Trustees shall have the responsibility and entire management authority over the activities and administration of assets of the Foundation. The Board of Trustees shall have the power to take any action it deems in the best interest of the Foundation, so long as that action is not contrary to law, the Articles of Incorporation, by-laws or resolution adopted by the Board of Trustees.

Section 4.4 Resignation or Removal of Trustee: Unless otherwise specified by the by-laws, any officer or Trustee may resign from his/her position at any time by giving written notice to the Chairperson or the Secretary of the Board of Regular Trustees. And unless otherwise specified therein, the acceptance of such resignation shall not be necessary to make it effective. Any officer or Trustee may be removed, with or without cause, by the Board of Trustees whenever in its judgment the best interests of the Center will best be served, thereby. But such removal shall be without prejudice to the contract rights, if any, of the person so removed. Election or appointment of an officer shall not in itself create contract rights. A two third majority vote of the Regular Trustees shall be required to effect the removal of an Officer or a Trustee.

Section 4.5 Vacancies: A vacancy in any office or Trusteeship because of death, resignation, removal, disqualification, or otherwise, in which the remaining portion of the term exceeds sixty (60) days, may be filled by the Board of Trustees at anytime following notice of vacancy by election from among persons who meet the qualifications to serve as a Trustee or officer as the case may be. At its discretion, the Board of Trustees may elect a person to fill an un-expired term of less than sixty (60) days. The person elected to the vacant position shall serve the remaining un-expired portion of the term of his or her predecessor and shall so serve until a qualified successor is duly elected.

Article 5. Officers

Section 5.1 Elected Officers: The Regular Trustees and the Ex-officio Trustees shall elect from among the Regular Trustees a Chairperson, a Vice-Chairperson and a Treasurer.

Section 5.2 Appointed Officers: The Chairperson, subject to the approval of the Regular Trustees, shall appoint an Executive Director, an Executive Secretary, a Corresponding Secretary and a Legal Counsel(s). These officers may, or may not be, Regular Trustees.

Section 5.3 Any two of the above offices may be held by the same person except for Those holding the offices of Chairperson and Executive Secretary.

Section 5.4 Term of Office: The term of office of all officers shall be one year.

Section 5.5 Compensation and Reimbursement: Officers shall receive no compensation; however, officers may receive reimbursement for expenses agreed to by the Regular Trustees. Expenses incurred in the course of

running the activities of the Center and authorized by the Regular Trustees shall be submitted to the treasurer for reimbursement.

Section 5.6 Duties of Officers:

1. Chairperson: The Chairperson shall preside over all meetings of the Board of Trustees. In his absence the next senior elected official shall assume this duty – in descending order: the Vice-Chairperson, then, the Treasurer.. In the absence of the two aforementioned officers, a presiding officer shall be elected by a simple majority of the trustees present. The Chairperson shall also serve as the chief executive officer of the Center and be responsible for its day-to-day affairs, as well as coordinate the activities of the other elected and appointed officials – he may delegate some, or all, of this responsibility to an Executive Director that he shall appoint.
2. Vice-Chairperson: The Vice-Chairperson shall assume the duties of the Chairperson should he be absent, unable to serve or should that office become vacant. In addition, the Vice-Chairperson shall perform such other duties as the Chairperson and/or Board of Trustees may assign.
3. Treasurer: The Treasurer shall maintain financial accounts and records of the Center and shall regularly sign all checks. The signature of the Chairperson shall be required on amounts greater than one thousand dollars (\$1,000). The Treasurer shall prepare an annual financial statement. He shall be an ex-officio member of the Finance and Audit Committee.
4. Executive Director: The Executive Director shall be appointed by the Chairperson and perform the duties of Chief Executive Officer responsible for the Center's day to day operations and other functions delegated to him by the Chairperson.
5. Executive Secretary: The Executive Secretary shall be appointed by the Chairperson and shall maintain official records of the Foundation except for records of financial accounts. He or she shall record the minutes of the Board of Trustees meetings and publish and distribute them as required. He or she shall send out meeting notices and shall keep records of members to include their names, telephone numbers, addresses, fax numbers and e-mail addresses. Certain aspects of these functions may be assigned or delegated to an assistant designated by her.

6. Legal Counsel: The Legal Counsel shall be appointed by the Chairperson, subject to the approval of the Regular Trustees, to provide legal advice, maintain updates on Foundation laws, rules and regulations and perform such functions as is necessary to ensure that the Foundation is operating within the boundaries of the law set by the State of Wisconsin and the Federal Government. He shall dispose of his functions in conjunction with the Legislative Committee.

Section 5.7 Election of Trustees and Officers: At the annual meeting each year, the Board of Trustees, or the nominating committee on its behalf, shall submit a slate of at least one nominee for each position to be filled. Additional nominations shall be allowed from the floor, but floor nominations shall not be accepted unless the nominee agrees to serve, and offers evidence of qualification for the position. No person on a ballot shall be elected unless he or she shall have received a number of votes equal to or greater than the majority of votes cast. Votes may not be cumulated for one nominee in cases where two or more positions are to be filled on one ballot. Run-off votes, in which the nominee with the fewest votes on the previous ballot shall be dropped, shall be taken until a majority has been achieved for each position to be filled. In the case of a tie vote, the nominees may mutually agree to decide the election by a method of chance, provided there is no objection from any other person entitled to vote. The method of voting shall be at the discretion of the presiding officer unless the members, by a simple majority vote, shall require a different particular method.

Article 6. Indemnification of Trustees and Officers

Section 6.1 Each Trustee and officer, whether or not then in office, shall be indemnified by the corporation against all costs and expenses reasonably incurred by or imposed upon him or her in connection with or arising out of any action, suit, or proceeding in which he or she may be involved by reason of his or her being or having been a trustee or officer of the corporation. Such expenses include the cost of reasonable settlement, other than amounts paid to the corporation itself, made with a view to curtailment of the cost of litigation. The corporation shall not, however, indemnify any trustee or officer with respect to matters as to which he shall be finally adjudged in any such action, suit, or proceeding, to have been derelict in the performance of his duty as such trustee or officer, nor in respect to any matter on which any settlement or compromise is affected, if affected, if the total expense, including the cost of the settlement, shall substantially exceed the expense which might reasonably be incurred by such trustee or officer in conducting such litigation to a final conclusion. The foregoing right of indemnification shall not be conclusive of other rights to which any trustee or officer may be entitled as a matter of law.

Article 7. Meetings

- Section 7.1 Place of meetings: Meetings shall be held at the principal office of the Center, or at such other places as may be designated by the Board of Trustees from time to time.
- Section 7.2 Annual Meeting: The Regular Trustees shall determine a time and place for four (4) meetings annually.
- Section 7.3 Special Meetings: Upon request by at least four (4) members of the Board of Trustees, specifying the reasons for a meeting, a special time and place shall be set to convene such meeting. If possible, notification by mail shall be made, otherwise, this may be accomplished by telephone, fax or e-mail.
- Section 7.4 Notice of Meetings: Notice of the time and place of the annual meetings shall be served at least fourteen days prior to such meeting. For special meetings the importance and urgency of such meeting shall determine the date and the method of notification to be used, at the discretion of the Chairperson.
- Section 7.5 Quorum: A quorum for the transaction of business at any meeting of the Trustees shall consist of any number greater than fifty percent (50%) of the Regular Trustees and of any Special trustees or Ex-officio Trustees who are present and participating in the meeting. Special Trustees or Ex-officio Trustees who are not present and participating in the meeting shall not be counted in determining a quorum. Honorary Trustees shall not be counted in determining whether or not there is a quorum present and participating in the meeting. Such quorum shall, by simple majority vote, transact any business which may be properly brought before the meeting.
- Section 7.6 Voting Rights: Regular Trustees and Ex-officio Trustees shall each have one vote in respect to matters where a vote of the Trustees is required or is permitted under these by-laws, the Articles of Incorporation, or the Wisconsin Non-Stock Corporation Law. Any Special Trustee shall have the right to one vote on any matter other than the election of Trustees taken up at a meeting which any such Special Trustee is present and participating. Honorary Trustees shall have no voting rights not expressly granted by Wisconsin Statutes, the Articles of Incorporation or these by-laws.
- Section 7.7 Presiding Officer: The presiding officer at a meeting of the Foundation shall be the Chairperson, or, in his absence the next senior elected official

present - in descending order: the Vice-Chairperson, then, the Treasurer. In their absence, a presiding officer shall be elected by a simple majority of the members present.

Section 7.8 Business: A properly convened meeting of Trustees, may take up any proper business of the Foundation. However, no final vote may be taken to change the Articles of Incorporation, to dissolve the Foundation, to remove from office any officer or Trustee, unless that matter shall have been specifically included in the official notice for the meeting. The order of business of the annual meeting shall be as follows:

1. Calling the roll;
2. Proof of due notice of meeting, or unanimous waiver;
3. Reading and disposal of any unapproved minutes;
4. Annual reports of officers and committees including financial report;
5. Unfinished business;
6. New business;
7. Election of Trustees (generally at annual meeting);
8. Election of officers;
9. Adjournment.

Section 7.9 Votes Required to Decide Certain Specific Issues: A two-thirds (2/3) majority of votes cast shall be required to revoke the memberships of a Trustee, to remove any officer from office, or to dissolve the Foundation. All other questions shall be decided by a simple majority unless a greater majority shall be required on procedural matters in accordance with usual parliamentary rules, state statutes, Articles of Incorporation or these by-laws.

Section 7.10 Informal Action without a Meeting: Any action required or permitted by the Article of Incorporation or By-laws or any provision of law to be taken by the Board of Trustees at a meeting or by resolution may be taken without a meeting if a consent in writing, setting forth the action so taken, is signed by all of the Regular Trustees then in office.

Section 7.11 Presumption of Assent: A trustee of the Foundation who is present at a meeting of the Board of Trustees, or a committee thereof, at which action on any corporate matter is taken shall be presumed to have assented to the action taken unless his or her dissent shall have been entered in the minutes of the meeting or unless he shall file his written dissent to such action with the person acting as the secretary of the meeting before the adjournment thereof or, shall forward such dissent by registered or

certified mail to the Executive Secretary of the Foundation immediately after the adjournment of the meeting. Such right to dissent shall not apply to a trustee who voted in favor of a proposal or a resolution..

Section 7.12 Open Meetings: Board of Trustees meetings shall be open to the general public except when it is dealing with the removal of a trustee or an officer. In addition, the Board of Trustees may declare a meeting closed by a simple majority vote.

Section 7.13 Closed Meetings: Meetings of temporary committees (ad hoc committees) shall be closed to all officers, trustees and members of other committees except for those specifically invited to be present.

Section 7.14 Required Attendance: All Regular Trustees shall attend all meetings of the Board unless properly excused by notification of the Chairperson, the Executive Secretary or any member of the Board of Regular Trustees prior to the meeting. The office of any Regular Trustee who is absent without excuse for three (3) consecutive meetings shall be declared vacant.

Sections 7.15 Rules of Order; Roberts Rules of Order in its current revised edition shall be in force at all meetings of the Board of Trustees and the standing and temporary committees thereof, unless required otherwise by Wisconsin statutes, the Articles of Incorporation and these by-laws.

Article 8 Committees

Section 8.1 Standing Committees: The Chairperson of the Board of Regular Trustees shall appoint the following standing committees, with their respective chairpersons, subject to their approval by the Regular Trustees:

1. Finance and Audit Committee: The chair and the members of this committee may or may not be Regular Trustees. However, the Vice-Chairperson of the Board and the Treasurer shall be ex-officio members and one, or both of them, shall be present in all its meetings and deliberations.
2. Legislative Committee: A Regular Trustee shall serve as chair of this committee. Additional members need not be Regular Trustees.
3. Nominations Committee: A Regular Trustee shall serve as chair of this committee. Additional members need not be Regular Trustees.
4. Fund-Raising Committee: The chair and the other members of this committee may be, or may not be, Regular Trustees.

5. Committee on On-going Activities at the Center. The chair and other members of this committee may be, or may not be, Regular Trustees.
6. Long-range Planning Committee: The chair and other members of this committee may be, or may not be, Regular Trustees.
7. Other committees may be established in the future at the recommendation of the Board of Trustees, as the need arises and as the capabilities of the Center increases.

Section 8.2 Duties and Authority of the Standing Committees:

1. The Finance and Audit Committee shall: a) prepare an annual budget for approval by the Board of Trustees; b) annually audit or provide for an audit of the financial accounts of the Foundation; and, c) periodically review its budgetary status.
2. The Legislative Committee shall keep current on the actions of the Legislature and government agencies on matters relevant and of interest to the Foundation. The committee shall, then, make recommendations to the Board of Trustees concerning the necessary action to be taken in order to maintain the Center as an effective corporation and in keeping with its status as a tax-exempt organization under Federal Internal Revenue Code 501 (c) 3. The committee shall function in conjunction with Legal Counsel(s)
3. The Nominations Committee shall prepare a slate of nominees to fill all vacant or expiring positions. Each slate shall be presented to the Board of Trustees for immediate action, or, in the case of normally expiring terms of office of officers and trustees, for action during the annual meeting of the Board of Trustees.
4. The Fund-Raising Committee, as the name implies, shall raise funds for two main purposes: a) to make it possible to carry on the daily activities at the center (**Operating Fund**), and , b) to provide financial resources to, ultimately, build the center at a site to be determined by the Board of Trustees (**Building Fund**).
5. The Committee on on-going and Planned Activities at the center shall be responsible for arranging and scheduling of activities at the center in all their facets. The committee shall, also, oversee the activities in order to ensure that they can be carried out properly and effectively.
6. The Long Range Planning Committee shall be responsible for planning the nature of the Center with specific emphasis, at this time,

on determining the location and creating the design of a building to be constructed at a site that will eventually house our activities in the future.

Section 8.3 Temporary (Ad Hoc) Committees: The Chairperson may appoint such temporary committees as he or she or the Board of Trustees may deem necessary.

Article 9 Fiscal Year – Finances

Section 9.1 Fiscal Year: The fiscal year of the Foundation shall start on April 1st and end on March 31st of the following year.

Section 9.2 Audit: The Foundation's financial accounts shall be audited annually, within Sixty (60) days following the end of the fiscal year, under the direction of the Finance and Audit Committee. A report of the audit shall be submitted to the Board during its meeting immediately following the completion of the audit.

Section 9.3 Annual Budget: Upon recommendation of the Finance and Audit Committee, the Board of Trustees shall adopt a budget for each fiscal year, not later than sixty (60) days after the beginning of that fiscal year.

Section 9.4 Annual Financial Report: The Treasurer shall prepare an annual financial report for the fiscal year. That report shall be submitted to the Board during the annual meeting.

Section 9.5 Contracts: The Trustees may authorize any officer or officers, agent or agents, to enter into any contract or execute and deliver any instrument in the name of and on behalf of the Foundation, and such authorization may be general or confined to specific instances.

Section 9.6 Loans: No loans shall be contracted on behalf of the Foundation and no evidence of indebtedness shall be issued in its name unless authorized by or under the authority of a resolution of the Board of Trustees.

Section 9.7 Checks, Drafts, Etc.: All checks, drafts or other orders for the payment of money, notes, or other evidences of indebtedness issued in the name of the Foundation shall be signed by such officer or officers, agent or agents designated by the Foundation, and in such manner as shall from time to time be determined by or under authority of a resolution of the Board of Trustees.

Section 9.8 Deposits: All funds of the Foundation not otherwise in use shall be deposited from time to time to the credit of the Foundation in such banks,

trust companies, or other depositories, as may be selected by or under the authority of the Board of Trustees.

Section 9.9: Investment of Funds: Funds not needed for current use of the Foundation shall be invested in interest-bearing accounts or securities providing the best available return on investment at or through a financial institution authorized by the Board of Trustees. No investment commitment with a term in excess of one year shall be made without the express authority of the Board of Trustees.

Article 10 Miscellaneous Provisions

Section 10.1 Limitation of Activities: No substantial part of the activities of the Center shall be devoted to propaganda, or otherwise attempt to influence legislation, and the Center shall not participate or intervene in any political campaign on behalf of, or in opposition to, a candidate for public office.

- 1.) Notwithstanding any provision in these by-laws, the Center shall not carry on activities not permitted for organizations exempt from Federal income tax under Section 501(c)(3) of the Federal Internal Revenue Code, or for organizations, contributions to which are deductible under Section 170(c)(2) of the Federal Internal Revenue Code.

Section 10.2 Prohibition Against Private Inurement: No part of the net earnings of the Center shall inure to the benefit of, or be distributed to its members, trustees, officers, advisors or other, except that the Center shall be authorized and empowered to pay reasonable compensation for services rendered and to make payments and distributions in furtherance of the purposes of the Center.

Section 10.3 Distribution of Assets: Upon the dissolution of the Center, its assets remaining after payment, or provision of payment, of all debts and liabilities of the Center, shall be distributed to one or more organizations or foundations whose exempt purposes fall within the meaning of Section 501(c)(3) of the Federal Internal Revenue Code, or shall be distributed to the Federal, state or local government for a public purpose. Such distribution shall be made in accordance with all applicable provisions of the laws of this state.

Assets on loan to the Center shall be returned to the estate of the loaner prior to dissolution of the Center.

Article 11 Amendments

Section 11.1 Amendments: The Board of Trustees of the corporation is expressly authorized to make by-laws of the corporation and, from time to time, alter or repeal by-laws so made. The Board of Trustees can act in this manner if a simple majority of the votes of the Trustees is realized, provided that a quorum is present and that notice of such proposed amendment shall have been given to the Trustees prior to such meetings.

EXHIBIT F

INTERNAL REVENUE SERVICE
P. O. BOX 2508
CINCINNATI, OH 45201

DEPARTMENT OF THE TREASURY

Date: 3/18/99 33001

PHILLIPINE CULTURAL & CIVIC
FOUNDATION
C/O JOSE A YAMAT JR
104 E MASON ST STE 106
MILWAUKEE, WI 53202

Employer Identification Number:
39-1963082
DLN:
310003326
Contact Person:
MR CARL MEDLEY IDH 52406
Contact Telephone Number:
(877) 829-5500
Accounting Period Ending:
December 31
Foundation Status Classification:
509(a)(1)
Advance Ruling Period Begins:
March 18, 1999
Advance Ruling Period Ends:
December 31, 2003
Addendum Applies:
No

Dear Applicant:

Based on information you supplied, and assuming your operations will be as stated in your application for recognition of exemption, we have determined you are exempt from federal income tax under section 501(a) of the Internal Revenue Code as an organization described in section 501(c)(3).

Because you are a newly created organization, we are not now making a final determination of your foundation status under section 509(a) of the Code. However, we have determined that you can reasonably expect to be a publicly supported organization described in sections 509(a)(1) and 170(b)(1)(A)(vi).

Accordingly, during an advance ruling period you will be treated as a publicly supported organization, and not as a private foundation. This advance ruling period begins and ends on the dates shown above.

Within 90 days after the end of your advance ruling period, you must send us the information needed to determine whether you have met the requirements of the applicable support test during the advance ruling period. If you establish that you have been a publicly supported organization, we will classify you as a section 509(a)(1) or 509(a)(2) organization as long as you continue to meet the requirements of the applicable support test. If you do not meet the public support requirements during the advance ruling period, we will classify you as a private foundation for future periods. Also, if we classify you as a private foundation, we will treat you as a private foundation from your beginning date for purposes of section 507(d) and 4940.

Grantors and contributors may rely on our determination that you are not a private foundation until 90 days after the end of your advance ruling period. If you send us the required information within the 90 days, grantors and contributors may continue to rely on the advance determination until we make a final determination of your foundation status.

Substitute

CHRIS ABELE, MILWAUKEE COUNTY EXECUTIVE
SUE BLACK, DIRECTOR OF PARKS, RECREATION AND CULTURE

Date: July 5, 2011
To: Chairman Lee Holloway, Milwaukee County Board of Supervisors
From: Sue Black, Director, Department of Parks, Recreation and Culture
Subject: **Request to Enter into a Long-Term Lease with the Philippine Cultural and Civic Center Foundation, Inc. for the Lease of Certain Portions of the Zablocki Park Pavilion – ACTION**

POLICY

The Department of Parks, Recreation and Culture (DPRC) respectfully requests authorization to enter into a long-term agreement with the Philippine Cultural and Civic Center Foundation, Inc. (PCCCF) for the lease of certain portions of the Zablocki Park Pavilion, located at 3717 W. Howard Ave., to house its administrative and cultural programming activities.

BACKGROUND

[This item was referred back to the Parks, Energy and Environment Committee at June's Milwaukee County Board meeting so that the committee could hear the Department of Administrative Service's Due Diligence report]

DPRC received a request from PCCCF, a not-for profit 501(c)3 organization, to lease certain portions of the Zablocki Park Pavilion to house its administrative and cultural programming activities.

The Zablocki Park Pavilion has been underutilized for a number of years and the building needs a considerable amount of maintenance and renovation, which PCCCF agrees to provide at no cost to the County. PCCCF is proposing to spend approximately \$200,000 to renovate the building. Of note is the fact that PCCCF's renovations will encompass the entire building, even though PCCCF is planning to occupy just 3,720 sq. ft. of the total 8,805 sq. ft. The capital improvements to be undertaken include, but are not limited to, expanding upon the newly installed HVAC system, updating the electrical, installing new energy efficient windows throughout, replacing portions of the ceiling, installing new air conditioning for the main hall and common areas, and providing the facility with a new entrance canopy.

DPRC and PCCCF believe that PCCCF's long term occupancy of the Zablocki Park Pavilion will sustain and strengthen the park and surrounding area while bringing important programs to the

nearby residents. PCCCF's programming is open to everyone, regardless of race, gender, age, religion, employment and immigration status, and includes, Computer Classes, Filipino Languages Classes, Dance Classes – Filipino Ballroom, Filipino Cooking Classes, Cultural Exhibits, Lectures/Seminars, and Exercise Programs. PCCCF also operates a Free Medical Clinic two Saturday mornings a month, offering basic medical treatment, exams, screenings, and routine immunizations for those who would otherwise not be able to afford care – the uninsured and the underinsured. Free over-the-counter medications would be available for patients during clinic hours, dispensed from a secured Pharmacy located within the pavilion. Because Zablocki Park lies in a centrally located neighborhood serviced by the Milwaukee County Transit System, PCCCF anticipates that it will immediately be able to expand its programming to offer a greater array services which would otherwise be difficult or too costly for some people to obtain.

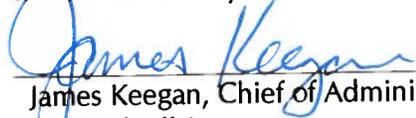
To date, PCCCF met with DPRC Staff on several occasions to tour the facility and discuss our mutual interests. PCCCF has also submitted to DPRC and the Department of Administrative Services (DAS) its due diligence packet for County review (please see the attached submittal).

RECOMMENDATION

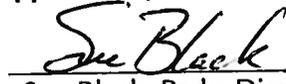
The Parks Director respectfully recommends that DPRC be authorized to enter into a long-term agreement with the Philippine Cultural and Civic Center Foundation, Inc. for the lease of certain portions of the Zablocki Park Pavilion.

Prepared by: Paul Kuglitsch, Contract Services Officer

Recommended by:


James Keegan, Chief of Administration and
External Affairs

Approved by:


Sue Black, Parks Director

Attachment: Lease Agreement

Cc: County Executive Chris Abele
George Aldrich, Chief of Staff, County Executive's Office
Terrence Cooley, Chief of Staff, County Board
Supv. Gerry Broderick, Chairman, Parks, Energy & Environment Committee
Supv. Jason Haas, Vice-Chair, Parks, Energy & Environment Committee
Sarah Jankowski, Fiscal Mgt. Analyst, Admin & Fiscal Affairs/DAS
Linda Durham, Parks, Energy & Environment Committee Clerk
Glenn Bultman, Research Analyst, County Board

MILWAUKEE COUNTY FISCAL NOTE FORM

DATE: July 5, 2011

Original Fiscal Note

Substitute Fiscal Note

SUBJECT: Long-Term Agreement with the Philippine Cultural and Civic Center Foundation, Inc. for the Lease of Certain Portions of the Zablocki Park Pavilion.

FISCAL EFFECT:

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

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

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

DESCRIPTION OF FISCAL EFFECT

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

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

A. Request to enter into a long-term agreement with the Philippine Cultural and Civic Center Foundation, Inc. (PCCCF) for the lease of certain portions of the Zablocki Park Pavilion.

B. PCCCF will provide a minimum \$200,000 in contribution value during the initial term of the agreement to renovate and improve the pavilion at no cost to the County, as well as pay for all utilities associated with its tenancy.

C. No Impact.

D. None

Department/Prepared By Paul Kuglitsch, Contract Services Officer

Authorized Signature _____

Did DAS-Fiscal Staff Review? Yes No X

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

1
2
3
4
5
6
7
8
9
10
11
12
13
14
15
16
17
18
19
20
21
22
23
24
25
26
27
28
29
30
31
32
33
34
35
36

(ITEM NO.) From the Director, Department of Parks, Recreation and Culture (DPRC), requesting authorization to enter into a long-term agreement with the Philippine Cultural and Civic Center Foundation, Inc. (PCCCCF) for the lease of certain portions of the Zablocki Park Pavilion to house its administrative and cultural programming activities, by recommending adoption of the following:

A RESOLUTION

WHEREAS, DPRC has received a request from PCCCCF, a not-for-profit 501(c)3 organization, to lease certain portions of the Zablocki Park Pavilion to house its administrative and cultural programming activities; and

WHEREAS, the Zablocki Park Pavilion has been underutilized for a number of years and requires a considerable amount of renovation, which PCCCCF agrees to provide at no cost to the County; and

WHEREAS, the terms of the lease provide for an initial fifteen-year lease period with an option to renew for each of two (2) additional ten-year periods; and

WHEREAS, the lease also provides for a minimum of \$200,000 in contribution value from PCCCCF during the initial lease term to renovate and improve the pavilion, and requires PCCCCF to pay all utilities associated with its tenancy; and

WHEREAS, DPRC will not only be able to use the pavilion in its current capacity to generate rental income, but the department expects that with the introduction of a long-term tenant willing to make necessary improvements, rentals will increase generating greater revenues; now, therefore,

BE IT RESOLVED, that the Director of the Department of Parks, Recreation and Culture is hereby authorized to enter into a long-term agreement with the Philippine Cultural and Civic Center Foundation, Inc. for the lease of certain portions of the Zablocki Park Pavilion.

LEASE AGREEMENT
BETWEEN
MILWAUKEE COUNTY DEPARTMENT OF PARKS, RECREATION AND CULTURE
AND
PHILIPPINE CULTURAL AND CIVIC CENTER FOUNDATION, INC.

This Lease Agreement ("Lease") is made and entered into effective _____ 2011, by and between the MILWAUKEE COUNTY DEPARTMENT OF PARKS, RECREATION AND CULTURE (the "County" or "Landlord") and the PHILIPPINE CULTURAL AND CIVIC CENTER FOUNDATION, INC. ("Tenant"), 535 N. 27th Street, Milwaukee, WI 53208, as represented by: Romulo Gerardo S.A. Ramos, (414) 345-3000. Referenced together, the Landlord and the Tenant are "Parties" to this Lease.

WITNESSETH:

WHEREAS, the Tenant is a 501(c)(3) not-for-profit privately funded organization, which exists to construct or renovate a building to accommodate activities of the Milwaukee Filipino community and to provide services of a civic nature; and

WHEREAS, the Tenant wishes to enter into a multiple-year lease arrangement with the Landlord for the use of certain portions of the pavilion within Zablocki Park at 3717 W. Howard Avenue in Milwaukee, Wisconsin, to house its current and future administrative and programming needs; and

WHEREAS, recognizing that the development of a multiple-year lease for the use of certain portions of the Zablocki Park Pavilion is advantageous to both agencies, the Parties do herewith, in consideration of mutual promises and other good and valuable consideration, agree as follows:

1. BUILDING AND PREMISES:

Tenant shall lease a portion of the building commonly known as the Zablocki Park Pavilion ("Building") located at 3717 W. Howard Avenue in Milwaukee, Wisconsin and agreed upon adjacent areas ("Leased Premises"). The Leased Premises shall be Rooms 201, 203 and 205 at the upper level and the entire lower level excluding the mechanical room, electrical room, janitor's room, stairwell, bench storage, and the public men's and women's restroom, please see Exhibit A. Tenant shall be allowed the use of the common areas and public restrooms at the upper and lower level of the building.

2. TERM:

(a) Fifteen (15) year lease term commencing on August 1, 2011 ("Term Commencement Date" or "Initial Term"). Tenant shall have the option to extend the term of the Lease for two (2) additional consecutive ten (10) year periods (each an "Extended Term"). Such option shall be exercised by written notice to Landlord given at least three (3) months prior to the expiration of the Initial Term or the applicable Extended Term provided however that Tenant (i) is using the Leased Premises only for the Permitted Use set forth in Section 5 and for no other purposes; and (ii) has complied with Section 6.1 herein contained before the end of fifth (5th) year after the Term Commencement Date.

(b) While it is agreed upon at this time that the renewal option may be exercised under the same terms and conditions that exist at the time the renewal option is exercised for the then-current term, the Parties hereto agree that a predication of the future over the next thirty five (35) years is

impossible. Therefore, in the spirit of cooperation, and taking into consideration the use, occupancy and demographics in place at the time each renewal option may be exercised, the Parties agree that further negotiation regarding the terms and conditions, including rent, may be appropriate at the time each renewal is exercised by Tenant.

3. RENT:

(a) In lieu of rental payments, Tenant shall reimburse Landlord the actual cost of the electrical and gas utilities servicing the Leased Premises, which shall be separately metered from within the Building and separated from Zablocki Park. Utility reimbursement payments shall be made within thirty (30) days after the date of invoice. Landlord shall pay all water and sewer charges at no cost to the Tenant.

(b) The first five (5) months utilities will be paid by the Landlord. Tenant shall reimburse County for those utility charges above the normal average incurred by County on account of Tenant's construction activities. Thereafter, Landlord shall send monthly invoices including detailed statements to Tenant for reimbursement.

4. CONDITION OF THE LEASED PREMISES:

Landlord makes no representation or warranty that as of the Term Commencement Date, all parts of the Leased Premises, including structural elements of the foundation of the Building, roof, exterior walls, plumbing, electrical and other mechanical systems: (a) meet and comply with all federal, state, and local laws, ordinances and regulations; and are (b) in workable and sanitary order and state of repair at the time of delivery to Tenant. Tenant may, at Tenant's sole cost, hire a licensed building inspector to determine whether the premises are structurally sound prior to signing of Lease. Tenant acknowledges that it has been made aware by Landlord that the Leased Premises are hereby leased on an "as-is" basis and may or may not prove to be suitable for all purposes contemplated by Tenant, either now or in the future. Tenant further acknowledges that it has freely inspected the Leased Premises and is aware of its general overall condition.

5. PERMITTED USE OF THE PREMISES:

Tenant shall have exclusive use of the Leased Premises for only those activities directly related to its programming and administrative needs as defined in Paragraph 5.1. No other activities may be conducted on the Leased Premises without the written approval of the Parks Director. No political activities may be conducted upon the Leased Premises at any time.

5.1 Programming and Administrative Needs:

(a) Tenant may use the Leased Premises as space for cultural programs, including but not limited to computer and Filipino (Tagalog) language classes, services for new immigrants, social events that feature traditional foods and folk dances, martial arts classes, and art exhibits.

(b) Tenant may use the Lower Level Leased Premises as a free medical clinic offering basic medical treatment, exams, screenings, and routine immunizations for those who would otherwise not be able to afford care, the un-insured and underinsured.

(c) Tenant may also use the Leased Premises as office space and to accommodate workspace for regular volunteers that support Tenant's administrative processes. In addition to meeting space, Tenant requires space for a computer lab.

(d) Tenant may also use the Leased Premises for all other activities relating to participants and community involvement consistent with the purposes described above. The Tenant may maintain an accessible collection of Philippine artifacts, media, information, and fine arts, and will be permitted to fly the national flag of the Philippines.

(e) Tenant will be allowed the use of the upper level main hall and amenities for big community events, at no additional cost or rent fees, when it is not used or scheduled for use by the Landlord or its renters. Advance notice will have to be given to the Landlord to reserve those dates. The weekend closest to June 12 of each year shall be reserved for Tenant's use. Tenant giving advance notice shall be given priority to reserve four (4) more dates.

(f) All Tenant's programs are to be conducted in a manner which shall maintain Tenant's 501(c)(3) status.

(g) Landlord and Tenant will explore other possible opportunities for Tenant to participate in local neighborhood outreach programs.

5.2 Picnic Area:

Landlord shall provide at no cost to Tenant one (1) newly designated picnic area ("Picnic Area"), as shown on Exhibit B, to provide for Tenant's programming activities. Tenant also understands, acknowledges, and agrees that when the Picnic Area is not being used by Tenant, Tenant shall allow the public to utilize the Picnic Area. Following Tenant's activities at the Picnic Area, Tenant shall return the Picnic Area to the Picnic Area's condition immediately prior to Tenant's activities.

5.3 Annual Reports:

Within thirty (30) days after the conclusion of each annual term commencement anniversary date, Tenant shall submit a written report to the County listing a description of the numbers and types of activities provided; the number, ethnicity, and ages of the participants served by each of the activities; and, if applicable, the focus and types of any new activities planned for the upcoming calendar year.

5.4 Compliance with Laws:

Tenant shall, at Tenant's expense, promptly comply with all laws, rules, and regulations made by any governmental authority having jurisdiction over Tenant's use of the Leased Premises pertaining to: (a) the physical condition of any improvements constructed by Tenant on the Leased Premises; and (b) Tenant's administrative and programming activities in the Leased Premises.

Landlord shall, at Landlord's expenses, promptly comply with all laws, rules, and regulations of any governmental authority having jurisdiction over Zablocki Park.

5.5 Telephone, Internet Service, Alarm Service:

Tenant may, at Tenant's expense, install and maintain telephone, internet, and alarm services. Tenant agrees to pay for the monthly costs associated with the use of the telephone and internet as well as the monitoring fees of any alarms systems. Installation locations for phones or alarm systems are subject to the approval of Landlord, which approval shall not be unreasonably withheld or delayed. Landlord shall respond to a request for approval under this section within seven (7) days.

5.6 Collection and Removal of Trash; Medical Waste:

(a) Tenant shall be responsible for the collection and placement of Tenant's trash, litter, and garbage into receptacles provided by Landlord. Landlord shall provide for the hauling of and disposal of the accumulated trash, litter, and garbage.

(b) Tenant acknowledges complete responsibility for all Medical Waste generated or located on the Lease Premises and hereby agrees, at Tenant's sole expense, to handle, store and dispose of its Medical Waste in compliance with all federal, state, and local laws, rules and regulations relating thereto.

(i) Tenant shall not place any Medical Waste in any garbage container on the Leased Premises or in any garbage container emptied by Landlord.

(ii) Tenant shall provide Landlord with a list of any hazardous substances, wastes or materials, which will be used or generated in connection with Tenant's Free Medical Clinic, as well as Tenant's proposed procedures for the use, storage and disposal of any such hazardous substances, wastes or materials.

(iii) Tenant hereby indemnifies and holds harmless Landlord from and against all liability, claims and demands on account of personal injuries, loss of life, property damage and loss of any kind whatsoever arising from or out of or in any manner connected to the Medical Wastes generated or located at the Leased Premises.

(iv) For the purposes of this Lease, Medical Waste shall mean Bloodborne Pathogens, Regulated Waste and other potentially Infectious Materials as defined in applicable federal regulations, in effect from time and time.

5.7 Cleanliness of Surrounding Areas:

Tenant agrees not to accumulate materials, supplies or equipment which may create a hazard to the public. Landlord agrees to maintain the surrounding park area in a state of cleanliness and repair.

5.8 Naming Rights:

Tenant shall not allow or issue "naming rights" to any portion of the Leased Premises or environs for any purposes without the express, written consent of the Parks Director.

5.9 Signage:

All proposed banners and signage on the Leased Premises or environs must be pre-approved by the written consent of the Parks Director.

5.10 Cleaning of Public Restrooms:

Landlord shall provide daily routine cleaning and once a week thorough cleaning of the Public Restrooms and shall provide all Public Restroom supplies and cleaners as needed at no cost to Tenant. Tenant shall ensure that the public restrooms are reasonably clean at the end of their well attended activities such as the free clinic, classes, dances and other community events.

5.11 Inspection by Landlord:

Landlord and its agents shall at all reasonable times have the right to enter the Leased Premises to inspect the condition thereof and to improve or repair the Leased Premises and any portion of the Building, and to make such repairs, alterations, improvements or additions as Landlord may deem necessary or desirable, and Landlord shall be allowed to take all material into and upon the Leased Premises that may be required therefore without the same constituting an eviction of Tenant in whole or in part, and the rent reserved shall not abate while said repairs, alterations, improvements or additions are being made. With the exception of emergency situations, prior to entry, Landlord must provide notice to Tenant twenty-four (24) hours in advance. Nothing contained herein shall be deemed to impose on Landlord any obligation or duty to make repairs or alterations to the Premises except as expressly provided in this Lease.

5.12 Removal of Equipment and Supplies:

Tenant agrees to remove, at Tenant's cost, any personal property and related non-capital items at Lease end, except to the extent that Landlord waives such removal in writing. Improvements installed to the Leased Premises by Tenant shall become the property of Landlord at the termination of this Lease, except to the extent that the Landlord and Tenant agree otherwise in writing. Damage caused to the Leased Premises by any removal of personal property or improvements to the Leased Premises will be repaired by Tenant. If for any reason Tenant does not comply in a timely manner with its obligations under this paragraph (which shall mean completion within sixty (60) days unless otherwise authorized in writing by the Parks Director), then Landlord may make such repairs and/or remove, dispose of, or retain such property as Landlord sees fit. It is mutually agreed that Landlord may recover from Tenant any and all reasonable costs related to this Section. Tenant agrees to surrender the Leased Premises in broom-clean condition, subject to ordinary wear and tear and casualty.

6. RENOVATIONS AND IMPROVEMENTS:

6.1 Improvements - Initial Term:

Construction of the initial and future improvements to allow occupancy of Tenant, as described in the due diligence information provided to the County, shall be approved upon execution of this Lease. Tenant shall invest a minimum \$200,000 in contribution value within the first five (5) years of the Initial Term of the Lease to renovate and improve the Building at no cost to the County. Contribution value is defined as the actual or in-kind monetary amount expended by the Tenant to acquire or purchase construction materials, construction and installation services and labor, professional services such as architectural and engineering services, and design services. To count toward the \$200,000, each expenditure must include a copy of the paid invoice or a description of the in-kind services provided to Tenant from a licensed vendor or contractor. Notwithstanding the above, the Parties agree to negotiate in good faith the value of any new or used equipment supplied by the Tenant which will become the property of the County upon termination of the Lease. All items listed above which by agreement between the Parties at the time of installation will become the property of the Landlord shall count toward the \$200,000 requirement. All items which by agreement between the Parties will revert to the Tenant upon termination of the Lease shall not count toward the \$200,000 requirement.

The Tenant's portion of the interior of the Building may be renovated in a manner which best suits the activities and programming functions of the Tenant. A detailed list of actual estimated costs of all renovations relating to the \$200,000 shall be submitted to the Parks

Director for review and approval, which approval shall not be unreasonably withheld or delayed. All renovations relating to the \$200,000 requirement are to be completed within five (5) years after the Term Commencement Date pursuant to a schedule to be approved by the Parks Director and the County Department of Architectural and Engineering Services.

6.2 Improvements - Subsequent Terms:

Tenant may make additional renovations and improvements to the Building. Any such renovations and improvements, other than those approved in the Due Diligence information provided in 6.1, shall be subject to the same terms, conditions, and requirements as indicated in all paragraphs of Section 6.

6.3 Prior Approval:

Renovation of the Building at any time shall require prior written approval of the Parks Director, which shall not be unreasonably withheld; design and construction approvals from the Milwaukee County Division of Architectural and Engineering Services; and compliance with all Due Diligence requirements of the Milwaukee County Department of Administrative Services (DAS), which shall include Tenant providing evidence it has obtained the necessary funds in an amount not less than one hundred percent (100%) of the estimated cost of the proposed improvement or renovation, before commencing any improvements or renovations to the Leased Premises. Tenant shall reimburse the Division of Architectural and Engineering Services for its costs in reviewing Tenant's design plans during the construction phases of the Building. Landlord shall have a period of thirty (30) days ("Review Period") to review any renovation plans and shall not unreasonably withhold, condition or delay its approval of the plans. Landlord, which includes the aforementioned departments, shall be deemed to have approved the plans unless, on or before the last day of the Review Period, Landlord has delivered to Tenant a written description of the specific items in the plans that are not acceptable and a description of the specific changes which must be made to ensure Landlord's approval. Tenant shall have thirty (30) days to submit revised plans. The review and approval process shall continue until such time as Landlord has approved the final plans.

6.4 Builder's Risk: Tenant or its general contractor shall provide Builders Risk insurance coverage for the remodeled portion of the building on a completed value form insuring for special perils, with Milwaukee County, the building owner, as additional insured and loss payee on the insurance certificate. The builder's risk insurance is a special type of property insurance which indemnifies against damage to the remodeled portion of the building and protects insurable interest in materials, fixtures and/or equipment used and/or installed, while they are under construction, which includes losses due to fire, vandalism, lightning, wind and similar forces but does not cover for earthquake, flood, acts of war or criminal, fraudulent, dishonest or illegal acts alone or in collusion by Contractor, Tenant, and/or Owner. Coverage is during construction period and is intended to terminate when the work has been completed and the property is ready for occupancy.

6.5 Prevailing Wage: Construction of the Project shall be subject to and comply with Wisconsin's Prevailing Wage Law as required under Wis. Stat. §§ 66.0903, 66.0904, and 103.49.

6.6 Lien Waivers:

Tenant shall not permit any mechanics' or materialmen's liens to be levied upon the leased premises at any time for any labor or materials furnished to Tenant or to its agents or contractors. Within sixty (60) days of the completion of any renovation, remodeling, or

improvements by Tenant's contractor, subcontractors, or suppliers, Tenant shall obtain the appropriate lien waiver from such contractor, subcontractor, or supplier and shall file one (1) copy with the County.

6.7 County Project Manager:

A County Project Manager shall be designated to conduct periodic site observations to inspect the work or general compliance with the design and construction plans. The County Project Manager shall inspect the work for general compliance with Federal, state, and local building codes, as well as compliance with Public Health, Safety, and Welfare Standards. The County Project Manager shall serve on behalf of Milwaukee County and observe the work to assure that construction progresses according to plans and specifications and so that the interests of the County are protected.

6.8 Licensed Tradespersons:

Tenant agrees that all renovations and improvements shall be performed by fully licensed contractors and subcontractors who shall utilize industry standard supplies, equipment, and construction methods in the performance of their duties. Tenant shall require its contractors and subcontractors to obtain and maintain adequate insurance coverages with liability limits not less than that required of Tenant by County. Tenant shall have responsibility to enforce compliance with these insurance requirements and provide the County acceptable evidence of insurance for any contractor or subcontractor.

6.9 Renovation Documents:

Tenant agrees that within sixty (60) days after the conclusion of each renovation, remodeling, or improvement project, Tenant shall provide to Landlord a complete set of construction documents to be included as a minimum: (a) as-built drawings;(b) a copy of all work orders and change orders; (c) a copy of all lien-waivers; (d) operation manuals and/or cut sheet drawings of any mechanical fixtures or equipment which was installed; (e) manufacturer's warranties or extended warranties; (f) a copy of all construction permits and signed drawings; (g) City of Greenfield final occupancy permits.

6.10 Ownership of Improvements:

Upon termination of the Lease for any reason, including but not limited to, for cause, by mutual written agreement, or by reason of the expiration of any of the calendar terms of the Lease, all renovations, improvements, or alterations, including generic signage affixed to the Building, shall become the property of Landlord, at no cost to Landlord.

6.11 Alterations Indemnification: To the fullest extent allowable under the laws of the State of Wisconsin, Tenant will release, indemnify, protect, defend (with counsel reasonably acceptable to Landlord) and hold harmless the Landlord from and against any claims in any manner relating to or arising out of any alterations, renovations, improvements or any other work performed, materials furnished or obligations incurred by or for Tenant or any person or entity claiming by, through or under Tenant.

7. MAINTENANCE AND REPAIRS:

(a) Tenant shall maintain the Leased Premises in good order, including interior cleaning and janitorial services to the Building facility and any environs utilized by the Tenant subject to paragraph (b) below.

(b) Landlord shall maintain the mechanical and electrical rooms, janitor's room and the Public Restrooms. Landlord shall provide a daily routine and weekly thorough cleaning of the Public Restrooms and shall provide all Public Restroom supplies and cleaning equipment needed for the Public Restrooms, at Landlord's cost. Landlord will regularly spot check the common areas such as the main entrance, foyer, stairwells, common hallways and interior handicapped accessible ramp areas and provide for cleaning after rentals and upon being given notice of a problem. Landlord shall maintain the exterior Leased Premises in good condition, including removal of graffiti and maintaining all outdoor lighting.

(c) Tenant shall, at its expense, during the Term of the Lease, pay for and make all necessary repairs and replacements to the leased portion of the Building, including, but not limited to, plumbing, electrical and lighting (including light bulbs), the doors, door checks, door hardware, windows, fixtures, heating, ventilating and air conditioning facilities located in or servicing the Building to the point of entry to a common line, and keep and maintain the same in good condition and repair so that at the expiration of the Term, the Leased Premises shall be surrendered to Landlord in the same condition or better that the same are in at the Term Commencement Date, ordinary wear and tear excepted. All repairs shall be done by licensed tradespersons, with oversight by the County Project Manager. Tenant may contract with Landlord for repairs on a time and materials basis. Landlord shall have no obligation to make repairs to the leased portion of the Building, except for repairs to the exterior of the Building, the roof and foundation of the Building, and any exterior lighting on the Building.

(d) Landlord shall maintain the exterior walls, roof and foundation of the Building in proper repair during the Term of the Lease. Landlord shall also maintain and repair all parking areas, public sidewalks, and all utility systems, which serve the Building as a whole, but are not a part of the Leased Premises. Snow, salting and ice removal for the sidewalks, building entries, driveways and parking areas will be the sole responsibility of the Landlord.

(e) Tenant shall perform its repair obligations promptly after learning of the need for such repairs, but in any event within thirty (30) days after written notice provided by one Party to the other. If Tenant fails to make such repairs for which it is obligated within thirty (30) days after Landlord's notice, and such failure constitutes a health or safety hazard to the public, or has the potential to cause further damage to the Leased Premises or the Building as a whole, then Landlord shall have the right to make the repair with its own staff or contract with a private company to make the repair, and charge all reasonable costs directly associated with making the repair, to the Tenant, (including salary and benefits if done with Landlord's own staff).

8. CASUALTY:

If the Leased Premises, or any portion thereof, are damaged or destroyed by fire, explosion, or any other casualty, which cannot, despite diligent, good faith efforts be repaired or restored within one hundred eighty (180) days following the date on which such damage occurs, then Tenant may elect to terminate this Lease effective as of the date of such damage or destruction. If Tenant does not give notice of Tenant's election to terminate, then Landlord shall, subject to the provisions of this section, immediately commence and diligently pursue to complete the repair of such damage so that the Leased Premises are restored to a condition equivalent to that existing immediately prior to such casualty. Notwithstanding anything contained herein to the contrary, if the Lease Premises are not repaired and restored within one hundred eighty (180) days from the date of damage, Tenant may terminate the Lease at any time before Landlord completes the repairs and delivers the restored Leased Premises to Tenant; provided however, in the event Landlord completes the repairs and

delivers the restored Leased Premises to Tenant within thirty (30) days after receipt of Tenant's notice, Tenant's termination notice shall be deemed null and void.

9. INSURANCE:

(a) Landlord assumes no responsibility for any loss or damage to the Tenant's personal property while in use or stored at or on the Leased Premises. Tenant shall maintain comprehensive liability, workers compensation and automobile liability insurance as required below. Tenant's policies shall not be contributing with or in excess of any coverage that the Landlord may carry on the Leased Premises.

(b) Landlord shall, at Landlord's sole cost, keep in full force and effect a policy of comprehensive liability insurance and commercial property insurance, including coverage for all capital improvements on the Leased Premises.

(c) The Tenant shall provide the Landlord with evidence of insurance in the following minimum amounts.

<u>Type of Coverage</u>	<u>Minimum Limits</u>
Commercial General Liability	
Bodily Injury and Property Damage (incl. Personal Injury, Fire Legal, Contractual & Products/Completed Operations)	\$1,000,000 Per Occurrence \$1,000,000 General Aggregate
Automobile Liability	
Bodily Injury & Property Damage All Autos-Owned, non-owned and/or hired Uninsured Motorists	\$1,000,000 Per Accident Per Wisconsin Requirements
Wisconsin Workers' Compensation or Proof of All states Coverage	Statutory
Professional Liability – Medical Malpractice	\$1,000,000 Per Occurrence
Professional Liability Errors & Omissions	Minimum Limits \$1,000,000 Per Occurrence
Employers Liability	\$100,000/\$500,000/\$100,000

Milwaukee County, as its interests may appear, shall be named as an additional insured and be afforded a thirty (30) day written notice of cancellation or non-renewal. Disclosure must be made of any non-standard or restrictive additional insured endorsement, and any use of non-standard or restrictive additional insured endorsement will not be acceptable. A certificate indicating the above coverages shall be submitted for review and approval by the County for the duration of this Lease.

Coverages shall be placed with an insurance company approved by the State of Wisconsin and rated "A" per Best's Key Rating Guide.

Additional information as to policy form, retroactive date, discovery provisions and applicable retentions shall be submitted to County, if requested, to obtain approval of insurance requirements.

Any deviations, including use of purchasing groups, risk retention groups, etc., or requests for waiver from the above requirements shall be submitted in writing to the County for approval prior to the commencement of activities under this Lease.

The insurance requirements contained within this Lease are subject to periodic review and adjustment by the County Risk Manager.

10. INDEMNIFICATION:

To the fullest extent permitted by law, Tenant shall indemnify the County for, and hold it harmless from all liability, claims and demands on account of personal injuries, property damage and loss of any kind whatsoever, including workers' compensation claims, which arise out of or are in any manner connected to the Leased Premises, based on any injury, damage or loss being caused by any wrongful, intentional, or negligent acts or omissions of the Tenant, its agents or employees. Tenant shall, at its own expense, investigate all claims and demands, attend to their settlement or disposition, defend all actions based thereon and pay all charges of attorneys and other costs and expenses arising from any such injury, damage or loss, claim, demand or action. Tenant shall indemnify and save the County harmless from any award of damages and costs against the County for any action based on U.S. patent or copyright infringement regarding computer programs involved in the performance of the tasks and services covered by this Lease.

Landlord shall indemnify the Tenant for, and hold it harmless from all liability, claims and demands on account of personal injuries, property damage and loss of any kind whatsoever, which arise out of or are in any manner connected to the sidewalks, building entries, driveways and parking areas to the extent caused by any wrongful, intentional, or negligent act or omission of the Landlord.

Landlord hereby agrees to waive any claims against Tenant and agrees to hold Tenant harmless for any liability, claims and demands that are in any manner connected to the Public Restrooms or any other areas in Zablocki Park that are not included in the Leased Premises, except for any claims caused by any wrongful, intentional, or negligent acts of Tenant. Tenant shall hold no responsibility or liability for any area that is not included in the Leased Premises and Landlord acknowledges it holds sole responsibility and liability for any area that is not included in the Leased Premises.

10.1 Environmental Indemnification:

Tenant shall, to the fullest extent provided for under any environmental laws, rules and regulations, be responsible for any required repair, cleanup, remediation or detoxification arising out of any Hazardous Materials brought onto or introduced into the Leased Premises or surrounding areas by Tenant, its contractors, subcontractors, or agents. Tenant hereby agrees to indemnify, defend and hold County harmless from and against any and all liabilities, costs, expenses (including attorney fees), damages (including but not limited to clean-up, remediation or detoxification of) or any other losses caused by its introduction of any such Hazardous Materials into or onto the Leased Premises and any Hazardous Materials brought onto or introduced into the Leased Premises as described below. Notwithstanding the foregoing, Tenant shall not be liable for, and shall have no obligations for (including but not limited to the indemnification, repair, clean-up, remediation or detoxification of) Hazardous Materials located in and on the Leased Premises whose presence pre-exists the commencement of Tenant's activities on the Leased Premises, as well as any Hazardous Materials existing on or brought into the Leased Premises by the County or any third parties, other than Tenant's contractors, subcontractors, or agents. County hereby agrees to indemnify, defend, and hold Tenant harmless from and against, any and all liabilities, costs, expenses (including attorney fees), damages (including but not limited to clean-up,

remediation or detoxification of) or any other losses caused by Hazardous Materials located in and on the Leased Premises whose presence pre-exists the commencement of Tenant's activities on the Leased Premises, as well as any Hazardous Materials brought into the Leased Premises by the County or any third parties.

"Hazardous Materials" as the term is used herein shall mean any substance: (i) the presence of which requires investigation or remediation under any Federal, state or local statute, regulation, ordinance, order, action or policy; or (ii) which is or becomes defined as a "hazardous waste" or "hazardous substance" under any Federal, state or local statute, regulation, ordinance, or amendments thereto.

11. AUDIT:

Pursuant to Milwaukee County ordinance section 56.30(6)(e), Tenant shall allow Milwaukee County, the Milwaukee County Department of Audit, or any other party the Milwaukee County may name, when and as they demand, to audit, examine and make copies of records in any form and format, meaning any medium on which written, drawn, printed, spoken, visual or electromagnetic information is recorded or preserved, regardless of physical form or characteristics, which has been created or is being kept by the Tenant, including not limited to, handwritten, typed or printed pages, maps, charts, photographs, films, recordings, tapes (including computer tapes), computer files, computer printouts and optical disks, and excerpts or transcripts from any such records or other information directly relating to matters under this Lease, all at no cost to Milwaukee County. Any subcontracting by the Tenant in performing the duties described under this Lease shall subject the subcontractor and/or associates to the same audit terms and conditions as the Tenant. The Tenant (or any subcontractor) shall maintain and make available to Milwaukee County the aforementioned audit information for no less than three (3) years after the conclusion of each Lease term.

12. INTEREST:

Unless waived by County Board of Supervisors, Tenant shall be responsible for payment of interest on amounts not remitted in accordance with the terms of the Lease with Milwaukee County. The rate of interest shall be the statutory rate in effect for delinquent County property taxes (one-percent (1 %) per month or fraction of a month) as described in Wisconsin statutes section 74.47(1). The obligation for payment and calculation thereof shall commence upon the day following the due dates established herein.

12.1 Penalty:

In addition to the interest described above, Tenant may be responsible for payment of penalty on amounts not remitted in accordance with the terms of the Lease with Milwaukee County, as may be determined by the administrator of this Lease, or designee. The penalty shall be the statutory rate in effect for delinquent County property taxes (.5% per month, or fraction of a month) as described in Milwaukee County ordinance section 6.06(1) and Wisconsin statutes section 74.47(2). The obligation for payment and calculation thereof shall commence upon the day following the due dates established herein.

12.2 Audit Results:

If, as a result of the annual audit required herein, additional amounts are disclosed to be due and owing to the County, interest and penalty shall be calculated thereon in accordance with the above method. Tenant shall remit to the County any additional amounts identified due and owing for the audit including interest and penalty thereon within thirty (30) days following receipt of the audit report by the County.

12.3 Nonexclusivity:

This provision permitting collection of interest and penalty by Milwaukee County on delinquent payments is not to be considered Milwaukee County's exclusive remedy for Tenant's default or breach with respect to delinquent payment. The exercise of this remedy is not a waiver by Milwaukee County of any other remedy permitted under the Agreement, including but not limited to termination of this Lease.

13. TERMINATION:

Landlord may terminate the Lease if Tenant breaches or fails to perform any of Tenant's obligations under the Lease and the breach or failure continues for a period of thirty (30) days after Landlord has notified Tenant of Tenant's breach or failure; provided that Tenant cannot reasonably cure its breach or failure to perform within the thirty (30) day period and thereafter pursues the cure and effects the cure within a period of time that does not exceed sixty (60) days after the expiration of the thirty (30) day period. In addition, the Lease may be terminated in the event that the Milwaukee County Board of Supervisors, via official action and resolution, elect to develop, assign, convey, close or otherwise dispose of Zablocki Park or its pavilion during the Term of this Lease. In such event, the Tenant shall be afforded an opportunity to present an alternative proposal to the County to continue operating its programs in the Building. If such a proposal is not approved or Tenant chooses not to present an alternative proposal County shall pay to Tenant the depreciated value for the improvements made pursuant to Paragraph 6.1 and 6.2 and constructed by Tenant, which shall be determined based upon its original cost and through use of a twenty (20) year straight-line depreciation method dated from the date of completion.

14. ASSIGNMENT / SUBLETTING:

Tenant may not assign this Lease, in whole or in part, or sublease any part of the Leased Premises without the prior written approval of the Parks Director.

15. HOLDOVER:

In the event that Tenant remains in possession of the Leased Premises after the expiration of this Lease with the consent of Landlord and without the execution of a new lease, it shall be deemed to be occupying said premises as a tenant from month-to-month, subject to all of the conditions, provisions and obligations of this Lease insofar as the same are applicable to a month-to-month tenancy until the termination of such tenancy. Tenant shall also pay to Landlord a monthly rental amount equal to the then current market rental rate as established by the Parks Director. Such month-to-month tenancy may be terminated by either party effective as of any calendar month by twenty-eight (28) days prior written notice to the other party. If Tenant remains in possession of the Leased Premises without the consent of Landlord or remains in possession of the Leased Premises following the termination of a hold-over month-to-month tenancy created pursuant to the first sentence of this Section, then Tenant shall pay to Landlord a use and occupancy charge equal to two (2) times the then current market rental rate as established by the Parks Director, computed on a daily basis, in addition to all of the other charges provided for hereunder and otherwise subject to the terms and conditions of this Lease. The provisions of this Section shall not be deemed to waive Landlord's right of re-entry or any other right hereunder or at law and shall survive the expiration of the Term of this Lease.

16. INTERPRETATION:

The laws of the state of Wisconsin shall govern the validity, performance and enforcement of this Lease. If any provision of this Lease is found to be invalid or unenforceable, the remaining provisions of this Lease shall not be affected, thereby, and shall remain in full force and effect as though the invalid or unenforceable provisions were not contained herein; provided that, if said

invalid or unenforceable provisions go to the heart of this Lease, then the Lease is terminated. Tenant acknowledges that it has read this Lease and that it has had the opportunity to confer with counsel in negotiating this Lease; accordingly, this Lease shall be construed neither for nor against Landlord or Tenant, but shall be given a fair and reasonable interpretation in accordance with the meaning of its terms.

17. PARTNERSHIP:

Nothing contained in this Lease shall constitute or be construed to create a partnership or joint venture between Landlord or its successors or assigns and Tenant or its successors or assigns. This Lease does not create the relationship of principal and agent or of partnership, of joint venture, or of any association between Landlord and Tenant other than that of Landlord and Tenant.

18. FORCE MAJEURE:

In the event that Landlord shall be delayed or hindered in or prevented from the performance of any act required hereunder by reason of strikes, lockouts, labor troubles, inability to procure materials, failure of power, restrictive governmental laws, regulations orders or decrees, riots, insurrection, war, acts of God, inclement weather, or other reason beyond Landlord's reasonable control, then performance of such act shall be excused for the period of the delay and the period for the performance of any such act shall be extended for a period equivalent to the period of such delay. Such failure to perform shall not be grounds for termination or default.

19. CONFLICT OF INTEREST:

During the term of this Lease, Tenant shall not hire, retain, or utilize for compensation any member, officer, or employee of the County or any person, who to the actual knowledge of Tenant, has a conflict of interest. Tenant hereby acknowledges that portion of the County's Code of Ethics, which states in part: "No person may offer to give to any County officer or employee or his immediate family, and no County officer or employee or his immediate family may solicit or receive anything of value pursuant to an understanding that such officers or employee's, vote, official actions or judgment would be influenced thereby."

20. OFFICIAL NOTICES:

All notices with respect to this Lease shall be in writing. Except as otherwise expressly provided in this Lease, a notice shall be deemed duly given and received upon delivery, if delivered by hand, or three days after posting via US Mail, to the party addressed as follows:

To Tenant:
Philippine Cultural and Civic Center Foundation, Inc.
Romulo Gerardo S.A. Ramos, Executive Director
535 N. 27th Street
Milwaukee, WI 53208

To Landlord:
Milwaukee County Dept of Parks
Sue Black, Director
9480 Watertown Plank Road
Wauwatosa, WI 53226

Either party may designate a new address for purposes of this Lease by written notice to the other party.

21. AUTHORITY:

If Tenant is a corporation, or limited liability company or other entity, each individual executing this Lease on behalf of Tenant represents and warrants that he or she is duly authorized to execute and deliver this Lease on behalf of said corporation, limited liability company or other entity, as the case may be, and that this Lease is binding upon said corporation in accordance with its terms without the joinder or approval of any other person.

IN WITNESS WHEREOF, the Parties hereto have set their hands as follows:

Philippine Cultural and Civic Center Foundation, Inc.

by _____ Date _____
Romulo Gerardo S.A. Ramos, Executive Director

Milwaukee County Dept. of Parks, Recreation & Culture

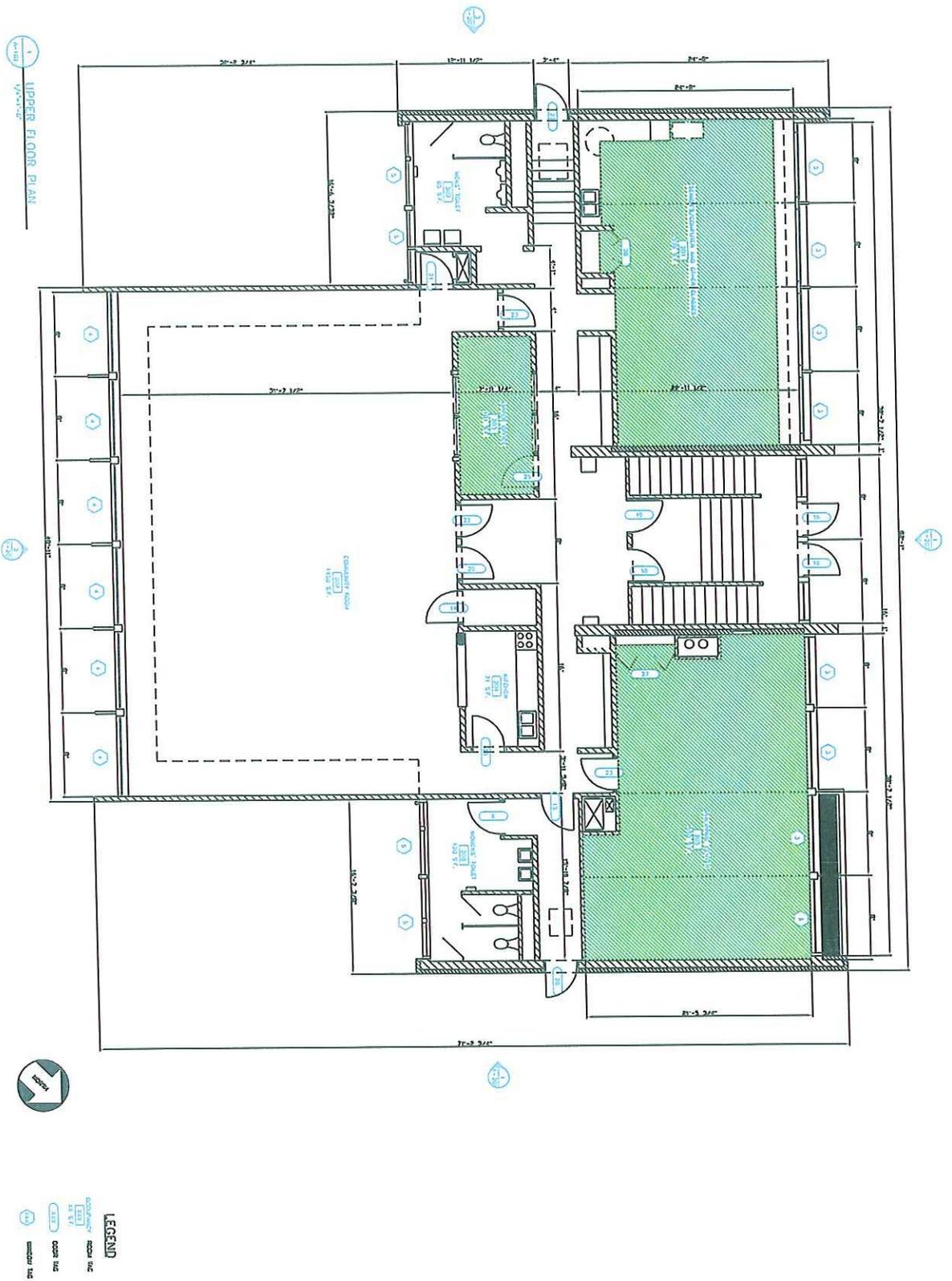
by _____ Date _____
Sue Black, Director

Approved as to form and independent status:

by _____ Date _____
Corporation Counsel

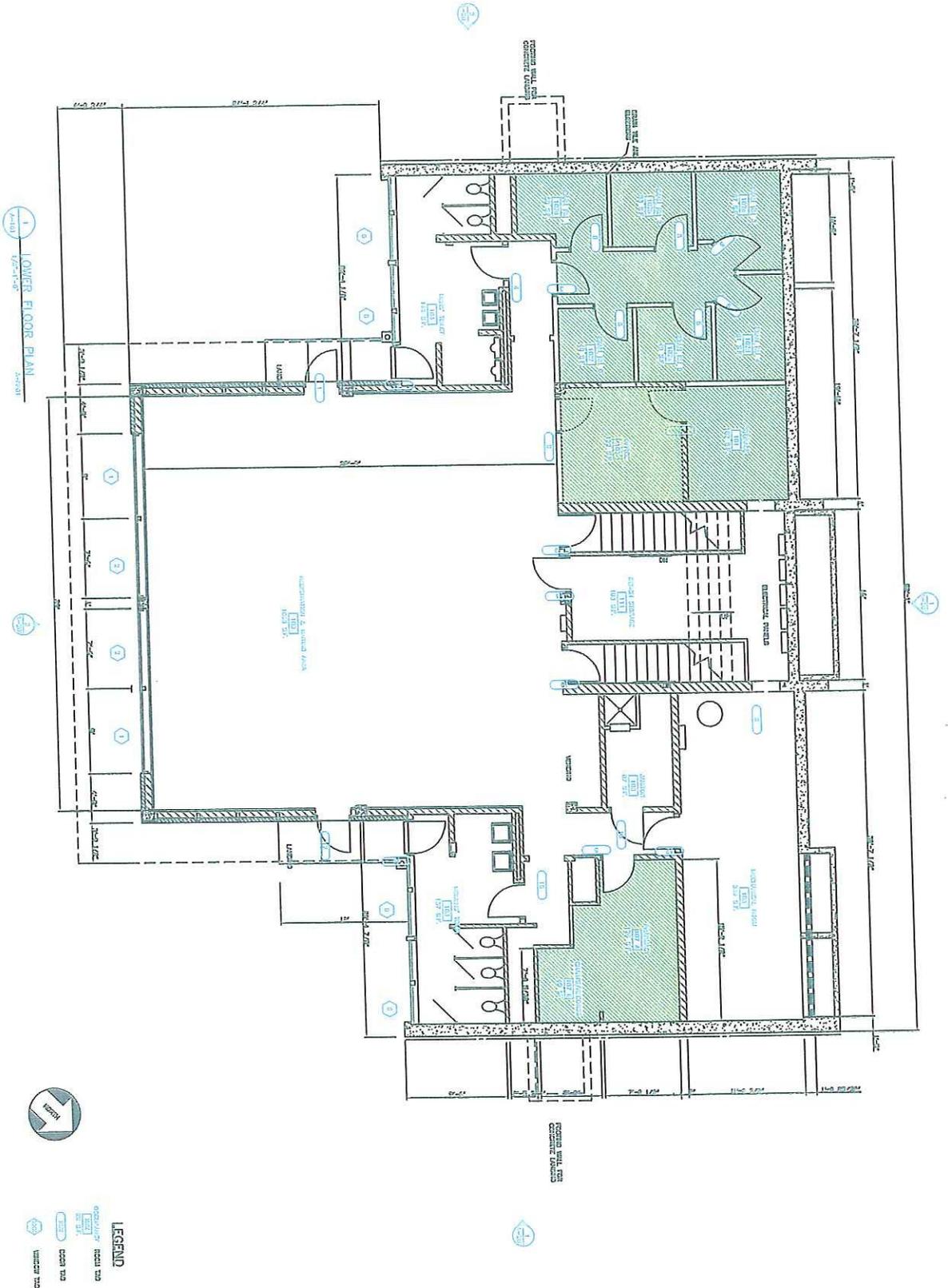
Reviewed by:

by _____ Date _____
Risk Management



UPPER LEVEL
BUILDING AREA
4560 SF

RAMOS & ASSOCIATES
5402 Mulberry Drive,
Greendale WI, 53129
Tel: (414) 704-4663

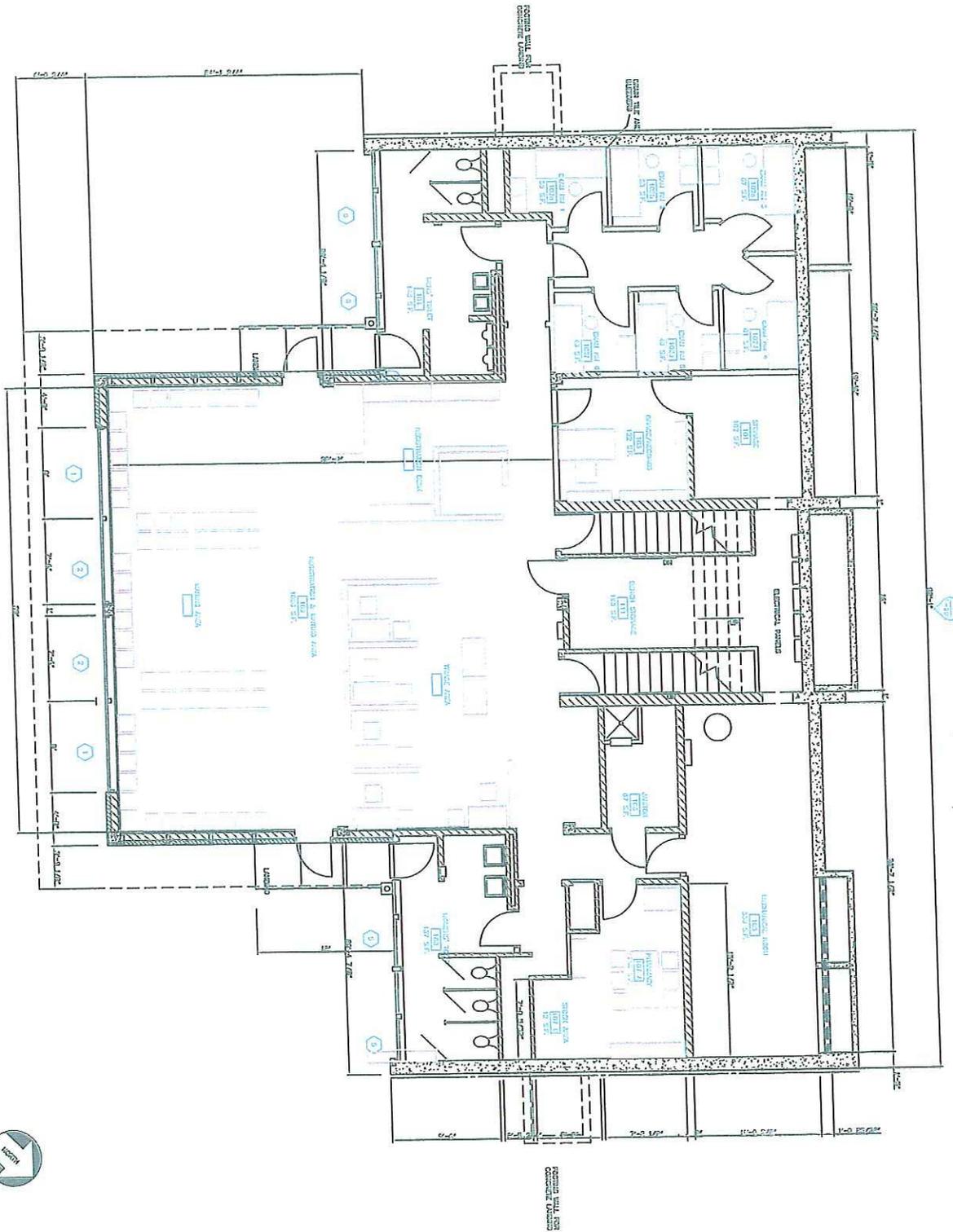


LOWER LEVEL
 BUILDING AREA
 4245 SF

RAMOS & ASSOCIATES
 5402 Mulberry Drive,
 Greendale WI, 53129
 Tel: (414) 704-4663

LOWER LEVEL
BUILDING AREA
4245 SF

1 LOWER FLOOR PLAN



LEGEND

	STRUCTURAL WALL
	GENERAL WALL
	DOOR
	WINDOW

RAMOS & ASSOCIATES
5402 Mulberry Drive,
Greendale WI, 53129
Tel: (414) 704-4663

CHRIS ABELE, MILWAUKEE COUNTY EXECUTIVE
SUE BLACK, DIRECTOR OF PARKS, RECREATION AND CULTURE

Date: July 15, 2011
To: Chairman Lee Holloway, Milwaukee County Board of Supervisors
From: Sue Black, Director, Department of Parks, Recreation and Culture
Subject: **Franklin Little League – Lease Extension**

POLICY

The Department of Parks, Recreation and Culture (DPRC) respectfully requests authorization to grant to the Franklin Little League, Inc. (FLL) a lease extension for certain real property located in the city of Franklin to conduct its baseball programming activities.

BACKGROUND

In October 1993 Milwaukee County entered into a twenty (20) year lease agreement with FLL, leasing FLL approximately 43 acres of County real property in the city of Franklin so that FLL could make improvements to the property and conduct its baseball programming activities. The 1993 lease agreement expires December 31, 2013.

Understanding the benefit FLL provides to Milwaukee County residents, DPRC has met on several occasions with FFL leadership to negotiate a new cooperative agreement (please see Exhibit A). The proposed agreement will extend FLL's lease for an additional two (2) consecutive ten (10) year terms. DPRC reserves the right to terminate the lease by providing FLL nine (9) months written notification of its intent to terminate. Furthermore, the rent for the property has increased from one dollar (\$1.00) per annum to two thousand dollars (\$2,000.00) per annum, increasing 3% at the beginning of sixth year of the initial term.

RECOMMENDATION

The Parks Director respectfully requests authorization to grant to the Franklin Little League, Inc. a lease extension for certain real property located in the city of Franklin to conduct its baseball programming activities.

Prepared by: Paul Kuglitsch, Contract Services Officer

Recommended by:

Approved by:

James Keegan, Chief of Administration and
External Affairs

Sue Black, Parks Director

Cc: County Executive Chris Abele
George Aldrich, Chief of Staff, County Executive's Office
Terrence Cooley, Chief of Staff, County Board
Supv. Gerry Broderick, Chair, Parks, Energy & Environment Committee
Supv. Jason Haas, Vice-Chair, Parks, Energy & Environment Committee
Sarah Jankowski, Fiscal Mgt. Analyst, Admin & Fiscal Affairs/DAS
Linda Durham, Parks, Energy & Environment Committee Clerk
Glenn Bultman, Research Analyst, County Board

MILWAUKEE COUNTY FISCAL NOTE FORM

DATE: July 5, 2011

Original Fiscal Note

Substitute Fiscal Note

SUBJECT: Extension of Agreement with Franklin Little League, Inc.

FISCAL EFFECT:

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

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

	Expenditure or Revenue Category	Current Year	Subsequent Year
Operating Budget	Expenditure		
	Revenue	833	2000
	Net Cost		
Capital Improvement Budget	Expenditure		
	Revenue		
	Net Cost		

DESCRIPTION OF FISCAL EFFECT

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

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

A. The Franklin Little League, Inc. requests an extension of its agreement with Milwaukee County to continue its baseball programming activities in the city of Franklin.

B. DPRC is charging Franklin Little League, Inc. \$100 per acre. The current acreage used by the Little League is 20, so DPRC is receiving \$2000.00 per year leasing the property. This amount will increase by 3% in the sixth year of the new lease agreement.

C. No impact.

D. None

Department/Prepared By Paul Kuglitsch, Contract Services Officer

Authorized Signature _____

Did DAS-Fiscal Staff Review? Yes No

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

1
2
3
4
5
6
7
8
9
10
11
12
13
14
15
16
17
18
19
20
21
22
23
24
25
26
27
28
29

(ITEM NO.) From the Director, Department of Parks, Recreation and Culture (DPRC), seeking authorization to enter into a new lease agreement with the Franklin Little League, Inc. (FLL) of certain real property located in the city of Franklin to allow FLL to continue providing its baseball programming activities, by recommending adoption of the following:

A RESOLUTION

WHEREAS, in October 1993 Milwaukee County entered into a twenty (20) year lease agreement with FLL, a not-for-profit 501(c)(3) organization, for certain real property in the city of Franklin so that FLL could conduct its baseball programming activities; and

WHEREAS, the October 1993 lease agreement expires December 31, 2013; and

WHEREAS, DPRC has received a request from FLL to extend its lease agreement for two (2) additional consecutive ten (10) year terms; and

WHEREAS, the County has in cooperation with FLL negotiated the terms and conditions of a new proposed lease agreement; now, therefore,

BE IT RESOLVED, that the Milwaukee County Board of Supervisors does hereby authorize the Parks Director to execute and enter into a new lease agreement with the Franklin Little League, Inc. for certain real property in the city of Franklin to all the Little League to continue providing its baseball programming activities.

LEASE AGREEMENT
BETWEEN
MILWAUKEE COUNTY DEPARTMENT OF PARKS, RECREATION AND CULTURE
AND
FRANKLIN LITTLE LEAGUE, INC.

This lease agreement (the "Lease") is made and entered into effective _____, 2011, by and between MILWAUKEE COUNTY (the "Lessor") and the FRANKLIN LITTLE LEAGUE, INC. (the "Lessee"), as represented by: Brian Tubbs, 414-235-4264. Referenced together, the Lessor and the Lessee are the "Parties" to this Lease.

WITNESSETH:

WHEREAS, Milwaukee County is owner of approximately 43 acres of real property located at 9000 S. 76th Street in the City of Franklin; and

WHEREAS, the Franklin Little League, Inc. a 501(c)(3) not-for-profit privately funded corporation organized and existing under the laws of the State of Wisconsin engaged in the operation of a Little League Baseball Team wishes to use said property to provide for its programming needs; and

WHEREAS, Milwaukee County Department of Parks, Recreation and Culture supports and encourages Franklin Little League, Inc. in this endeavor; and

WHEREAS, recognizing that the development of a lease agreement for the use of said property is advantageous to both agencies, the Parties do herewith, in consideration of mutual promises and other good and valuable consideration, agree as follows:

PROVISIONS:

1. **PREMISES:**
Lessor is the owner of approximately 43 acres of real property located at 9000 S. 76th St. in the City of Franklin, Milwaukee County, please see Exhibit A, of which 20 acres is currently used by the Lessee for the purposes of recreational baseball (the "Premises").
2. **CONDITION OF THE PREMISES:**
Lessor makes no representation or warranty that the Premises, including the land, the structural elements of the foundation of the buildings, roofs, exterior walls, plumbing, electrical and other mechanical systems: (a) meet and comply with all federal, state, and local laws, ordinances and regulations; and are (b) in workable and sanitary order and state of repair at the time of delivery to Lessee. Lessee acknowledges that it has been made aware by Lessor that Lessee may use the Premises on an "as-is" basis which may or may not prove to be suitable for all purposes contemplated by Lessee, either now or in the future. Lessee further acknowledges that it has freely inspected the Premises and is aware of its general overall condition.
3. **PERMITTED USE:**
Lessee is authorized and permitted to use the Premises for any and all activities directly related to its baseball programming activities. No other activities may be conducted on the Premises without the prior written approval of the Parks Director.

4. **TERM:**

This Lease shall be for an initial term of ten (10) years commencing on April 1, 2011. Provided Lessee shall not then be in default under this Lease, Lessee may, at Lessee's option, extend this Lease for an additional ten (10) years following the initial term. Lessee shall exercise this option, if at all, by giving Lessor written notice of exercise not later than one (1) year prior to expiration of the initial term. In the event of Lessee exercise of this option Lessor and Lessee agree that further negotiation regarding the terms and conditions of this Lease, including rent and Lessee's use of Premises, may be appropriate at the time the option is exercised; and said option shall be negotiated and agreed upon in good faith or this option to renew shall terminate.

5. **RENT:**

Lessee shall pay to Lessor as rent for the Premises the annual sum of two thousand dollars (\$2,000.00) dollars. The rental fee shall increase beginning in the sixth year of the initial term by three percent (3%).

6. **OPERATION, MAINTENANCE, AND REPAIR:**

(a) Lessee agrees that it will keep the Premises in good, clean, safe, secure and sanitary condition and to that end Lessee shall, at its expense, perform whatever maintenance and repairs as may be necessary to keep the Premises safe, and in good repair and appearance. Lessee shall keep all service roads located on the Premises in a clean and safe condition, and shall conform to all municipal ordinances and laws affecting the Premises and will pay any penalty, damages or other charges imposed for any violation of any ordinances and laws, whether occasioned by the neglect of Lessee or any agent in the employ of Lessee or any person contracting with Lessee. Lessee shall not permit any unattractive and unsanitary accumulation of trash, debris, or litter on the Premises.

(b) Lessee shall be solely responsible for all maintenance, improvements, sewer, water and utility hookup charges and attendant fees, grading, landscaping, the erection and demolition of structures and security with regard to the Premises and shall hold Lessor harmless from liability for any damages arising out of the Lessee's use of the Premises during the term of this Lease. Lessor will be responsible for general sewer, water and roadway assessments.

7. **IMPROVEMENTS AND RENOVATIONS:**

(a) Lessee may erect such structures as it requires for the operation of its baseball program on the Premises. Any improvement or renovation of or on the Premises at any time shall require prior written approval of the Parks Director, which shall not be unreasonably withheld; design and construction approvals from the Milwaukee County Division of Architectural and Engineering Services; and compliance with all Due Diligence requirements of the Milwaukee County Department of Administration (DAS), which shall include Lessee providing evidence it has obtained the necessary funds in an amount not less than one hundred percent (100%) of the estimated cost of the proposed improvement or renovation, before commencing any improvements or renovations to the Premises. Lessor shall have a period of thirty (30) days ("Review Period") to review any renovation plans and shall not unreasonably withhold, condition or delay its approval of the plans. Lessor shall be deemed to have approved the plans unless, on or before the last day of the Review Period, Lessor has delivered to Lessee a written description of the specific items in the plans that are not acceptable and a description of the specific changes which must be made to ensure Lessor's approval. Lessee shall have thirty (30) days to submit revised plans. The review and approval process shall continue until such time as Lessor has approved the final plans.

(b) Lessor will not be a guarantor of the safety of the Premises or structures. Construction shall conform to the plans and specifications so approved and the Lessee agrees to be solely liable and responsible for compliance with all zoning and building regulations and all permits, inspection and

related fees of the City of Franklin. Lessee shall not deviate substantially from said plans without the prior written consent of the Parks Director. Any buildings so constructed shall at all times be the Lessee's sole responsibility.

(c) Lessee shall not permit any mechanics' or materialmen's liens to be levied upon the Premises at any time for any labor or materials furnished to Lessee or to its agents or contractors. Within thirty (30) days of the completion of any improvement, renovation, or remodeling, by Lessee, its contractor, subcontractors, or suppliers, Lessee shall obtain the appropriate lien waiver from such contractor, subcontractor, or supplier and shall file one (1) copy with Lessor.

(d) Lessee agrees that all improvements and renovations shall be performed by fully licensed tradespersons who shall utilize industry standard supplies, equipment, and construction methods in the performance of their duties.

(e) Lessee agrees that within thirty (30) days after the conclusion of each improvement, renovation, or remodeling project, Lessee shall provide to Lessor a complete set of construction documents to include at a minimum: (a) as-built drawings; (b) a copy of all work orders and change orders; (c) a copy of all lien-waivers; (d) operation manuals and/or cut sheet drawings of any mechanical fixtures or equipment which was installed; (e) manufacturer's warranties or extended warranties; (f) a copy of all construction permits and signed drawings; (g) City of Franklin final occupancy permits.

(f) Lessee agrees to provide written notification to the Parks Director and the Lessor's Office of the Sheriff before November 1 in the year preceding any construction of improvements within the expansion area as shown on Exhibit A. Lessee also agrees to allow up to nine months after said notice to allow for proper harvesting of any crops already planted in said area. Lessee shall substantially complete the proposed development as approved per the requirements contained herein within one (1) year of taking over the area and remit to Lessor an additional \$100 per acre or portion thereof per year for its use of any part of the expansion area.

(g) Except as otherwise provided herein, upon termination of this Lease for any reason, including but not limited to, for cause, by mutual written agreement, or by reason of the expiration of any of the calendar terms of the Lease, all improvements, renovations or alterations, including generic signage affixed to buildings, shall become the property of Lessor, at no cost to Lessor.

8. UTILITIES:

Lessee agrees to pay Lessor any fees and utility charges incurred on the Premises during the term of this Lease. Lessee is required to obtain Lessor's approval to connect and install water and sewer service on the Premises. Lessee agrees to obtain and pay for any permits and fees for such work.

9. PERMITS, LICENSES, AND OTHER COSTS:

Lessee is to procure, maintain, and pay the fee for all appropriate federal, state, and local licenses and permits required for the operation of all activities. Lessee shall be responsible for all costs related to batting cage business.

10. RIGHT OF ENTRY:

Lessor shall at all reasonable times have the right to enter into and upon the Premises to examine and inspect the condition thereof; provided, however, such entry shall be done in such a manner that it does not unreasonably interfere with the conduct of Lessee's activities on the Premises.

11. POSSESSION OF IMPROVEMENTS:

Possession/title to any improvements, fixtures, equipment and other property installed in or upon the Premises by Lessee shall remain in Lessee until the expiration or termination of this Lease. Lessor shall take the Premises, upon expiration or termination of this Lease, in an "AS IS, WHERE IS" condition, or, at the option of Lessor, require Lessee to raze any structures it placed or constructed on the Premises and restore the Premises to a safe and sightly condition and stabilize any unvegetated land with an established stand of planting approved in writing by Lessor. The Parties agree that upon expiration or termination of this Lease, all improvements that are permanently affixed to the Premises shall, at the option of Lessor, become the property of Lessor. If Lessor shall not exercise said option as to any particular fixed improvement, Lessee shall remove the property within thirty (30) days after notice to Lessee to remove same and if Lessee shall fail to remove the property within said period, Lessor may cause its removal and charge Lessee the expense thereof.

12. SIGNS:

(a) Lessor shall approve any and all signs placed upon or affixed to the Premises prior to installation, except for temporary signage displayed for three (3) days or less and baseball-related signage that is not visible outside the Premises.

(b) Lessee shall acknowledge the Parks Department and include the Parks logo in all promotional materials, whether print or digital, generated and controlled by Lessee regarding its activities and programming on the Premises.

13. PAYMENT:

Please make checks payable to: **MILWAUKEE COUNTY TREASURER.**

Milwaukee County Parks Department
Attn: Park Director
9480 Watertown Plank Rd.
Wauwatosa, WI 53226

14. REMOVAL OF EQUIPMENT AND SUPPLIES:

Upon expiration or termination of this Lease for any reason, Lessee shall remove, at its costs, all of its supplies, equipment, displays, and related items from the Premises within thirty (30) days of the expiration or termination date, and shall restore the Premises to its prior condition, satisfactory at the Parks Director.

15. INSURANCE:

Lessor assumes no responsibility for any loss or damage to Lessee's personal property while in use or stored at or on the Premises. Lessee agrees to evidence and maintain proof of financial responsibility to cover costs as may arise from claims of tort, statutes and benefits under Worker's Compensation laws and/or vicarious liability arising from employees. Such evidence shall include insurance coverage for Worker's Compensation claims as required by the State of Wisconsin, including Employer's Liability and insurance covering General and Automobile Liability coverages in the following minimum amounts:

<u>Type of Coverage</u>	<u>Minimum Limits</u>
Commercial General Liability	
Bodily Injury and Property Damage (incl. Personal Injury, Fire Legal, Contractual & Products/Completed Operations)	\$1,000,000 Per Occurrence \$1,000,000 General Aggregate

Automobile Liability	
Bodily Injury & Property Damage	\$1,000,000 Per Accident
All Autos-Owned, non-owned and/or hired	
Uninsured Motorists	Per Wisconsin Requirements
Wisconsin Workers' Compensation or Proof of All States Coverage	Statutory, if applicable
Employers' Liability	\$100,000/\$500,000/\$100,000, if applicable

Milwaukee County, as its interests may appear, shall be named as an additional insured and be afforded a thirty (30) day written notice of cancellation or non-renewal. Disclosure must be made of any non-standard or restrictive additional insured endorsement, and any use of non-standard or restrictive additional insured endorsement will not be acceptable. A certificate indicating the above coverages shall be submitted for review and approval by the Lessor for the duration of this Lease. Coverages shall be placed with an insurance company approved by the State of Wisconsin and rated "A" per Best's Key Rating Guide.

Additional information as to policy form, retroactive date, discovery provisions and applicable retentions shall be submitted to Lessor, if requested, to obtain approval of insurance requirements. Any deviations, including use of purchasing groups, risk retention groups, etc., or requests for waiver from the above requirements shall be submitted in writing to the Lessor for approval prior to the commencement of activities under this Lease.

The insurance requirements contained within this Lease are subject to periodic review and adjustment by the County Risk Manager.

16. INDEMNIFICATION:

To the fullest extent permitted by law, Lessee shall indemnify the Lessor for, and hold it harmless from all liability, claims and demands on account of personal injuries, property damage and loss of any kind whatsoever, including workers' compensation claims, which arise out of or are in any manner connected to the Premises, based on any injury, damage or loss being caused by any wrongful, intentional, or negligent acts or omissions of Lessee, its agents or employees. Lessee shall, at its own expense, investigate all claims and demands, attend to their settlement or disposition, defend all actions based thereon and pay all charges of attorneys and other costs and expenses arising from any such injury, damage or loss, claim, demand or action.

16.1 Environmental Indemnification:

Lessee shall, to the fullest extent provided for under any environmental laws, rules and regulations, be responsible for any required repair, cleanup, remediation or detoxification arising out of any Hazardous Materials brought onto or introduced into the Premises or surrounding areas by Lessee, its contractors, subcontractors, or agents. Lessee hereby agrees to indemnify, defend and hold Lessor harmless from and against any and all liabilities, costs, expenses (including attorney fees), damages (including but not limited to clean-up, remediation or detoxification of) or any other losses caused by its introduction of any such Hazardous Materials into or onto the Premises and any Hazardous Materials brought onto or introduced into the Premises as described below.

"Hazardous Materials" as the term is used herein shall mean any substance: (i) the presence of which requires investigation or remediation under any Federal, State or local statute, regulation, ordinance, order, action or policy; or (ii) which is or becomes defined as a

“hazardous waste” or “hazardous substance” under any Federal, State or local statute, regulation, ordinance, or amendments thereto.

17. AUDIT:

Pursuant to Milwaukee County ordinance section 56.30(6)(e), Lessee shall allow Milwaukee County, the Milwaukee County Department of Audit, or any other party the Milwaukee County may name, when and as they demand, to audit, examine and make copies of records in any form and format, meaning any medium on which written, drawn, printed, spoken, visual or electromagnetic information is recorded or preserved, regardless of physical form or characteristics, which has been created or is being kept by Lessee, including not limited to, handwritten, typed or printed pages, maps, charts, photographs, films, recordings, tapes (including computer tapes), computer files, computer printouts and optical disks, and excerpts or transcripts from any such records or other information directly relating to matters under this Lease, all at no cost to Milwaukee County. Any subcontracting by Lessee in performing the duties described under this Lease shall subject the subcontractor and/or associates to the same audit terms and conditions as the Lessee. Lessee (or any subcontractor) shall maintain and make available to Milwaukee County the aforementioned audit information for no less than three years after the conclusion of this Lease.

18. INTEREST:

Unless waived by County Board of Supervisors, Lessee shall be responsible for payment of interest on amounts not remitted in accordance with this Lease. The rate of interest shall be the statutory rate in effect for delinquent County property taxes (one-percent (1%) per month or fraction of a month) as described in Wisconsin statutes section 74.47(1). The obligation for payment and calculation thereof shall commence upon the day following the due dates established herein.

18.1 Penalty:

In addition to the interest described above, Lessee may be responsible for payment of penalty on amounts not remitted in accordance with this Lease, as may be determined by County. The penalty shall be the statutory rate in effect for delinquent County property taxes (.5% per month, or fraction of a month) as described in Milwaukee County ordinance section 6.06(1) and Wisconsin statutes section 74.47(2). The obligation for payment and calculation thereof shall commence upon the day following the due dates established herein.

18.2 Audit Results:

If, as a result of the annual audit required herein, additional amounts are disclosed to be due and owing to the County, interest and penalty shall be calculated thereon in accordance with the above method. Lessee shall remit to the County any additional amounts identified due and owing for the audit including interest and penalty thereon within thirty (30) days following receipt of the audit report by the County.

18.3 Nonexclusivity:

This provision permitting collection of interest and penalty by the County on delinquent payments is not to be considered the County's exclusive remedy for Lessee's default or breach with respect to delinquent payment. The exercise of this remedy is not a waiver by the County of any other remedy permitted under this Lease, including but not limited to termination of this Lease.

19. ASSIGNMENT / SUBLETTING:

Lessee may not assign this Lease, in whole or in part, or sublease any part of the Premises without the prior written approval of the Parks Director.

20. TERMINATION:

This Lease may be terminated at any time upon two hundred seventy (270) days written notice by either party. The Lessor reserves the right to terminate the Lease at any time to prevent or terminate waste being committed by the Lessee.

21. PARTNERSHIP:

Nothing contained in this Lease shall constitute or be construed to create a partnership or joint venture between the Lessor or its successors or assigns and the Lessee or its successors or assigns. This Lease does not create the relationship of principal and agent.

22. OFFICIAL NOTICES:

All notices with respect to this Lease shall be in writing. Except as otherwise expressly provided in this Lease, a notice shall be deemed duly given and received upon delivery, if delivered by hand, or three days after posting via US Mail, to the party addressed as follows:

To Lessee:
Franklin Little League, Inc.
Brian Tubbs
8204 S. 88th St.
Brookfield, WI 53132

To Lessor:
Milwaukee County Dept. of Parks
Sue Black, Director
9480 Watertown Plank Rd.
Wauwatosa, WI 53226

Either party may designate a new address for purposes of this Lease by written notice to the other party.

IN WITNESS WHEREOF, the Parties hereto have set their hands as follows:

Franklin Little League, Inc.

by _____ Date _____
Brian Tubbs

Milwaukee County Dept of Parks, Recreation & Culture

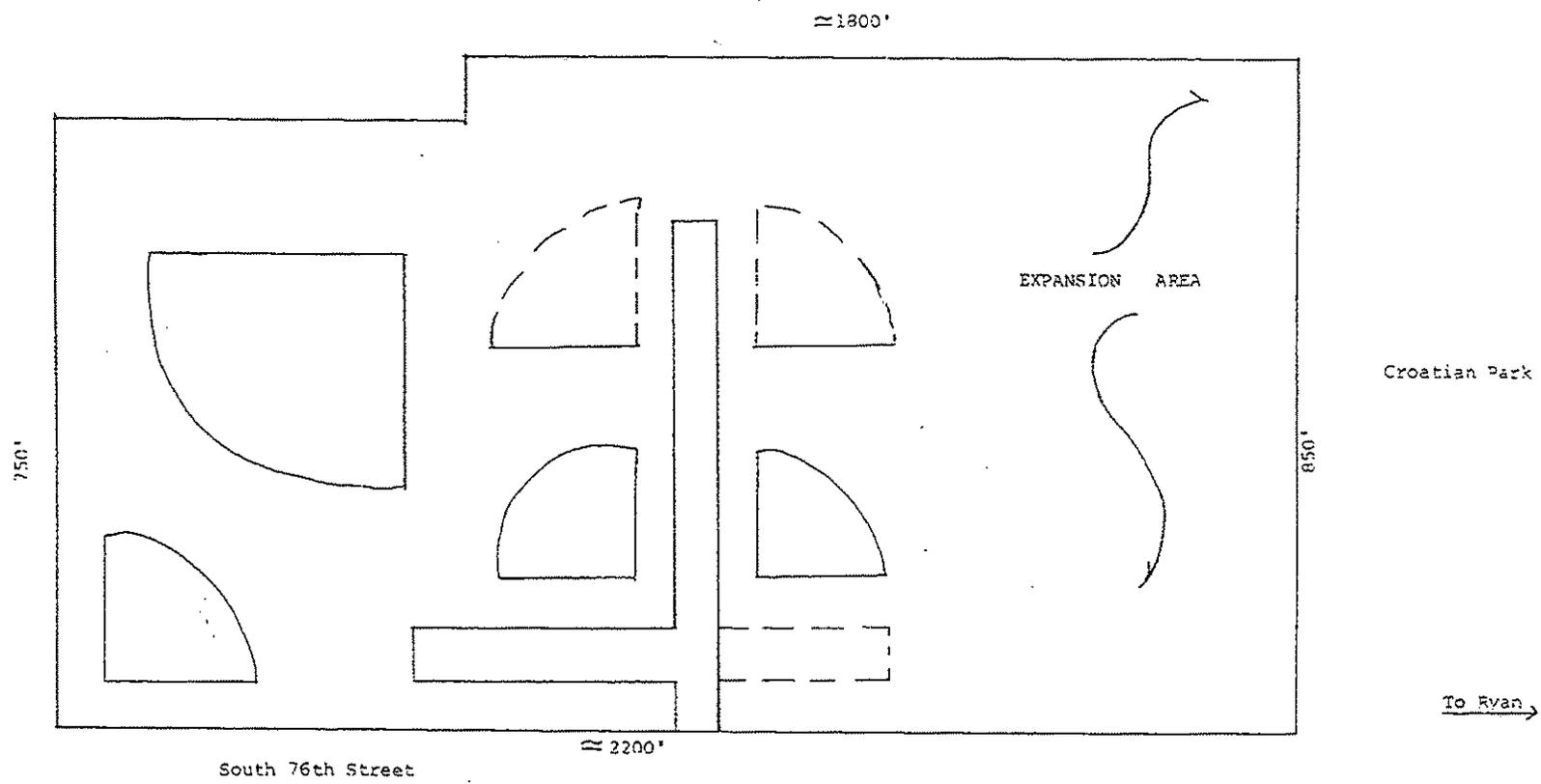
by _____ Date _____
Sue Black, Director

Approved as to form and independent status:

by _____ Date _____
Corporation Counsel

by _____ Date _____
Risk Management

North
↑



LEASED LAND AREA FOR YEARS 1994-2013 inclusive
FRANKLIN NATIONAL LITTLE LEAGUE

(not to scale)

CHRIS ABELE, MILWAUKEE COUNTY EXECUTIVE
SUE BLACK, DIRECTOR OF PARKS, RECREATION AND CULTURE

Date: July 15, 2011

To: Chairman Lee Holloway, Milwaukee County Board of Supervisors

From: Sue Black, Director, Department of Parks, Recreation and Culture

Subject: Authorization to Submit a State of Wisconsin 2011 Recreational Boating Facilities Program Grant Application – ACTION

POLICY

The Department of Parks, Recreation and Culture (DPRC) is seeking authorization to submit a State of Wisconsin 2011 Recreational Boating Facilities Program (RBF) grant application.

BACKGROUND

The RBF encourages the development of recreational boating facilities and related activities by providing state cost sharing assistance to governmental units and qualified lake associations. The program is administered by the Wisconsin Department of Natural Resources and supervised by the Wisconsin Waterways Commission. The commission is composed of five members representing Lake Michigan, Lake Superior, the Mississippi River, the Lake Winnebago watershed and Wisconsin's inland waters. The commission reviews the project applications, establishes project feasibility, determines the priority of projects, and determines the rate of cost sharing for projects. Projects typically are funded on 1:1 cost share basis.

DPRC is seeking authorization to submit an RBF grant application for the modification and replacement of the boat launch piers at McKinley Park, South Shore Park and at Bender Park. All three facilities are owned and operated by DPRC. The existing piers are of the fixed type and, as such, they were not designed to adequately withstand moving ice sheets and fluctuating water levels. In addition, given the large population of Milwaukee County and the high interest in access to Lake Michigan, the piers are subject to intensive usage. These combined forces have caused damage to the piers, negatively impacting safety, usability and customer satisfaction. They have also increased the level of required maintenance. DPRC has extended the life of the piers by spending \$25,000 to \$50,000 per year in repairs, but the deterioration has reached the point where the piers cannot fully perform the functions for which they were intended.

DPRC estimates that it will cost \$266,250 to implement planned improvements to the boat launch piers at McKinley Park, South Shore Park and Bender Park that will ensure a more safe and

pleasurable boating experience for users. Accordingly, the State of Wisconsin and Milwaukee County would each be responsible for \$133,125 or 50% of the total project cost.

RECOMMENDATION

The Parks Director respectfully recommends that appropriate staff be authorized to submit a 2011 RBF Program grant application for improvements to the boat launch piers at McKinley Park, South Shore Park and Bender Park.

Prepared by: Bill Waldron, Natural Resources Specialist

Recommended by:

Approved by:

James Keegan, Chief of Administration and
External Affairs

Sue Black, Parks Director

Cc: County Executive Chris Abele
George Aldrich, Chief of Staff, County Executive's Office
Terrence Cooley, Chief of Staff, County Board
Supv. Gerry Broderick, Chair, Parks, Energy & Environment Committee
Supv. Jason Haas, Vice-Chair, Parks, Energy & Environment Committee
Sarah Jankowski, Fiscal Mgt. Analyst, Admin & Fiscal Affairs/DAS
Linda Durham, Parks, Energy & Environment Committee Clerk
Glenn Bultman, Research Analyst, County Board

MILWAUKEE COUNTY FISCAL NOTE FORM

DATE: July 5, 2011

Original Fiscal Note

Substitute Fiscal Note

SUBJECT: The Parks Director is Seeking Authorization to Submit a 2011 Recreational Boating Facilities Grant Application.

FISCAL EFFECT:

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

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

	Expenditure or Revenue Category	Current Year	Subsequent Year
Operating Budget	Expenditure		
	Revenue		
	Net Cost		
Capital Improvement Budget	Expenditure		266,250
	Revenue		133,125
	Net Cost		133,125

DESCRIPTION OF FISCAL EFFECT

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

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

A. The Parks Director is seeking authorization to submit a State of Wisconsin 2011 Recreational Boating Facilities Program (RBF) grant application, which is funded on a 1:1 cost share basis.

B. DPRC estimates that it will cost \$266,250 to implement planned improvements to the boat launch piers at McKinley Park, South Shore Park and Bender Park that will ensure a more safe and pleasurable boating experience for users. Accordingly, the State of Wisconsin and Milwaukee County would each be responsible for \$133,125 or 50% of the total project cost.

C. No Impact.

D. None.

Department/Prepared By Bill Waldron

Authorized Signature _____

Did DAS-Fiscal Staff Review? Yes No

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

1
2
3
4 (ITEM NO.) From the Director, Department of Parks, Recreation and Culture, seeking
5 authorization to submit 2011 State of Wisconsin Recreational Boating Facilities Program
6 grant application, by recommending adoption of the following:
7

8 **A RESOLUTION**
9

10 WHEREAS, the State of Wisconsin Recreational Boating Facilities Program (RBF)
11 encourages the development of recreational boating facilities and related activities by
12 providing state cost sharing assistance to governmental units and qualified lake
13 associations; and
14

15 WHEREAS, the RBF is administered by the Wisconsin Department of Natural
16 Resources and supervised by the Wisconsin Waterways Commission, with projects
17 typically being funded on 1:1 cost share basis; and
18

19 WHEREAS, the Department of Parks, Recreation and Culture (DPRC) is seeking
20 authorization to submit an RBF grant application for the modification and replacement of
21 the boat launch piers at McKinley Park, South Shore Park and at Bender Park; and
22

23 WHEREAS, the piers have deteriorated to the point where safety, usability and
24 customer satisfaction have all been compromised; and
25

26 WHEREAS, DPRC has extended the life of the piers by spending \$25,000 to
27 \$50,000 per year in repairs, but the deterioration has reached the point where they can no
28 longer fully perform the functions for which they were intended; and
29

30 WHEREAS, DPRC estimates that it will cost \$266,250 to implement planned
31 improvements to the boat launch piers at McKinley Park, South Shore Park and Bender
32 Park that will ensure a more safe and pleasurable boating experience for users; and
33

34 WHEREAS, the State of Wisconsin and Milwaukee County would each be
35 responsible for \$133,125 or 50% of the total project cost; and
36

37 WHEREAS, the Parks Director respectfully recommends that appropriate staff be
38 authorized to submit a 2011 RBF grant application; now, therefore,
39

40 BE IT RESOLVED, that the Milwaukee County Board of Supervisors does hereby
41 authorize the Parks Director to submit a 2011 RBF grant application.

CHRIS ABELE, MILWAUKEE COUNTY EXECUTIVE
SUE BLACK, DIRECTOR OF PARKS, RECREATION AND CULTURE

Date: July 15, 2011
To: Chairman Lee Holloway, Milwaukee County Board of Supervisors
From: Sue Black, Director, Department of Parks, Recreation and Culture
Subject: **Grant Funding for the Estabrook Dam – ACTION**

POLICY

The Department of Parks, Recreation and Culture (DPRC) is seeking authorization to submit grant applications for the Estabrook Dam.

BACKGROUND

On July 28, 2009, DPRC received an order from the Wisconsin Department of Natural Resources to abandon or repair the Estabrook Dam.

RECOMMENDATION

The Parks Director respectfully recommends that the department be authorized to submit grant applications for the Estabrook Dam.

Prepared by: Paul Kuglitsch, Contract Services Officer

Recommended by:

Approved by:

James Keegan, Chief of Administration and
External Affairs

Sue Black, Parks Director

Cc: County Executive Chris Abele
George Aldrich, Chief of Staff, County Executive's Office
Terrence Cooley, Chief of Staff, County Board
Supv. Gerry Broderick, Chair, Parks, Energy & Environment Committee
Supv. Jason Haas, Vice-Chair, Parks, Energy & Environment Committee
Sarah Jankowski, Fiscal Mgt. Analyst, Admin & Fiscal Affairs/DAS
Linda Durham, Parks, Energy & Environment Committee Clerk
Glenn Bultman, Research Analyst, County Board

MILWAUKEE COUNTY FISCAL NOTE FORM

DATE: July 11, 2011

Original Fiscal Note

Substitute Fiscal Note

SUBJECT: The Parks Director is Seeking Authorization to Submit Grant Applications for the Estabrook Dam

FISCAL EFFECT:

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

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

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

DESCRIPTION OF FISCAL EFFECT

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

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

A. The Parks Director is seeking authorization to submit grant applications for the Estabrook Dam.

B. Undetermined at this time.

C. No Impact.

D. None.

Department/Prepared By Paul Kuglitsch/DPRC

Authorized Signature _____

Did DAS-Fiscal Staff Review? Yes No

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

1
2
3
4
5
6
7
8
9
10
11
12
13
14
15
16
17
18

(ITEM NO.) From the Director, Department of Parks, Recreation and Culture, seeking authorization to submit grant applications for the Estabrook Dam, by recommending adoption of the following:

A RESOLUTION

WHEREAS, on July 28, 2009, the Milwaukee County Department of Parks, Recreation and Culture (DPRC) received an order from the Wisconsin Department of Natural Resources to abandon or repair the Estabrook Dam; now, therefore,

BE IT RESOLVED, that the Milwaukee County Board of Supervisors does hereby authorize the Parks Director to submit grant applications for the Estabrook Dam.

CHRIS ABELE, MILWAUKEE COUNTY EXECUTIVE
SUE BLACK, DIRECTOR OF PARKS, RECREATION AND CULTURE

Date: July 15, 2011

To: Chairman Lee Holloway, Milwaukee County Board of Supervisors

From: Sue Black, Director, Department of Parks, Recreation and Culture

Subject: Authorization to Submit a North American Wetlands Conservation Act United States Grant Application – ACTION

POLICY

The Department of Parks, Recreation and Culture (DPRC) is seeking authorization to submit a United States North American Wetlands Conservation Act (NAWCA) grant application.

BACKGROUND

NAWCA encourages the development of projects designed to conserve wetlands, and wetland-dependent fish and wildlife. The grant program goal is to demonstrate a connection between wetland and habitat enhancements and benefits. Grants are available in amounts ranging from \$75,000 to \$1,000,000. Projects may be designed in phases, and must be supported by a four year plan of action to monitor and track results. Projects typically are funded on 1:1 cost share basis.

Proposals are reviewed and selected by the North American Wetlands Conservation Council. Proposals received in July, 2011 will be considered by the Council in December, 2011, with approval of grants in March, 2012.

DPRC is seeking authorization to submit a NAWCA grant application for the enhancement and improvement of a Milwaukee County-owned portion of the Menomonee River Parkway, located near Hartung Park. The current site includes a lagoon that is in need of dredging and improvement, an upland area, and floodplain and mowed grass areas. The conversion of the lagoon to a wetland complex, along with the creation of additional wetlands, trails, overlook, stormwater management features and educational signage, will be an asset to the County, Metropolitan Milwaukee Sewerage District (MMSD), city of Milwaukee and city of Wauwatosa.

Preliminary estimates for the construction of the project are \$500,000 to \$750,000. Cost sharing for the project will be from MMSD, the city of Milwaukee, and the city of Wauwatosa.

Milwaukee County's contribution to the project will the value of land management staff to design and implement the upland habitat zones, wetland establishment and enhancements, and required

regulatory permitting. Staff will also perform the four year monitoring activities and reports. The value of these services is estimated at \$75,000.

RECOMMENDATION

The Parks Director respectfully recommends that appropriate staff be authorized to submit a 2011 NAWCA Program grant application for improvements to the Menomonee River Parkway project site.

Prepared by: David P. Burch – Chief of Planning and Development

Recommended by:

Approved by:

James Keegan, Chief of Administration and
External Affairs

Sue Black, Parks Director

Cc: County Executive Chris Abele
George Aldrich, Chief of Staff, County Executive's Office
Terrence Cooley, Chief of Staff, County Board
Supv. Gerry Broderick, Chair, Parks, Energy & Environment Committee
Supv. Jason Haas, Vice-Chair, Parks, Energy & Environment Committee
Sarah Jankowski, Fiscal Mgt. Analyst, Admin & Fiscal Affairs/DAS
Linda Durham, Parks, Energy & Environment Committee Clerk
Glenn Bultman, Research Analyst, County Board

MILWAUKEE COUNTY FISCAL NOTE FORM

DATE: July 12, 2011

Original Fiscal Note

Substitute Fiscal Note

SUBJECT: The Parks Director is Seeking Authorization to Submit a 2011 North American Wetland Conservation Act Grant Application.

FISCAL EFFECT:

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

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

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

DESCRIPTION OF FISCAL EFFECT

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

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

A. The Parks Director is seeking authorization to submit a North American Wetlands Conservation Act grant application, which is funded on a 1:1 cost share basis.

B. DPRC estimates that it will cost up to \$750,000 to implement planned improvements to the Menomonee River Parkway project site to create and enhance wetlands and habitat along the Menomonee River. Accordingly, Milwaukee County would be responsible for \$75,000 value of staff services, or 10% of the total project cost.

C. No Impact.

D. None.

Department/Prepared By David P.Burch, RLA

Authorized Signature _____

Did DAS-Fiscal Staff Review? Yes No

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

1
2
3
4 (ITEM NO.) From the Director, Department of Parks, Recreation and Culture, seeking
5 authorization to submit 2011 North American Wetlands Conservation Act grant
6 application, by recommending adoption of the following:
7

8 **A RESOLUTION**
9

10 WHEREAS, the North American Wetlands Conservation Act (NAWCA) encourages
11 the acquisition and development of lands for wetland creation and enhancement, and the
12 development of wetland-dependent habitat by providing federal cost sharing assistance to
13 governmental units and qualified associations; and
14

15 WHEREAS, the NAWCA is administered by the North American Wetlands
16 Conservation Council, with projects typically being funded on 1:1 cost share basis; and
17

18 WHEREAS, the Department of Parks, Recreation and Culture (DPRC) is seeking
19 authorization to submit a NAWCA grant application for the creation and enhancement of
20 wetlands and habitat on the Menomonee River Parkway; and
21

22 WHEREAS, the site has an existing lagoon and soils capable of supporting created
23 and enhanced wetlands and some upland habitat; and the site has potential for increased
24 natural land management activities; and
25

26 WHEREAS, DPRC estimates that it will cost up to \$750,000 to implement the
27 planned improvements to the Menomonee River Parkway project site; and
28

29 WHEREAS, Milwaukee County would be responsible for \$75,000 value of staff
30 services as its share of the funding grant match, with the balance of the match coming from
31 project partners; and
32

33 WHEREAS, the Parks Director respectfully recommends that appropriate staff be
34 authorized to submit a 2011 NAWCA grant application; now, therefore,
35

36 BE IT RESOLVED, that the Milwaukee County Board of Supervisors does hereby
37 authorize the Parks Director to submit a 2011 NAWCA grant application.
38
39
40

CHRIS ABELE, MILWAUKEE COUNTY EXECUTIVE
SUE BLACK, DIRECTOR OF PARKS, RECREATION AND CULTURE

Date: July 15, 2011
To: Gerry Broderick, Chair, Parks, Energy and Environment Committee
From: Sue Black, Director, Department of Parks, Recreation and Culture
Subject: **ATT Cell Phone Tower Veteran's Park – INFORMATIONAL**

ISSUE

ATT Cell Phone Tower to be located in Veteran's Park.

BACKGROUND

On June 6, 2011, Matt Collins of Collins Wireless Management (Collins), representing AT&T contacted the Department of Parks, Recreation and Culture (DPRC) to discuss the possibility of locating a new communications facility along the lakefront in the area of Veteran's Park.

On June 24 DPRC staff met with Collins at Veteran's Park. The team reviewed potential sites, including the current restroom-shelter building, and the area around the existing parking area. Collins seemed very interested in this particular site. The current restroom-shelter building was planned to undergo a restroom remodeling project this year. In the design process, it was discovered that improvements were also needed for the roof, shelter support beams and columns, and the facade. At the same time the cost estimates rose above the budgeted amount of funding, DPRC staff was approached with this opportunity, one that could be leveraged into a new building at this prominent park location.

The proposed building would include new accessible restrooms, and double winged shelter to offer increased reservation opportunities, concession serving area, mechanical room, communications equipment room and storage. The double winged shelter will take advantage of beautiful lake views to the northeast and southeast. The stealth facility would be in a nautical mast theme, to complement this site, adjacent to the marina. Collins and AT&T are in the process of providing illustrative renderings of the proposed project, along with sample lease agreements for our review. DPRC expect to receive this information from Collins the week of July 5.

RECOMMENDATION

No action requested. Informational item unless further action required.

Prepared by: Paul Kuglitsch, Contract Services Officer

Recommended by:

Approved by:

James Keegan, Chief of Administration and
External Affairs

Sue Black, Parks Director

Cc: County Executive Chris Abele
George Aldrich, Chief of Staff, County Executive's Office
Terrence Cooley, Chief of Staff, County Board
Supv. Jason Haas, Vice-Chair, Parks, Energy & Environment Committee
Sarah Jankowski, Fiscal Mgt. Analyst, Admin & Fiscal Affairs/DAS
Linda Durham, Parks, Energy & Environment Committee Clerk
Glenn Bultman, Research Analyst, County Board

CHRIS ABELE, MILWAUKEE COUNTY EXECUTIVE
SUE BLACK, DIRECTOR OF PARKS, RECREATION AND CULTURE

Date: July 15, 2011
To: Gerry Broderick, Chair, Parks, Energy and Environment Committee
From: Sue Black, Director, Department of Parks, Recreation and Culture
Subject: **Lake Park Performance Structure – INFORMATIONAL**

ISSUE

Lake Park Performance Structure (Performance Structure).

BACKGROUND

On September 24, 2009, the Milwaukee County Board of Supervisors (Board) adopted Resolution File No. 09-363 authorizing the Director, Department of Parks, Recreation and Culture (DPRC), the Department of Transportation and Public Works, the Department of Administrative Services, Corporation Counsel and Risk Management staff to prepare, review, approve and process all documents and perform those actions required to accept improvements to be constructed by the Lake Park Friends (Friends) and donated to the County. The Performance Structure is one of those improvements.

As conditions of approval, the Friends were required to secure the funding necessary to construct the Performance Structure and present to the Parks, Energy and Environment Committee the Performance Structure's design plans. Through the generosity of one donor who contributed \$100,000 towards construction, and through a series of capital campaigns undertaken by the Friends, the Friends have raised all the money necessary to build the facility. Furthermore, attached to this report please find the Performance Structure design plans for committee review.

RECOMMENDATION

No action requested. Informational item unless further action required.

Prepared by: Paul Kuglitsch, Contract Services Officer

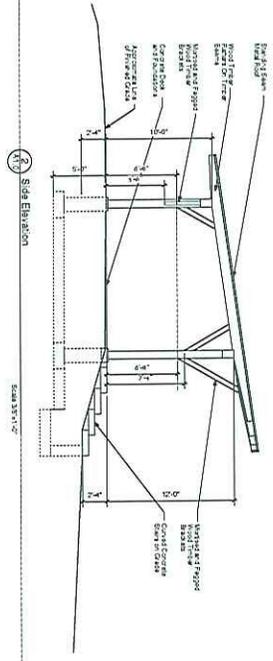
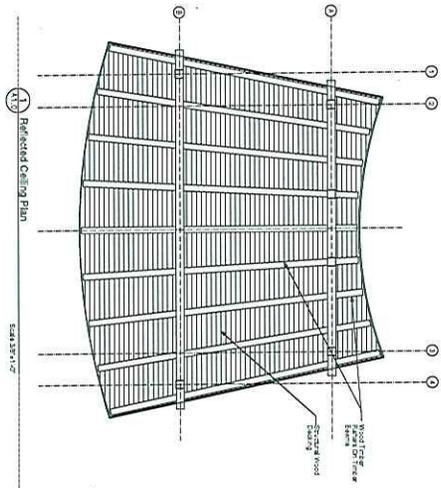
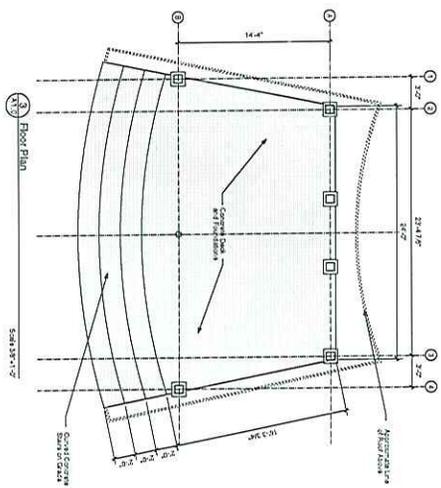
Recommended by:

Approved by:

James Keegan, Chief of Administration and
External Affairs

Sue Black, Parks Director

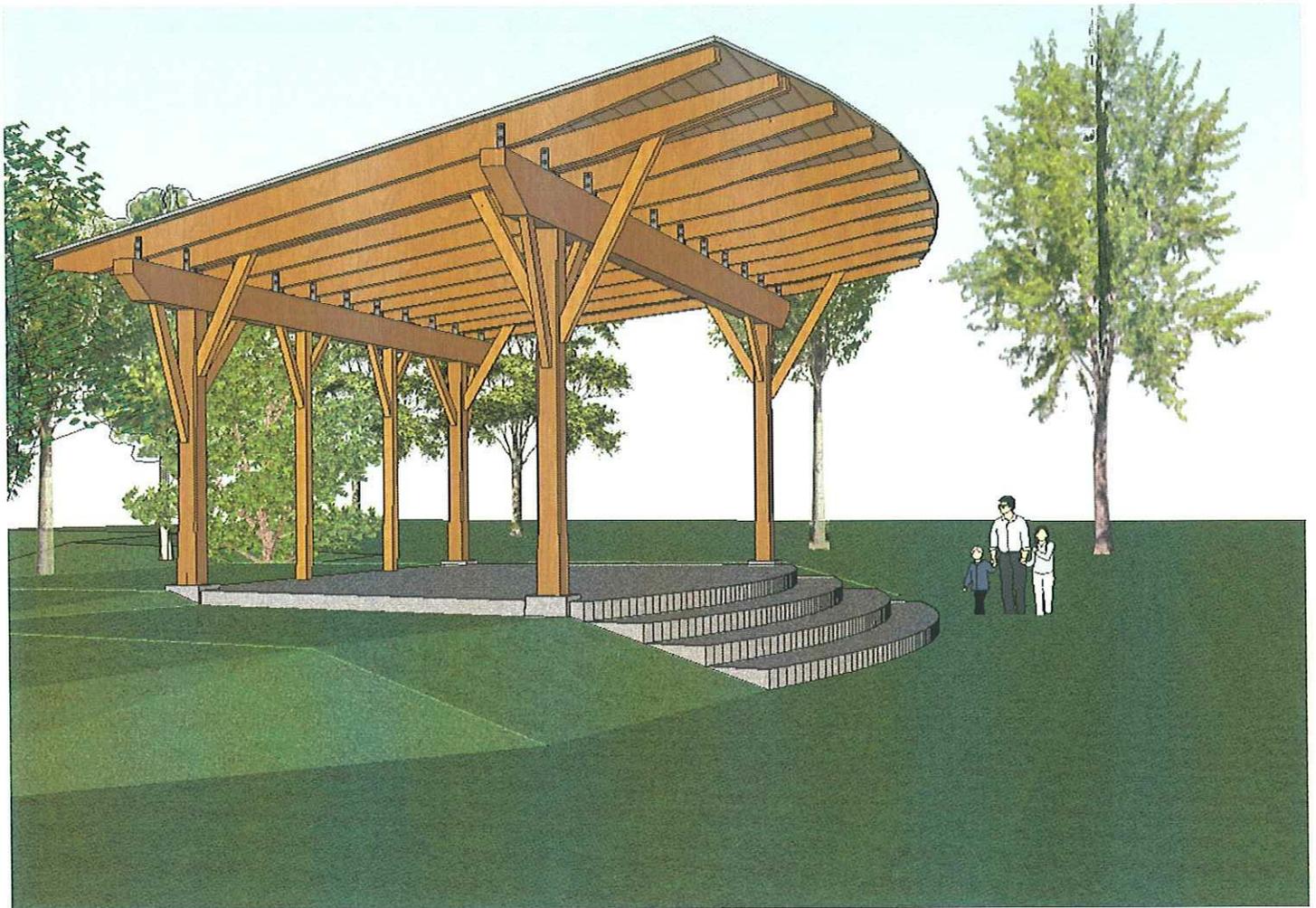
Cc: County Executive Chris Abele
George Aldrich, Chief of Staff, County Executive's Office
Terrence Cooley, Chief of Staff, County Board
Supv. Jason Haas, Vice-Chair, Parks, Energy & Environment Committee
Sarah Jankowski, Fiscal Mgt. Analyst, Admin & Fiscal Affairs/DAS
Linda Durham, Parks, Energy & Environment Committee Clerk
Glenn Bultman, Research Analyst, County Board



Preliminary

A1.1





CHRIS ABELE, MILWAUKEE COUNTY EXECUTIVE
SUE BLACK, DIRECTOR OF PARKS, RECREATION AND CULTURE

Date: July 15, 2011
To: Gerry Broderick, Chair, Parks, Energy and Environment Committee
From: Sue Black, Director, Department of Parks, Recreation and Culture
Subject: **Milwaukee Rotary Centennial Arboretum – INFORMATIONAL**

ISSUE

Milwaukee Rotary Centennial Arboretum (MRCA).

BACKGROUND

Verbal report summarizing the progress of the collaborative effort between the Department of Parks, Recreation and Culture (DPRC), the Urban Ecology Center, Inc. (UEC), the River Revitalization Foundation, Inc. (RFF), the Milwaukee Urban River Foundation (MURF), and the Rotary Club of Milwaukee, Inc. (Rotary) to create MRCA along the east side of the Milwaukee River between Locust Street and North Avenue in the city of Milwaukee. DPRC expects to return in the September cycle to request that the Milwaukee County Board of Supervisors formally endorse the project and authorize DPRC and appropriate County Departments to execute the documents necessary to implement the project.

RECOMMENDATION

No action requested. Informational item unless further action required.

Prepared by: Paul Kuglitsch, Contract Services Officer

Recommended by:

Approved by:

James Keegan, Chief of Administration and
External Affairs

Sue Black, Parks Director

Cc: County Executive Chris Abele
George Aldrich, Chief of Staff, County Executive's Office
Terrence Cooley, Chief of Staff, County Board
Supv. Jason Haas, Vice-Chair, Parks, Energy & Environment Committee

Sarah Jankowski, Fiscal Mgt. Analyst, Admin & Fiscal Affairs/DAS
Linda Durham, Parks, Energy & Environment Committee Clerk
Glenn Bultman, Research Analyst, County Board

June 13, 2012

Milwaukee County Executive Chris Abele
Milwaukee County Courthouse
901 N. 9th Street, Room 306
Milwaukee, WI 53233

Dear Chris,

First, congratulations on your recent election as Milwaukee County Executive. Certainly our community has a great need for strong leadership and the Rotary Club of Milwaukee will do its best to support you as we can. We appreciate your willingness to spend a few minutes with our Board on Tuesday after your talk at our lunch meeting. There are two topics of special interest to us that we would like to discuss: the Milwaukee Rotary Centennial Arboretum and the Great Johnsons Park initiative.

Milwaukee Rotary Centennial Arboretum

As a long time member and past chair of the River Revitalization Foundation (RRF) and a citizen committed to protecting and restoring our natural resources, you have supported the development of the Milwaukee Rotary Centennial Arboretum (MRCA)—a collaboration with the County, the Urban Ecology Center, RRF, Pieter Godfrey, the Milwaukee Urban River Foundation and Rotary.

As you know, the intention is to develop this arboretum and then give the land to the Milwaukee County Park System. The County has been an active participant in our planning and we are grateful for the unwavering support and assistance from Sue Black, Kevin Haley, Guy Smith, Ramsey Radakovich and others. Ramsey is an integral member of the MRCA task force.

The tragic loss of our good friend and partner, Pieter Godfrey, will likely impact the timeline for development of the Arboretum. However, for our purposes today, let's assume that we will open the Arboretum as planned in September, 2013. To do this, timely action by Milwaukee County is necessary. Specifically Milwaukee County:

- Must agree to accept title to the Arboretum property in advance of the application for a Knowles –Nelson Stewardship grant which we plan to submit by May 1, 2012. The property would be turned over the Milwaukee County at a later date once work is complete and the land has been certified as meeting environmental requirements.
- Must agree in concept to a long range maintenance plan for the Arboretum. (We envision developing an agreement similar to the one that exists today between the Urban Ecology Center and the County regarding maintenance of Riverside Park.)

As a first step, Milwaukee County Park staff has been working with the Urban Ecology Center to put this issue on the agenda of the July meeting of the Milwaukee County Board's Parks, Energy and Environment Committee. Eventually, action will be required by the full Board and the County Executive.

750 N. Lincoln Memorial Drive, Suite 320, Milwaukee, Wisconsin 53202
(414) 276-4425 • fax (414) 276-0225 • email: info@milwaukeeerotary.com

The passing of Pieter will add to the complexity of the project. But we cannot forget that the Arboretum was an essential piece of Pieter's vision for the Milwaukee River corridor. Chris, we hope that we can look to you and your staff for leadership and guidance to insure the completion of Pieter's dream.

Today the Rotary Club of Milwaukee remains committed to seizing this opportunity to convert old industrial land along the revitalized Milwaukee River into a natural jewel for the community -- a living forest classroom that our grandchildren will be able to enjoy and share with their grandchildren for many generations to come.

Greater Johnsons Park and Brown Street Academy

We would like to bring it to your attention that when we chose the Arboretum as our centennial project, we also made a commitment to the Greater Johnsons Park initiative, located in the vicinity of Fond du Lac Avenue and Brown. A 2002 Public Policy Study rated Johnsons Park as the least desirable of all the parks in our county—in an area very under served with green space. The Johnsons Park project is a critical element of a larger scale transformation taking place across the community and Rotary is honored to have the opportunity to participate.

We continue to be involved and have seen significant progress in several areas. Alice's Garden, created on county land, recently won a MANDI award for "the creation or use of public space that contributes significantly to the overall well-being of the community." If you were to drive by today, you would likely see gardeners tending their plots. It is quite a sight.

We were directly involved in restoring the Brown Street Academy playground, including the creation of the first Nature Explore classroom in the state of Wisconsin. It shows great promise. We continue to work toward an accumulation of funds to complete that schoolyard, after which we plan to focus more on the balance of the Johnson's Park grounds.

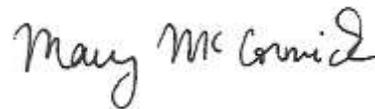
We are grateful for the help we've already had from the County (for example, moving the berms), but there's a great deal left to be done in this long-neglected area of Milwaukee. It would be a travesty if the entire Greater Johnson's Park project wasn't completed.

Sincerely,



Joe Caruso
President 2010-11

Jeffrey Remsik
President 2011-12



Mary McCormick
Executive Director

CHRIS ABELE, MILWAUKEE COUNTY EXECUTIVE
SUE BLACK, DIRECTOR OF PARKS, RECREATION AND CULTURE

Date: July 15, 2011

To: Gerry Broderick, Chair, Parks, Energy and Environment Committee

From: Sue Black, Director, Department of Parks, Recreation and Culture

Subject: Update on the Neighborhood Improvement District for Cathedral Square Park and Juneau Park – INFORMATIONAL

ISSUE

The East Town Association, Inc. (East Town) and the Friends of Juneau Park (Friends) are collaborating to create a Neighborhood Improvement District (NID) in an effort to redevelop and provide ongoing maintenance of Cathedral Square Park and Juneau Park.

BACKGROUND

Verbal report summarizing the public comments received at three (3) public hearings held by East Town and the Friends.

At the June 2011 Parks, Energy and Environment Committee meeting, the Department of Parks, Recreation and Culture (DPRC), East Town, and the Friends presented to the committee an informational report regarding the possible creation of a Neighborhood Improvement District (NID) dedicated to the redevelopment and ongoing maintenance of Cathedral Square Park and Juneau Park. Since that meeting, East Town and the Friends have held two (2) public hearings to present their ideas and gather comments from area residents and businesses who would be affected by the NID's creation. The first meeting was held on Tuesday, June 28, in the Miller Room at the O'Donnell Park Pavilion, and the second meeting was held on Wednesday, June 29, in the lobby of Madison Medical Affiliates. A third meeting is scheduled for Wednesday, July 6, at the offices of East Town.

RECOMMENDATION

No action requested. Informational item unless further action required.

Prepared by: Paul Kuglitsch, Contract Services Officer

Recommended by:

Approved by:

James Keegan, Chief of Administration and
External Affairs

Sue Black, Parks Director

Cc: County Executive Chris Abele
George Aldrich, Chief of Staff, County Executive's Office
Terrence Cooley, Chief of Staff, County Board
Supv. Jason Haas, Vice-Chair, Parks, Energy & Environment Committee
Sarah Jankowski, Fiscal Mgt. Analyst, Admin & Fiscal Affairs/DAS
Linda Durham, Parks, Energy & Environment Committee Clerk
Glenn Bultman, Research Analyst, County Board
Kate Borders, Executive Director, East Town Association
Lisa Hatch, President, Friends of Juneau Park

DATE: July 15, 2011

TO: Supervisor Gerry Broderick
Chairman, Hon. Committee on Parks, Energy and Environment

FROM: John E. Schapekahm, Principal Assistant Corporation Counsel

SUBJECT: Referral, File INF 11-265, Possible Neighborhood Improvement District
for Cathedral Square Park and Juneau Park

At the June 14 meeting of the Committee on Parks, Energy and Environment the Parks Department presented for information purposes a “Possible Neighborhood Improvement District for Cathedral Square Park and Juneau Park,” File INF 11-265. Following the presentation, the matter was referred to Corporation Counsel. The exact nature of the referral inquiry is unclear.

It is my understanding, from the June 14 Committee Packet, that East Town Association, Inc. (East Town) and the Friends of Juneau Park (Friends) are collaborating to create a Neighborhood Improvement District (NID) in an effort to redevelop and improve maintenance of Cathedral Square Park and Juneau Park. To accomplish this, East Town and the Friends want to enter into a **long-term lease** [emphasis added] with the NID for Cathedral Square Park and Juneau Park.

A difficulty with the proposal arises with the request by East Town and the Friends for the County and the NID entering into a **long-term lease** of Cathedral Square Park and Juneau Park. This difficulty is the result of deed restrictions on Cathedral Square Park and Juneau Park.

The City of Milwaukee conveyed to Milwaukee County, by quitclaim deeds, half Cathedral Square Park in 1936, and, all of Juneau Park in 1991.

The 1936 Cathedral Square Park quitclaim deed to Milwaukee County provided in pertinent part that:

The above described premises are sold and conveyed upon the further express condition that such premises shall be used for such purpose as municipal public park grounds are generally used, and upon further condition that [Milwaukee County] will maintain said premises forever for such purposes and will **never alien or convey** said lands to any private person or to any municipal corporation... [emphasis added]

Similarly, the 1991 Juneau Park quitclaim deed to Milwaukee County provided in pertinent part that:

The above described premises are sold and conveyed upon the further express condition that the same shall be used forever solely and exclusively as a public park, amusement and recreation grounds ... and upon further condition that [Milwaukee County] will maintain said premises forever for such purposes and will **never alien or convey** said lands to any private person or to any municipal corporation... [emphasis added]

Chapter 706 of the Wisconsin Statutes governs “**Conveyances** of Real Property...” [emphasis added]. Wis. Stat. § 706.001 “Scope and construction” provides in pertinent part:

- (1) ... this chapter shall govern every transaction by which any interest in land is created, aliened, mortgaged, assigned or may be otherwise affected in law or in equity.
- (2) Excluded from the operation of this chapter are transactions, which an interest in land is affected:

...

- (c) By lease for a term limited to **one year** or less; [emphasis added]

Thus, by statutory definition, a lease (or other alienation) for a term exceeding one year's duration is a "conveyance" or "alienation." Accordingly, the NID's **long-term lease** of Cathedral Square Park and Juneau Park, as contemplated by East Town and Friends, would constitute a "conveyance" or "alienation." Chapter 706 of the Wisconsin Statutes, and Wis. Stat. § 706.001. Such a "conveyance" or "alienation" would violate the City of Milwaukee quitclaim deed restrictions and cause a reversion of title to Cathedral Square Park and Juneau Park back to the City of Milwaukee.

Respectfully submitted,

JOHN E. SCHAPEKAHM
Principal Assistant Corporation Counsel