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A RESOLUTION

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Renaming the green space area of Carver Park that is north of Brown Street, the
James W. Beckum Park in honor of the founder of the Beckum-Stapleton Little
League baseball program and local community leader

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8 WHEREAS, James W. Beckum is a well-respected community figure who has
9 served Milwaukee County youth by founding and maintaining the Beckum-Stapleton
10 Little League, which is the longest running baseball league for African-American
11 children in the United States; and

12

13 WHEREAS, Mr. Beckum started his baseball career in 1950 with the Negro
14 Leagues as well as in the Milwaukee County adult leagues, and after serving in the
15 military returned to baseball to play for the East St. Louis Giants from 1954 to 1956;
and

16

17 WHEREAS, Mr. Beckum established his first Little League teams in 1964 with
18 the sponsorship of Milwaukee County's Greater Galilee Baptist Church, New Hope
19 Baptist Church, Incarnation Lutheran Church, St. Mark's AME Church, and
20 Metropolitan Missionary Baptist Church and the Barbershop Association in 1965;
and

21

22 WHEREAS, the Beckum Little League merged with the Stapleton League in
23 1965, and the Beckum-Stapleton Little League received its first charter from the
International Little League in 1965 in Williamsport, Pennsylvania; and

24

25 WHEREAS, the Beckum-Stapleton Little League played their games all over
26 the north side of Milwaukee County in various parks, until former County Supervisor
27 Clinton Rose assisted in establishing Carver Park as the official home park for the
league; and

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29 WHEREAS, Carver Park continued to expand and evolve with the inclusion
30 of better baseball and tee ball fields, an indoor training facility, and a field with a
minor league pitching machine; and

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32 WHEREAS, the Beckum-Stapleton Little League demonstrated a commitment
33 to inclusiveness and community involvement by establishing the Beckum-Stapleton
34 Woman's Auxiliary group to help promote the league by organizing various events
and fundraising activities; and

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36 WHEREAS, Mr. Beckum was recognized for his efforts by the State of
37 Wisconsin declaring February 21, 2004 as James W. Beckum Day because of his
38 hugely positive impact in the community for keeping hundreds of Milwaukee County
39 youth "off the streets" and getting young people involved in a constructive and
healthy activity for over 40 years; and

40 WHEREAS, Mr. Beckum has served the Beckum-Stapleton Little League and
41 Carver Park in every capacity including maintaining the cleanliness and grooming of
42 the baseball fields and repairing park structures, in addition to serving as a coach
43 and confidence-building mentor during his tenure as director of the league; and

44 WHEREAS, the community surrounding Carver Park as well as youth from all
45 over the Milwaukee area have benefited from the efforts of Mr. Beckum as he has
46 stayed true to his motto, "To promote, develop, supervise, and voluntarily assist in all
47 lawful ways, the interest of those who will participate in Little League and Softball,"
48 and

49 WHEREAS, this area of Carver Park is the appropriate location to consider
50 renaming in honor of James W. Beckum due to his continued presence as a
51 favorable community figure whose deep affiliation with Carver Park over the years
52 has given the park a positive image and perception, and made it an environment that
53 promotes structured, supervised recreation; and

54 WHEREAS, Carver Park would remain as the name for the area of the park
55 that is south of Brown Street, with respect to the townhomes, housing, and other
56 establishments in the area that retain the name Carver and use the park as a
57 directional landmark; and

58 WHEREAS, adopted Milwaukee County Resolution 75-732 requires approval
59 by the Board of Supervisors before any name be assigned to or any change in the
60 name be made to any County institution, building, or facility; now, therefore,

61 BE IT RESOLVED, that the Milwaukee County Board of Supervisors hereby
62 approves renaming the portion of Carver Park located north of Brown Street, the
63 James W. Beckum Park in honor and recognition of former Negro League player
64 and founder of the Beckum-Stapleton Little League, and authorizes and directs the
65 Director of the Department of Parks, Recreation and Culture to take all necessary
66 steps in implementing this resolution.

MILWAUKEE COUNTY FISCAL NOTE FORM

DATE: 2/27/12

Original Fiscal Note

Substitute Fiscal Note

SUBJECT: A resolution to rename the section of Carver Park that is North of Brown Street the James W. Beckum Park, in honor of respected Milwaukee County resident James W. Beckum

FISCAL EFFECT:

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

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

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

Approval of this resolution will rename a portion of Carver Park north of Brown Street is an appropriate space to rename after Mr. James W. Beckum because of his many years of dedication to the youth of Milwaukee County and the strong community ties the team has with Carver Park. The area south of Brown Street will remain as Carver Park due to its close proximity to neighborhood landmarks and housing that bear the name Carver, in which Carver Park serves as a directional landmark for that area.

The fiscal impact associated with this action will be in the range of \$450-\$550, which is the approximate cost for the new signage that would be required to identify the area as James W. Beckum Park.

Parks Administration indicates that they will identify a funding source for the new park sign within the agency's budget, although it has not yet been determined which account will be tapped into for available funds.

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

Department/Prepared By Jessica Janz-McKnight

Authorized Signature _____

Did DAS-Fiscal Staff Review? Yes No

1 By Supervisor Weishan

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A RESOLUTION

requesting the Environmental Protection Agency to audit the eligibility of a \$27.56 million federal Clean Water Fund Loan for the construction of the Ryan Creek Interceptor project

WHEREAS, the State of Wisconsin Clean Water Fund Program provides federal [Environmental Protection Agency (EPA)] and state taxpayer subsidized revolving loans to local communities to “ensure that municipalities are able to address the highest priority water quality problems,” and to “direct funds to the state’s most urgent water quality and public health needs;” and

WHEREAS, according to the program guidelines, “public sanitary sewer mains, interceptors and individual systems that exclusively serve development not in existence as of the date of the application” are ineligible to receive Clean Water Fund money; and

WHEREAS, an Intergovernmental Agreement with the Milwaukee Metropolitan Sewerage District (MMSD) would repay the City of Franklin a “purchase amount (which shall be the principal amount of Franklin’s Clean Water Loan Fund Loan, plus interest calculated using the actual interest rate, with the total amount estimated at this time to be \$41.1 million, with payments by the District commencing in 2015;” and

WHEREAS, on September 29, 2011, the Milwaukee County Board of Supervisors approved a resolution (File No. 11-551) providing for an advisory referendum on the plan by the Milwaukee Metropolitan Sewerage District to pay the City of Franklin for the costs related to building the Ryan Creek Interceptor project; and

WHEREAS, the County Executive vetoed the file, and, on December 15, 2011, the veto was sustained; and

WHEREAS, during testimony on the advisory referendum legislation, Franklin officials confirmed that the primary reason for the development of the Ryan Creek Interceptor was to foster more economic development, especially along a five miles of primarily farmland from 60th Street and Ryan Road to South 124th Street; and

WHEREAS, the Ryan Creek interceptor would ultimately provide sewer service to approximately 24 percent of the land area in the City of Franklin that is not included to the MMSD interceptor sewers and South Shore wastewater treatment plant; and

WHEREAS, the resident population of the proposed sewer expansion area is 440 people, or approximately 1.25 percent of the City’s total population of 35,451 residents; and

46 WHEREAS, by agreeing to install sewer service to an area of the City of Franklin
47 that is sparsely inhabited in order to encourage speculative development, especially in
48 light of the current economic climate, MMSD is placing a higher priority on spending its
49 limited capital improvement dollars on expansion than other much needed flood
50 mitigation and pollution control projects; and

51

52 WHEREAS, additional concerns raised, other than using the Clean Water Loan
53 fund for speculative development, include the lack of a farmland/agricultural impact
54 study and the failure to fully disclose the financial agreement the City of Franklin has
55 with MMSD in its application for the funds; and

56

57 WHEREAS, an article in the February 3, 2012, edition of the *Daily Reporter*
58 revealed that the EPA Office of the Inspector General is reviewing the Ryan Creek
59 Interceptor project and officials could recommend a formal investigation or audit; now,
60 therefore,

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62 BE IT RESOLVED, that the Milwaukee County Board of Supervisors hereby
63 urges the Environmental Protection Agency to formally audit the Ryan Creek Interceptor
64 project to ensure that the use of federal Clean Water Loan funds are being used in
65 accordance with program guidelines; and

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67 BE IT FURTHER RESOLVED, that the Director of Intergovernmental Relations is
68 authorized and directed to communicate the contents of this resolution to the
69 appropriate officials in the Environmental Protection Agency and State Departments of
70 Natural Resources and Administration that administer the grant funds on their behalf.

MILWAUKEE COUNTY FISCAL NOTE FORM

DATE: February 21, 2012

Original Fiscal Note

Substitute Fiscal Note

SUBJECT: A resolution requesting the Environmental Protection Agency to audit the eligibility of a \$27.56 million federal Clean Water Fund Loan for the construction of the Ryan Creek Interceptor project

FISCAL EFFECT:

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

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

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

DESCRIPTION OF FISCAL EFFECT

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

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

Approval of this resolution will not require an expenditure of funds, but will require staff time to communicate its contents to the designated parties.

Department/Prepared By Steve Cady, Fiscal and Budget Analyst, County Board

Authorized Signature



Did DAS-Fiscal Staff Review? Yes No

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

**COUNTY OF MILWAUKEE
INTER-OFFICE COMMUNICATION**

DATE: January 31, 2012

TO: Lee Holloway, Chairperson, Milwaukee County Board of Supervisors
Michael Mayo, Sr., Chairperson, Transportation, Public Works & Transit Committee

FROM: Patrick Farley, Director, Department of Administrative Services

SUBJECT: **2013 DATCP Staffing and Cost-share Grant for Land Conservation Activities**

POLICY

The DAS Director is requesting authorization to have the County Conservationist apply for and accept Wisconsin Department of Agriculture, Trade and Consumer Protection (DATCP) support grants for fiscal year 2013.

BACKGROUND

The Committee on Parks, Energy and Environment also serves as the Land Conservation Committee (LCC) and the Environmental Services Unit within the Architecture, Engineering & Environmental Services Section of Facilities Management, DAS serves as the Land Conservation Department (LCD). The Sustainability and Environmental Engineer serves as County Conservationist.

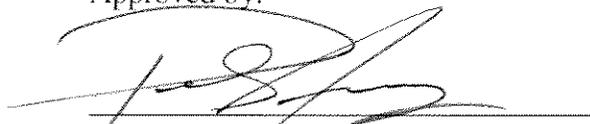
For several years Milwaukee County has received a staffing and cost share grant from DATCP to help defray the costs of the activities of the LCC and LCD. In the past these funds have been used to help pay salaries, training, travel, cost share, small activities and to defray minor Committee expenses.

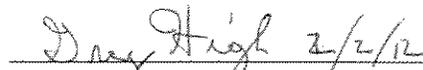
RECOMMENDATION

To foster the ongoing work of the LCC and LCD it is recommended that the DAS Director be authorized to have the County Conservationist apply for and accept the staffing and cost share grants offered by DATCP for fiscal year 2013.

Prepared by: Timothy Detzer, P.E., Environmental Engineer

Approved by:


Patrick Farley, Director
Administrative Services

 2/2/12
Greg High, Director
DAS-AE&ES

cc: Chris Abele, County Executive
Amber Moreen, Chief of Staff
Supervisor Gery Broderick, Parks, Energy & Environment Committee Chairman
Linda Durham, Parks, Energy & Environment Committee Clerk

1 From the Director of Administrative Services requesting authority to apply for and
2 accept a Wisconsin Department of Agriculture, Trade and Consumer Protection
3 support grants, by recommending adoption of the following:
4

5
6 **A RESOLUTION**
7

8 WHEREAS, the Wisconsin Department of Agriculture, Trade and
9 Consumer Protection (DATCP) has made funds available to County Land
10 Conservation Committees charged with the duties of land conservation and
11 protection; and
12

13 WHEREAS, in Milwaukee County these duties are assigned to the Parks,
14 Energy and Environment Committee and to DAS-AE & ES Section; and
15

16 WHEREAS, the purpose of these funds is to help defray the costs of the
17 activities of the Land Conservation Department and will be used to partially offset
18 the salary, training and office expenses of the County Conservationist's office
19 and implement goals identified in the updated County Land and Water Resource
20 Management Plan; now therefore
21

22 BE IT RESOLVED, that the County Board of Supervisors does hereby
23 authorize and direct the DAS Director to have the County Conservationist apply
24 for and accept a grant from the Department of Agriculture, Trade and Consumer
25 Protection for partial funding of the County Conservationist's office for the 2013
26 fiscal year.
27

MILWAUKEE COUNTY FISCAL NOTE FORM

DATE: January 31, 2012

Original Fiscal Note

Substitute Fiscal Note

SUBJECT: 2013 DATCP Staffing and Cost-share Grant for Land Conservation Activities

FISCAL EFFECT:

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

<input type="checkbox"/> Decrease Operating Expenditures

<input checked="" 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		95,000
	Revenue		95,000
	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 DAS Director is requesting authorization to have the County Conservationist apply for and accept a staffing and cost share grant from DATCP to support Milwaukee County Land Conservation activities in 2013. The grant will be for \$95,000; \$75,000 to support staff expenses and \$20,000 to support cost share opportunities which help the County meet its conservation objectives as stated in the updated LWRMP.

B. This action will not affect the current budget year. The grant would be used to offset staffing costs of the Land Conservation Department in 2013.

C. This action will not affect the current budget year.

D. The grant amount was assumed based on past grants. An application will be filled out, if approved, and the Department of Agriculture, Trade and Consumer protection will determine the exact grant amount.

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

Department/Prepared By Tim Detzer, P.E., Environmental Engineer

Approved by:

Patrick Farley, Director
Dept. of Administrative Services

Greg High, Director
DAS-AE&ES

Did DAS-Fiscal Staff Review?

Yes

No

Reviewed With:

**COUNTY OF MILWAUKEE
INTER-OFFICE COMMUNICATION**

DATE: February 2, 2012

TO: Supervisor Lee Holloway, Chairperson, County Board of Supervisors
Michael Mayo, Sr., Chairperson, Transportation, Public Works & Transit Committee

FROM: Patrick Farley, Director, Department of Administrative Services

SUBJECT: **Milwaukee Milwaukee County Doyne Park and Franklin Landfills
Request Authority to Extend Contracts for the Operation and Maintenance Of
Landfill Gas Systems**

POLICY

The Director of the Department of Administrative Services (DAS) requests authority to extend professional service contracts for the operation and maintenance of the landfill gas control systems at Doyne Park and Franklin Landfill (Crystal Ridge).

BACKGROUND

Milwaukee County owns a closed landfill located in the City of Franklin on County parkland. A portion of the site is being leased for use as a ski hill (Crystal Ridge). Milwaukee County also owns another closed landfill located under what is now Doyne Park. The landfills were closed in 1981 and 1976, respectively, but continue to generate landfill gas, which is potentially explosive under certain conditions. Concerns over the migration of landfill gas from these landfills into adjacent residential areas prompted the County to undertake investigations and ultimately the installation of landfill gas migration control systems in the late 1990's. Construction of the Doyne Park system was performed in cooperation with the City of Milwaukee, who now shares the cost of operation of that system.

The County now operates the gas migration control systems at both sites and monitors groundwater quality and leachate levels at the Franklin site to stay in compliance with Wisconsin Department of Natural Resources (DNR) requirements. Since 1999, Milwaukee County DAS has contracted for the service of maintenance and testing of the landfill gas control systems on an annual contract basis. Recognizing the economies of scale associated with the work, a single firm has been contracted to perform the work at both sites. Two contracts (one for each site), however, are required to simplify cost-sharing of the Doyne Park system with the City of Milwaukee.

In December of 2010, the County received proposals from four (4) firms to perform operation and maintenance of the landfill gas control system and to conduct routine groundwater monitoring and leachate disposal. Milwaukee County awarded a contract

for operation and maintenance for the year ending December 31, 2011 to BT Squared for a not-to-exceed sum of \$49,276 for the Franklin Landfill and \$27,271 for the Doyne Park landfill.

The current agreement provides that the County may extend the agreements for two additional one year periods if the consultant requests an extension and the request is approved by the County. SCS BT Squared (formerly BT Squared) has performed its work well and has been very responsive to problems at both landfill sites. Per the request of the DAS, SCS BT Squared has submitted a proposal for extension of the agreement to continue the operation and maintenance from January 1, 2012 through December 31, 2012 with the possibility to extend one more year through December 31, 2013. The proposal's combined costs are typical to past costs to maintain the landfill systems.

Included is an approved DBE participation plan.

RECOMMENDATION

The Director of DAS recommends and requests that DAS be authorized to enter into a contract amendment with SCS BT Squared (formerly BT Squared) for Operation and Maintenance for the one year period beginning January 1, 2012 with the possibility to extend one more year through December 31, 2013 if the consultant performs adequately. The combined costs for proposals for the Franklin Landfill and Doyne Park landfill will be \$290,000.00 or less.

Prepared by: Sean Hayes, PE, Environmental Engineer

Approved by:


Patrick Farley, Director
Department of Administrative Services


Greg High, Director
DAS-AE&ES

cc: County Executive Chris Abele
Amber Moreen, Chief of Staff, County Executive's Office
Supervisor Gerry Broderick, Parks, Energy & Environment Committee
Linda Durham, Committee Clerk, Parks, Energy & Environment Committee
Chairman

1 From the Committee on Parks, Energy & Environment

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File No. *
(Journal, *)

(ITEM NO.) From the Director of Administrative Services requesting authority to extend the contract for the operation and maintenance of the remediation systems at the Franklin and Doyne Park landfills.

A RESOLUTION

WHEREAS, Milwaukee County owns a former landfill in the City of Franklin that was closed in 1981, and a former landfill under what is now Doyne Park that was closed in 1976; and

WHEREAS, the former landfill sites presented environmental and public health concerns due to their generation of landfill gas and leachate; and

WHEREAS, the Wisconsin Department of Natural Resources required Milwaukee County to install, operate and maintain landfill gas control systems at the former landfill sites in order to comply with chs. NR500 to 520 Wis. Adm. Code; and

WHEREAS, the County Board, in late 1996, authorized construction of the gas collection and venting system for the Doyne Park landfill and, in early 1997, authorized construction of the gas collection and flare system, landfill cap and vegetative cover for the Franklin landfill; and

WHEREAS, Milwaukee County has continued to effectively operate and maintain the gas control systems since 1998 with the assistance of professional service contractors; and

WHEREAS, in January of 2011, Milwaukee County selected SCS BT Squared through the Request for Proposal process from a field of four (4) firms as being the most capable of performing the operation and maintenance (O&M) functions at both the Franklin Landfill and Doyne Park Landfill for one year ending December 31, 2011; and

WHEREAS, the contract provides for two one-year extensions if the services were performed adequately; and

WHEREAS, BT Squared (now SCS BT Squared) has satisfactorily performed their O&M activities for the year ending December 31, 2011; and

45 WHEREAS, at its March, 2012 meeting, the Committee on Parks, Energy
46 and Environment recommended approval of the said request; now, therefore,
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48 BE IT RESOLVED, that the Milwaukee County Board of Supervisors hereby
49 authorizes the Director of Administrative Services Works to extend the existing
50 contract with SCS BT Squared to operate and maintain the remediation
51 systems at the Franklin Landfill and Doyne Park landfill a maximum of two one-
52 year extensions not to exceed December 31, 2013, under the condition that
53 the consultant performs the work adequately and the contract extensions for
54 the established scope of work does not exceed \$290,000 for the sum total of
55 both contracts combined.

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68 SJH
69 O:\WPDOC\ENV\LANDFILLS\County Board

MILWAUKEE COUNTY FISCAL NOTE FORM

DATE: 2/02/12

Original Fiscal Note

Substitute Fiscal Note

SUBJECT: O&M of the Landfill Gas Systems at Doyne Park and Franklin Landfill

FISCAL EFFECT:

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

<input type="checkbox"/> Decrease Operating Expenditures

<input type="checkbox"/> Increase Operating Revenues

<input type="checkbox"/> Decrease Operating Revenues | <input type="checkbox"/> Increase Capital Expenditures

<input type="checkbox"/> Decrease Capital Expenditures

<input type="checkbox"/> Increase Capital Revenues

<input type="checkbox"/> Decrease Capital Revenues

<input type="checkbox"/> Use of contingent funds |
|--|--|

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

	Expenditure or Revenue Category	Current Year	Subsequent Year
Operating Budget	Expenditure	98,851	110,000
	Revenue		0
	Net Cost		0
Capital Improvement Budget	Expenditure	0	0
	Revenue		
	Net Cost	0	0

DESCRIPTION OF FISCAL EFFECT

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

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

A. Requesting approval to extend professional services contracts for two years for the operation and maintenance (O&M) of gas control systems at two closed landfills.

B. Direct costs include the consultant/contractor fees of approximately \$208,851 for two years is based on their proposal and past experience with the operation and maintenance of these systems.

C. The contract amounts will be funded from existing operating budget accounts set up for this purpose. The amount in the accounts is sufficient to offset the cost of the requested action.

D. None.

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

Department/Prepared By DAS-Environmental Services, Sean Hayes, PE

Approved by:

Patrick Farley, Director
Department of Administrative Services

Greg High, Director
DAS-AE&ES

Did DAS-Fiscal Staff Review?

Yes

No

Reviewed With:



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

Date: February 22, 2012
To: Chairman Lee Holloway, Milwaukee County Board of Supervisors
From: Sue Black, Director, Department of Parks, Recreation and Culture
Subject: **Falk Park Land Transfers**

POLICY

The Department of Parks, Recreation and Culture (DPRC) respectfully requests authorization to execute and perform all the actions required to implement the proposed land exchanges and easements in and near Falk Park.

BACKGROUND

In February of 2011 the Milwaukee County Board adopted Res. File No. 11-62 (copy attached), which authorized the Parks Director, the Department of Transportation and Public Works, Risk Management, Corporation Counsel, and Register of Deeds to prepare and review all documents, and perform all actions as required to negotiate land transfers, related easements and Land and Water Conservation Fund (LAWCON) program procedures and requirements and report back to the Committee on Parks, Energy and Environment for final approval. As authorized, DPRC has continued to negotiate the land transfers and implement the LAWCON program procedures to help achieve its goal of acquiring and protecting the significant natural resources of Esch Honadel Woods.

To implement these land transfers and easements the County must also receive approvals from the National Park Service (NPS) and the Wisconsin Department of Natural Resources (WDNR) to convert the restrictions placed on the County property through previous LAWCON funding to the properties being acquired. The approval by NPS and WDNR is generally based upon a determination that the parcels to be converted have equivalent or greater functional value and monetary value, and are not compromised by significant environmental problems. The proposed land exchanges would result in the County receiving in excess of 1.5 acres of significant natural area for each acre that it conveys. Appraisals were commissioned for all involved properties to document their functional and monetary values per LAWCON requirements. The proposed land exchanges would result in the County receiving properties valued in excess of the value of the lands that it conveys. Milwaukee County

ADDRESS

9480 Watertown Blank Road
Parks - March 6, 2012 - Page 22
Wauwatosa, WI 53226-3560

PHONE/FAX

ph: **414 / 257 PARK** (7275)
fax: 414 / 257 6466

EMAIL

parks@milwcnty.com

WEBSITE

countyparks.com



Department of Administrative Services – Environmental Services (DAS) staff have completed a Phase 1 environmental assessment of all parcels proposed to be acquired by the County and found no issues of concern. With approval by NPS and providing DPRC complies with its conditions, the County will be able to exchange the various properties.

Upon further authorization, DPRC will continue negotiations with the property owners and if successful will execute the required deeds, easements and other documents to acquire or transfer these land rights as appropriate. Prior to execution, DPRC, DAS, Corporation Counsel and Risk Management will review and approve all documents as required.

Resolution No 11-62 further stated that upon approval by the County Board, the County Executive and County Clerk are authorized to execute the deeds, easements and any other required documents.

RECOMMENDATION

The Parks Director respectfully recommends that the authority to prepare, review, approve, execute and record all documents, and perform all actions as required to grant, execute and implement these land transfers, related easements and LAWCON program procedures and requirements be granted to the Parks Department, the Department of Administrative Services, Corporation Counsel, Risk Management, County Clerk and Register of Deeds. It is further recommended that the County Executive and County Clerk be authorized to execute the deeds, easements and other required documents.

Prepared by: Kevin Haley, Landscape Architect/DPRC

Recommended by:

Approved by:

Jim Keegan, Chief of Planning and
Development

Sue Black, Parks Director

Attachments: copy of Resolution No. 11-62
 map depicting the Falk Park area and related parcels

cc: County Executive Chris Abele
 Amber Moreen, Chief of Staff, County Executive's Office
 Terrence Cooley, Chief of Staff, County Board
 Supervisor Gerry Broderick, Parks, Recreation and Culture Committee Chairman
 Supervisor Jason Haas, Parks, Recreation and Culture Committee Vice-Chairman
 Supervisor Paul Cesarz, 9th District
 Vince Masterson, Fiscal Mgt. Analyst, Admin & Fiscal Affairs/DAS
 Janelle Jensen, Parks, Energy & Environment Committee Clerk
 Glenn Bultman, Research Analyst, County Board
 Jessica Janz-McKnight, Research Analyst, County Board

1 Supervisor Gerry P. Broderick, Chairman
2 From the Committee on Parks, Energy and Environment, reporting on:
3

File No. 11-62
(Journal, February 3, 2011)

FEB 03 2014
Adopted
14-2

4
5
6
7 (ITEM 1) From the Director, Parks, Recreation and Culture, requesting authorization to
8 execute and perform all the actions required to implement the proposed land exchanges
9 and easements in and near Falk Park, by recommending adoption of the following:
10

11 **AN AMENDED RESOLUTION**
12

13 WHEREAS, in 2007 the Milwaukee County Board adopted Resolution File No. 07-
14 120, which directed DPRC to negotiate mitigation measures with the Wisconsin
15 Department of Transportation (WisDOT) to diminish right-of-way impacts for the proposed
16 Interstate 94 North/South Corridor improvements Project ID 1030-20-00; and
17

18 WHEREAS, since then many discussions have been held between representatives of
19 DPRC, WisDOT, the Wisconsin Department of Natural Resources (WDNR), the City of
20 Oak Creek, surrounding property owners and other stakeholders; and
21

22 WHEREAS, as a result of these discussions, strategies to accomplish mutual goals
23 have been generally agreed upon by all parties involved; and
24

25 WHEREAS, WisDOT plans to reconstruct Interstate 94 on the east side of Falk Park
26 between Rawson Avenue and Drexel Avenue in the City of Oak Creek; and
27

28 WHEREAS, as part of that project, WisDOT will reconstruct the existing Freeway
29 interchange at Rawson Avenue and construct a new interchange at Drexel Avenue; and
30

31 WHEREAS, the City of Oak Creek will also be reconstructing Drexel Avenue from
32 the new freeway interchange westward to S. 27th Street; and
33

34 WHEREAS, Resolution File No. 07-120 authorized negotiations of the land
35 exchanges and Resolution No. 10-374 authorized the exchange of land between the DPRC
36 and WisDOT; and
37

38 WHEREAS, DPRC in cooperation the Southeastern Wisconsin Planning Commission
39 (SEWRPC) has identified several additional parcels of land of specific interest in this area;
40 and
41

42 WHEREAS, it is agreed that the area located south of Falk Park known as the Esch
43 Honadel Woods should be acquired and preserved because of the many high quality
44 natural resources present there; and
45

46 WHEREAS, discussions with various property owners in the area have identified
47 additional parcels of land that could be exchanged with DPRC to help achieve its goal of
48 acquiring and protecting the significant natural resources of this area; and

49
50 WHEREAS, if authorized, DPRC will continue negotiations with these property
51 owners and, if successful, execute the required deeds and easements to acquire or transfer
52 these lands as appropriate; and

53
54 WHEREAS, to implement these land transfers and easements the County must also
55 receive approvals from the National park Service (NPS) and the WDNR to convert the
56 restrictions placed on the County property through previous Land and Water Conservation
57 Fund (LAWCON) funding to the properties being acquired; and

58
59 WHEREAS, to accomplish this DPRC must submit an application and related
60 documentation to NPS and WDNR that describes the specifics of the properties being
61 considered for trade and conversion of the deed restrictions imposed by the LAWCON
62 funding; and

63
64 WHEREAS, the approval by NPS and WDNR is generally based upon a
65 determination that the parcels to be converted have equivalent or greater functional value,
66 monetary value and are not compromised by significant environmental problems; and

67
68 WHEREAS, appraisals will be commissioned for all involved properties to document
69 their monetary and functional values per the LAWCON requirements; and

70
71 WHEREAS, Milwaukee County DTPW staff will prepare a Phase 1 Environmental
72 Assessment of all parcels proposed to be acquired by Milwaukee County; and

73
74 WHEREAS, pending favorable review of the LAWCON conversion application, the
75 WDNR would provide a recommendation to the NPS for final consideration; and

76
77 WHEREAS, upon final approval by NPS, the County will be able to exchange the
78 various properties; and

79
80 WHEREAS, prior to execution, DPRC, DTPW, Corporation Counsel and Risk
81 Management will review and approve all documents as required; and

82
83 WHEREAS, the Parks Director has recommended that the authority to prepare,
84 review, approve, execute and record all documents as required to execute the proposed
85 land exchanges and easements be granted to the Parks Department, the Department of
86 Transportation and Public Works, Corporation Counsel, Risk Management, County Clerk,
87 Register of Deeds, and the County Executive; and

88
89 WHEREAS, the Committee on Parks, Energy and Environment, at its meeting on
90 January 25, 2011, recommended approval of the request as amended (vote 5-0); now,

91 therefore,

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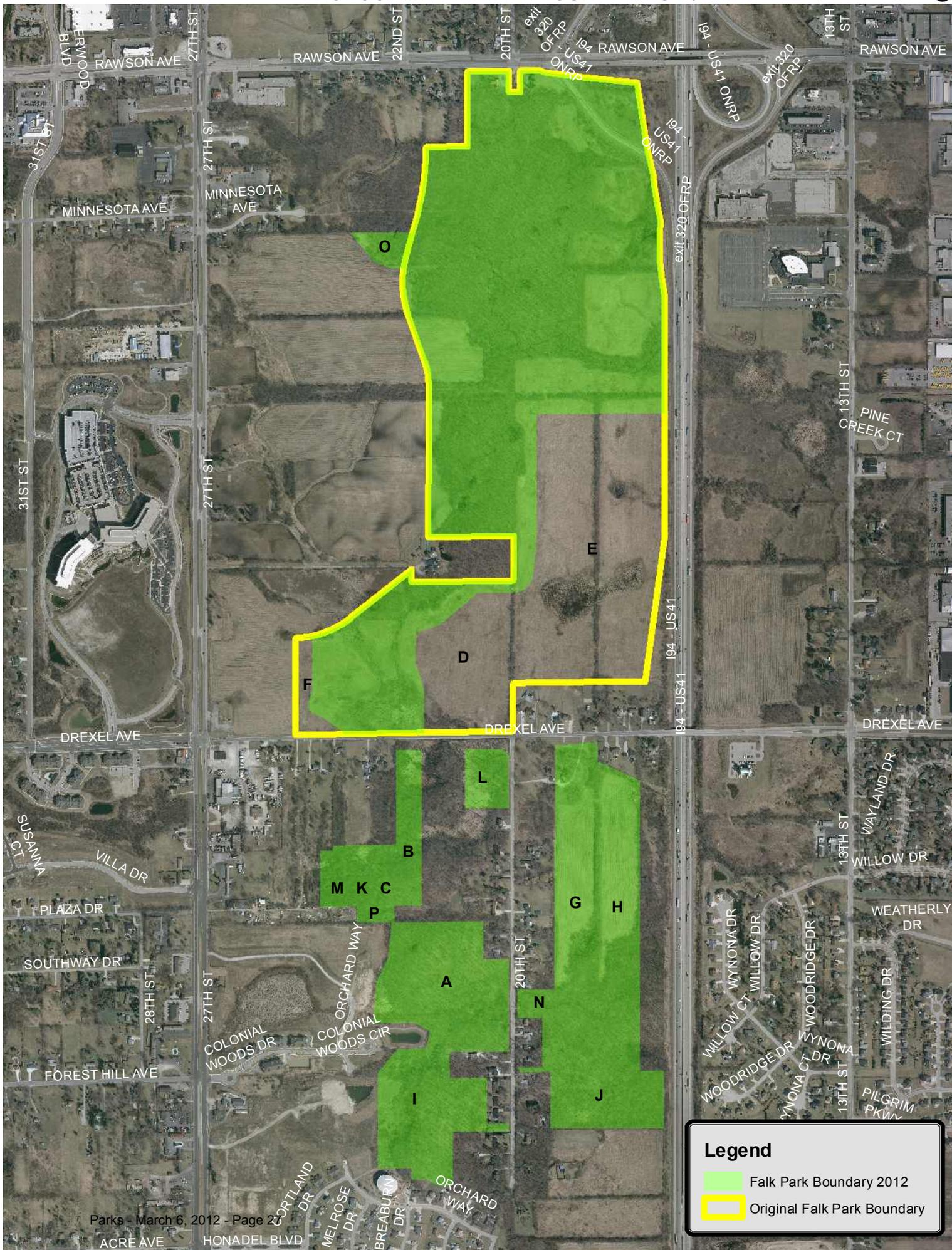
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103

BE IT RESOLVED, that the Milwaukee County Board of Supervisors hereby authorizes the Parks Director, the Department of Transportation and Public Works, Risk Management, Corporation Counsel, and Register of Deeds to prepare and review all documents, and perform all actions as required to negotiate land transfers, related easements and Land and Water Conservation Fund (LAWCON) program procedures and requirements and report back to the Committee on Parks, Energy and Environment for final approval; and

BE IT FURTHER RESOLVED that, upon approval by the County Board, the County Executive and County Clerk are authorized to execute the deeds, easements and any other required documents.

PROPOSED FALK PARK BOUNDARIES 2012



(ITEM NO.) From the Director, Department of Parks, Recreation and Culture, requesting authorization to execute the exchange of lands in and near Falk Park, by recommending adoption of the following:

A RESOLUTION

WHEREAS, the Milwaukee County Board adopted Res. File No. 11-62 which authorized the Parks Director, the Department of Transportation and Public Works, Risk Management, Corporation Counsel, and Register of Deeds to prepare and review all documents, and perform all actions as required to negotiate land transfers, related easements and Land and Water Conservation Fund (LAWCON) program procedures and requirements and report back to the Committee on Parks, Energy and Environment for final approval; and

WHEREAS, as authorized, the Department of Parks, Recreation and Culture (DPRC) has continued to negotiate the land transfers and implement the LAWCON program procedures to help achieve its goal of acquiring and protecting the significant natural resources of Esch Honadel Woods; and

WHEREAS, to implement these land transfers and easements the County must also receive approvals from the National Park Service (NPS) and the Wisconsin Department of Natural Resources (WDNR) to convert the restrictions placed on the County property through previous LAWCON funding to the properties being acquired; and

WHEREAS, the approval by NPS and WDNR is generally based upon a determination that the parcels to be converted have equivalent or greater functional value and monetary value, and are not compromised by significant environmental problems; and

WHEREAS, the proposed land exchanges would result in the County receiving in excess of 1.5 acres of significant natural area for each acre that it conveys; and

WHEREAS, appraisals were commissioned for all involved properties to document their functional and monetary values per the LAWCON requirements; and

WHEREAS, The proposed land exchanges would result in the County receiving properties valued in excess of the value of the lands that it conveys; and

WHEREAS, Milwaukee County DAS A&E & ES staff have completed a Phase 1 environmental assessment of all parcels proposed to be acquired by Milwaukee County and found no issues of concern; and

45 WHEREAS, with approval by the NPS and with DPRC's compliance with its
46 conditions, the County will be able to exchange the various properties; and

47

48 WHEREAS, if authorized, DPRC will continue negotiations with these property
49 owners and if successful will execute the required deeds, easements and other documents
50 to acquire or transfer these land rights as appropriate; and

51

52 WHEREAS, prior to execution, DPRC, DAS, Corporation Counsel and Risk
53 Management will review and approve all documents as required; and

54

55 WHEREAS, Resolution No 11-62 further stated that upon approval by the County
56 Board, the County Executive and County Clerk are authorized to execute the deeds,
57 easements and any other required documents; and

58

59 WHEREAS, the Parks Director has recommended that the authority to prepare,
60 review, approve, execute and record all documents as required to execute the proposed
61 land exchanges and easements be granted to the Parks Department, the Department of
62 Administrative Services, Corporation Counsel, Risk Management, County Clerk, Register of
63 Deeds, and the County Executive; now, therefore,

64

65 BE IT RESOLVED, that the Milwaukee County Board of Supervisors does hereby
66 authorize the Parks Director, the Department of Administrative Services, Risk Management,
67 Corporation Counsel, and Register of Deeds to prepare, review, approve, execute and
68 record all documents, and perform all actions as required to grant, execute and implement
69 these land transfers, related easements and LAWCON program procedures and
70 requirements; and

71

72 BE IT FURTHER RESOLVED, that the County Executive and County Clerk are
73 authorized to execute the deeds, easements and any other required documents.

74

75

MILWAUKEE COUNTY FISCAL NOTE FORM

DATE: February 22, 2012

Original Fiscal Note

Substitute Fiscal Note

SUBJECT: Falk Park Land Transfers

FISCAL EFFECT:

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

<input type="checkbox"/> Decrease Operating Expenditures

<input type="checkbox"/> Increase Operating Revenues

<input type="checkbox"/> Decrease Operating Revenues | <input type="checkbox"/> Increase Capital Expenditures

<input type="checkbox"/> Decrease Capital Expenditures

<input type="checkbox"/> Increase Capital Revenues

<input type="checkbox"/> Decrease Capital Revenues

<input type="checkbox"/> Use of contingent funds |
|--|--|

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

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

DESCRIPTION OF FISCAL EFFECT

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

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

In February of 2011 the Milwaukee County Board authorized a Resolution File No. 11-62 which authorized the Parks Director, the Department of Transportation and Public Works, Risk Management, Corporation Counsel, and Register of Deeds to prepare and review all documents, and perform all actions as required to negotiate land transfers, related easements and LAWCON program procedures and requirements and report back to the Committee on Parks, Energy and Environment for final approval.

DPRC has continued to negotiate the land transfers and implement the Land and Water Conservation Fund (LAWCON) program procedures to help achieve its goal of acquiring and protecting the significant natural resources of Esch Honadel Woods. To implement these land transfers and easements the County must also receive approvals from the National Park Service (NPS) and the Wisconsin Department of Natural Resources (WDNR) to convert the restrictions placed on the County property through previous LAWCON funding to the properties being acquired.

The approval by NPS and WDNR is generally based upon a determination that the parcels to be converted have equivalent or greater functional value, monetary value and are not compromised by significant environmental problems. The proposed land exchanges would result in the County receiving in excess of 1.5 acres of significant natural area for each acre that it conveys. Appraisals were commissioned for all involved properties to document their monetary and functional values per the LAWCON requirements. The proposed land exchanges

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.

would result in the County receiving properties valued in excess of the value of the lands that it conveys. Milwaukee County DAS Environmental Services staff has completed a Phase 1 Environmental Assessment of all parcels proposed to be acquired by Milwaukee County and found no issues of concern. With approval by the County Board and NPS and compliance with its conditions, the County will be able to exchange the various properties. No County funding will be needed to complete these transactions.

Department/Prepared By Kevin Haley/DPRC

Authorized Signature _____

Did DAS-Fiscal Staff Review? Yes No



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

Date: February 20, 2012
To: Chairman Lee Holloway, Milwaukee County Board of Supervisors
From: Sue Black, Director, Department of Parks, Recreation and Culture
Subject: **Blue Star Memorial Marker, Veterans Park – Action Item**

POLICY

The Department of Parks, Recreation and Culture ("DPRC") is requesting authorization to accept from the Milwaukee District Garden Clubs ("MDGC") a Blue Star Memorial Marker to be located in Veteran's Park.

BACKGROUND

In 2011 DPRC received a request from MDGC to place a Blue Star Memorial Marker ("Marker") at Veteran's Park. The Marker is a way of honoring the men and women who have served, are serving, or will serve in our Nation's Armed Forces.

The Blue Star Memorial Marker Program was first adopted in 1945 by the National Council of State Garden Clubs, Inc. ("NCSGC"). Unlike previous memorials that were often erected to commemorate a specific war hero or significant battle, NCSGC visualized a monument that would serve as a *living memorial*. The Blue Star was chosen because it symbolized the blue star on the World War II service Flag, which hung in the homes of families who had a son or daughter in the armed forces. These markers can be found in many locations around the United States. In 2006 a marker was installed in the Village of Elm Grove at the corner of Legion Drive and Juneau Boulevard, and in 2007 another marker was installed at the Clement J. Zablocki VA Medical Center (please see [Exhibit A](#)).

The Marker is 7 feet 6 inches tall. The plate is approximately 41 inches high by 45 inches wide; cast aluminum; identical on both sides; lettering is raised relief; emblem is modeled relief, prismatic star. The plate has a baked enamel finish; gold leaf letter faces and emblem border rings; star is blue. The octagonal 7 feet high post is constructed of reinforced concrete with a formed aluminum skin on the 4 feet portion above ground; designed with a 3 feet insertion in the ground.



MDGC is sponsoring the Marker and will fully fund the purchase, installation, and any future maintenance of the Marker. The final location of the Marker will be mutually agreed upon between MDGC and DPRC. The actual installation will be coordinated between MDGC and DPRC.

RECOMMENDATION

The Parks Director respectfully recommends that the Milwaukee County Board of Supervisors authorize the department to accept from the Milwaukee District Garden Clubs a Blue Star Memorial Marker to be located in Veteran's Park.

Prepared by: Paul Kuglitsch, Contract Services Officer/DPRC

Recommended by:

Approved by:

Laura Schloesser, Chief of
Administration and External Affairs

Sue Black, Parks Director

Cc: County Executive Chris Abele
Amber Moreen, Chief of Staff, County Executive's Office
Terrence Cooley, Chief of Staff, County Board
Supv. Jason Haas, Vice-Chair, Parks, Energy & Environment Committee
Vince Masterson, Fiscal Mgt. Analyst, Admin & Fiscal Affairs/DAS
Janelle Jensen, Parks, Energy & Environment Committee Clerk
Glenn Bultman, Research Analyst, County Board
Jessica Janz-McKnight, Research Analyst, County Board

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(ITEM NO.) From the Director, Department of Parks, Recreation and Culture, seeking approval to accept from the Milwaukee District Garden Clubs a Blue Star Memorial Marker to be located in Veterans Park, by recommending adoption of the following:

A RESOLUTION

WHEREAS, in June 2011 the Department of Parks, Recreation and Culture received a request from the Milwaukee District Garden Clubs to place a Blue Star Memorial Marker in Veterans Park; and

WHEREAS, the Blue Star Memorial Marker Program was adopted by the National Council of State Garden Clubs, Inc. as a living tribute honoring the men and women who have served, are serving, or will serve in our Nation's Armed Services; and

WHEREAS, Milwaukee County's Veterans Park was named, in part, to commemorate veterans of the military services; and

WHEREAS, placing the Blue Star Memorial Marker in Veterans Park at a mutually agreeable location is consistent with the park's purpose; and

WHEREAS, the Milwaukee District Garden Clubs is sponsoring the Blue Star Memorial Marker, and will fully fund the purchase, installation and any future maintenance of the Marker; now, therefore,

BE IT RESOLVED, that the Milwaukee County Board of Supervisors does hereby authorize the Parks Director to accept from the Milwaukee District Garden Clubs the Blue Star Memorial Marker to be located in Veterans Park.

MILWAUKEE COUNTY FISCAL NOTE FORM

DATE: February 20, 2012

Original Fiscal Note

Substitute Fiscal Note

SUBJECT: Authorization to Accept from the Milwaukee District Garden Clubs a Blue Star Memorial Marker to be Located in Veterans Park.

FISCAL EFFECT:

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

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

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

DESCRIPTION OF FISCAL EFFECT

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

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

A. The Milwaukee District Garden Clubs ("MDGC") is sponsoring the Blue Star Memorial Marker and will cover all expenses for the installation and maintenance of the Marker. MDGC will execute right-of-entry permits and a placement permit prior to any construction activities taking place on park property.

B. None.

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.



Date: February 21, 2011

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

From: Sherrie Tussler, Executive Director, Hunger Task Force

Subject: Lease Resolution, Farm and Fish Hatchery

Hunger Task Force respectfully requests that the Parks, Energy and Environment Committee direct immediate resolution of the proposed lease at the Farm and Fish Hatchery. Further delays to the lease approval process may result in the loss of significant foundation and corporate investments for much needed infrastructure improvements at the site.

Hunger Task Force and DPRC have substantively agreed to terms for the lease as directed by the County Board of Supervisors in the 2012 budget:

Staffing: Hunger Task Force has made a legitimate offer of employment to the remaining Milwaukee County Employee at the Fish Hatchery. This offer included salary and health care benefits in excess of current compensation. As a show of good faith Hunger Task Force has provided operational coverage at the Fish Hatchery on weekends since January 1 2012.

Land Utilization: DPRC and Hunger Task Force have agreed to uses and restrictions on land as evidenced by Appendix A to the lease (attached.)

Commodity Distribution: The lease amendment details the responsibilities of Hunger Task Force to supply produce to Milwaukee County food pantries; pumpkins and wood to the Parks; and fish for fishing clinics.

Building Maintenance and Repair: The lease amendment shifts responsibility for all building maintenance and repairs to Hunger Task Force, reducing expenses to Milwaukee County.

Early Termination: The lease amendment allows early termination by either party with proper notice.

Hunger Task Force invested \$170,295 in private funds to for building improvements, repairs and maintenance at the farm in 2011. Harley-Davidson Foundation and Northwestern Mutual Foundation have each made significant contributions to operating expenses at the farm. Private individuals contributed \$8,076 in funding. With the elimination of inmate labor on the farm, volunteer ranks have swelled and Milwaukee County residents have become more involved and interested in the Farm.

Kohl's Department Stores has scheduled four volunteer groups for April. The Farm and Fish Hatchery shall receive \$12,000 for each volunteer group from Kohl's. Harley Davidson has requested that Hunger Task Force submit a request for \$500,000 to create a Signature project at the farm. Understanding the

investments that donors are willing to make it is critical that DPRC finalize the long term lease as evidence of a sustained partnership to the donor community.

RECOMMENDATION: Due Diligence documents were submitted in time to meet the March cycle review deadline. With all of the required elements present to finalize this negotiation Hunger Task Force urges the Parks, Energy and Environment Committee to require the DPRC-led Workgroup to expedite approval of the lease by March 31, 2012.

HUNGER TASK FORCE LEASEHOLD LANDS

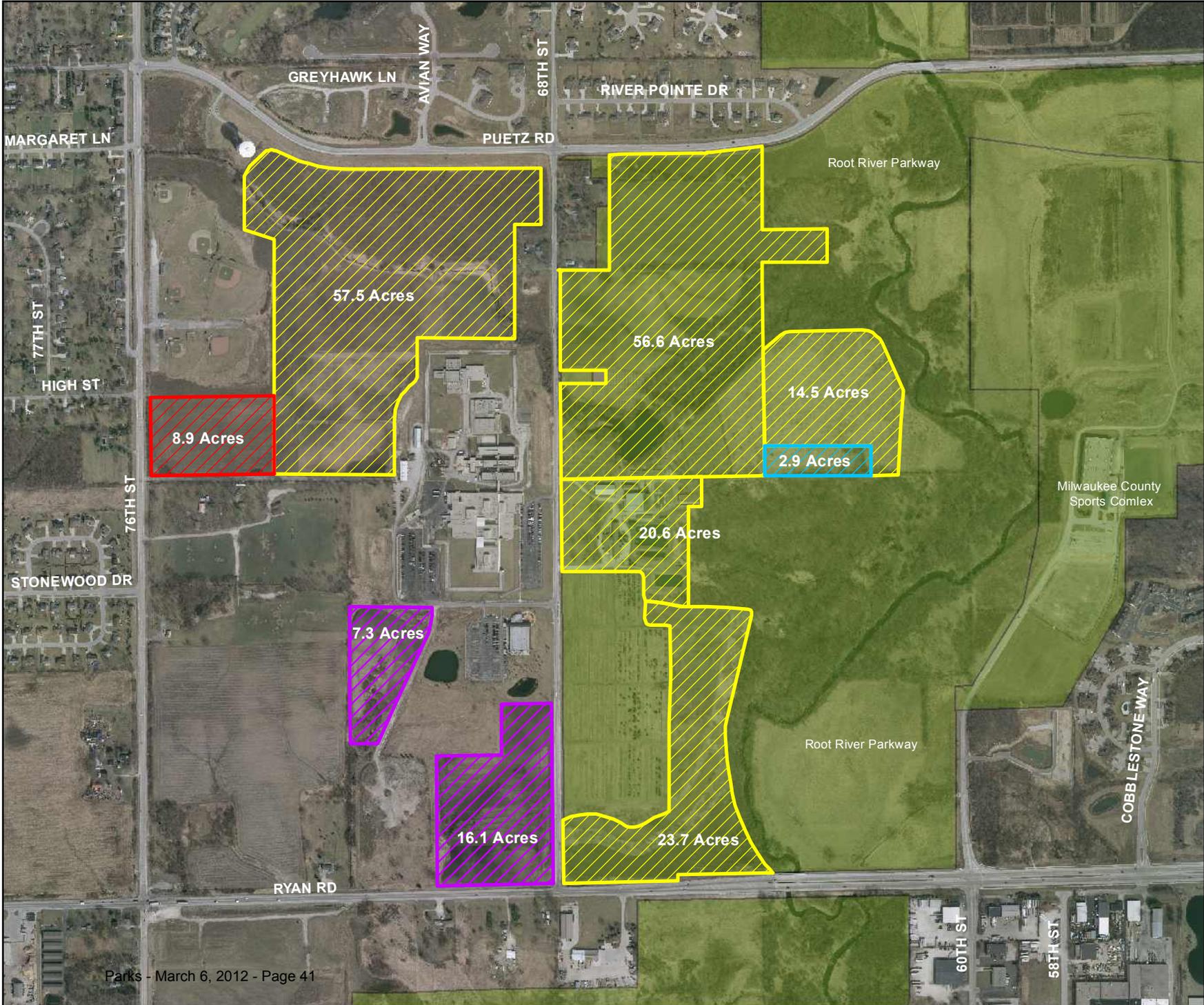
EXHIBIT A



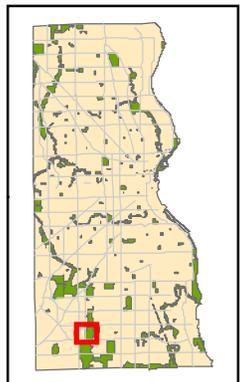
350 175 0 350 Feet

Legend

- County Park Boundaries
- Hunger Task Force**
- Parcel Status**
- Wood Utilization Area
- Leasehold Property
- Conditional Use Property
- Temporary Use



Milwaukee County Sports Complex



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

Date: February 17, 2012

To: Chairman Lee Holloway, Milwaukee County Board of Supervisors
Gerry Broderick, Chair, Parks, Energy and Environment Committee

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

Subject: Fish Hatchery Operations – ACTION

POLICY

The Department of Parks, Recreation and Culture (“DPRC”), is respectfully requesting authorization to amend Milwaukee County’s 2006 lease agreement with Hunger Task Force, Inc. (“HTF”) to provide for HTF assumption operational control of Milwaukee County Fish Hatchery.

BACKGROUND

In 2011 HTF expressed an interest in assuming complete oversight of the Farm and Fish Hatchery (“FFH”) daily operations on a long-term basis – HTF already leases on a long-term basis farmland adjacent to and surrounding the Fish Hatchery (the “Hatchery”) for planting and harvesting fruits and vegetables to support Milwaukee County food pantries and HTF’s Stock Box Program. Recognizing HTF’s interest in the Hatchery, the 2012 adopted operating budget provides for the creation of a workgroup to enter into discussions with HTF on the specifics of a lease arrangement beneficial to HTF and Milwaukee County, whereby HTF would assume operational control of the Hatchery. The workgroup is to be led by DPRC and comprised of representatives from the Department of Administrative Services (“DAS”), Real Estate staff, Corporation Counsel, Office of the Sheriff and County Board Staff. The proposed lease is to address all components of FFH operations, including, but not limited to, staffing, land utilization, commodity distribution, and building maintenance and repair. The workgroup is also directed to present either a proposed lease, or, if a mutually agreeable lease cannot be developed by the March cycle, an informational report to the Committee on Parks, Energy and Environment. Because a final lease has not been mutually agreed upon, this, then, is the informational report.

In 2006 Milwaukee County entered into a long-term lease with HTF permitting HTF to farm agricultural land adjacent to and surrounding the Hatchery. As part of the lease, HTF distributes annually a minimum of 200,000 pounds of produce harvested at the farm

to Milwaukee County emergency food pantries, homeless shelters and soup kitchens. The harvested food also supports HTF's Stock Box Program, which provides pre-packed boxes of supplemental foods for low-income seniors. HTF also dedicates one (1) acre of its leased farmland to plant and harvest pumpkins for distribution to DPRC parks, the Milwaukee County Zoo, and other non-profit organizations. To further its mission and to create a model farm that becomes accessible to the public for educational purposes, volunteering and tours, HTF now proposes to add the Hatchery to the lease.

The Hatchery is under DPRC's jurisdiction. 1.0 FTE Fish Hatchery Specialist, employed by DPRC, raises fish at the Hatchery to stock DPRC ponds and lagoons. Over 40,000 fish are stocked each year and this coincides with several free fishing clinics for children. DPRC also operates a firewood splitting station on-site and oversees several nearby acres of land enrolled in the Conversation Reserve Program. HTF is proposing taking on complete oversight of the Hatchery, while continuing to provide DPRC and Milwaukee County with the past tangible benefits produced at FFH – which includes the pumpkins, firewood and fish. Under its proposal, HTF will assume all of the operational costs associated with the Hatchery, e.g. staffing, utilities, etc., and any and all capital costs related to any maintenance, repair or improvements at FFH.

To-date, the workgroup has met to discuss certain provisions essential to Milwaukee County's interest in the property, which will be included in any future lease agreement; DPRC staff has on numerous occasions met with HTF to discuss and negotiate the lease and determine the leasehold boundaries; and HTF has submitted to DAS its due diligence packet for DAS's review and forthcoming report, which will be submitted with the final negotiated lease agreement for Board consideration. While this effort continues to be a work in progress, it is our belief that a mutually agreeable arrangement for HTF's assumption of Hatchery operations will be worked out shortly.

RECOMMENDATION

The Parks Director respectfully requesting authorization to amend Milwaukee County's 2006 lease agreement with Hunger Task Force, Inc. to provide for Hunger Task Force assuming operational control of the Fish Hatchery on a long term basis.

Prepared by: Paul Kuglitsch, Contract Services Officer/DPRC

Recommended by:

Approved by:

Laura Schloesser, Chief of
Administration and External Affairs

Sue Black, Parks Director

Cc: County Executive Chris Abele
Amber Moreen, Chief of Staff, County Executive's Office
Terrence Cooley, Chief of Staff, County Board
Supv. Jason Haas, Vice-Chair, Parks, Energy & Environment Committee
Inspector Richard Schmidt, Office of the Sheriff

Vince Masterson, Fiscal Mgt. Analyst, Admin & Fiscal Affairs/DAS
Janelle Jensen, Parks, Energy & Environment Committee Clerk
Rick Ceschin, Research Analyst, County Board
Glenn Bultman, Research Analyst, County Board
Jessica Janz-McKnight, Research Analyst, County Board

(ITEM NO.) From the Director, Department of Parks, Recreation and Culture requesting authorization to amend Milwaukee County's 2006 lease agreement with Hunger Task Force, Inc. to provide for Hunger Task Force assuming operational control of the Fish Hatchery's daily operations on a long term basis, by recommending adoption of the following:

A RESOLUTION

WHEREAS, in 2006 Milwaukee County entered into a long-term lease agreement (Lease) with Hunger Task Force, Inc. (HTF) permitting HTF to farm agricultural land adjacent to and surrounding Milwaukee County's Fish Hatchery; and

WHEREAS, as part of the Lease, HTF operates a warehouse and greenhouse, and distributes annually a minimum of 200,000 pounds of produce harvested at the farm to Milwaukee County food pantries, homeless shelters and soup kitchens; and

WHEREAS, the harvested food also supports HTF's stock box program, which provides pre-packaged boxes of supplemental foods to low-income seniors; and

WHEREAS, in 2011, to further its mission and to create a model farm that becomes accessible to the public for educational purposes, volunteering and tours, HTF expressed an interest in assuming operational control of the Fish Hatchery; and

WHEREAS, Milwaukee County's 2012 adopted operating budget provides that DPRC lead a workgroup, comprised of representatives from the Department of Administrative Services, Real Estate Staff, Corporation Counsel, Office of the Sheriff and County Board Staff, to enter into discussions with HTF on the specifics of a lease arrangement beneficial to HTF and Milwaukee County, whereby HTF would assume operational control of the Fish Hatchery; and

WHEREAS, the proposed lease is to address all components of operating the Farm and Fish Hatchery including, but not limited to, staffing, land utilization, commodity distribution and building maintenance and repair; and

WHEREAS, the proposed lease is also to address early termination clauses by either party in the event that should need to occur; and

45 WHEREAS, DPRC has met on several occasions with HTF to negotiate an
46 amendment to the 2006 Lease; and

47

48 WHEREAS, the negotiations have addressed each of the items required in
49 the 2012 budget language; and

50

51 WHEREAS, the DPRC led workgroup has reached a consensus on the terms
52 and conditions of the amendment (*attached*); and

53

54 WHEREAS, Milwaukee County will continue to receive the past tangible
55 benefits produced at the Farm and Fish Hatchery, specifically pumpkins, fire
56 wood, and fish; now, therefore,

57

58 BE IT RESOLVED, that the Director of the Department of Parks, Recreation
59 and Culture is hereby authorized to amend Milwaukee County's 2006 lease
60 agreement with Hunger Task Force, Inc. to provide for Hunger Task Force
61 assuming operational control of the Fish Hatchery's daily operations on a long
62 term basis.

63

64

MILWAUKEE COUNTY FISCAL NOTE FORM

DATE: February 29, 2012

Original Fiscal Note

Substitute Fiscal Note

SUBJECT: Amendment to Milwaukee County's 2006 Lease Agreement with Hunger Task Force, Inc. to provide for Hunger Task Force Assuming Operational Control of the Fish Hatchery's Daily Operations.

FISCAL EFFECT:

- | | |
|---|---|
| <input type="checkbox"/> No Direct County Fiscal Impact
<input type="checkbox"/> Existing Staff Time Required
<input type="checkbox"/> Increase Operating Expenditures
(If checked, check one of two boxes below)
<input type="checkbox"/> Absorbed Within Agency's Budget
<input type="checkbox"/> Not Absorbed Within Agency's Budget
<input checked="" type="checkbox"/> Decrease Operating Expenditures
<input type="checkbox"/> Increase Operating Revenues
<input type="checkbox"/> Decrease Operating Revenues | <input type="checkbox"/> Increase Capital Expenditures
<input checked="" 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		
	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 an amendment to Milwaukee County's 2006 lease agreement with the Hunger Task Force to provide for Hunger Task Force assuming operational control of the Fish Hatchery.

B. Hunger Task Force will assume all operational costs, including utilities, maintenance and repair responsibilities at the Farm and Fish Hatchery. Hunger Task Force will also continue to provide Milwaukee County with the past tangible benefits produced at the Farm and Fish Hatchery.

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.

SECOND AMENDMENT TO LEASE

This Second Amendment to Lease (this "2d Amendment") is made and entered into effective _____, 2012 (the "Effective Date"), by and between MILWAUKEE COUNTY, as represented by the Department of Parks, Recreation and Culture ("Landlord") and HUNGER TASK FORCE, INC. ("Tenant"). Referenced together the Landlord and the Tenant are the "Parties" to this 2d Amendment.

RECITALS:

A. Landlord and Tenant are Parties to that lease and amendment dated December 31, 2006, (as amended, the "Lease") pursuant to which Landlord leases to Tenant approximately 144.6 acres of land and buildings at the Milwaukee County Correctional Facility – South ("MCCFS"), previously known as the House of Correction, and the Milwaukee County Department of Parks, Recreation and Culture, in the city of Franklin, Milwaukee County, state of Wisconsin.

B. Landlord and Tenant desire to amend the Lease as more particularly set forth herein.

ACCORDINGLY, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Landlord and Tenant hereby agree as follows:

PROVISIONS:

1. **DEFINITIONS.** Capitalized terms used herein and not otherwise defined herein shall have the same meaning as provided in the Lease. The Lease, as modified by this 2d Amendment to Lease, shall herein be referred to as the "Lease."

2. **AMENDMENTS.**

(a) Exhibit A. "Exhibit A" of the Lease is hereby deleted in its entirety and Exhibit A attached hereto shall be inserted in its place.

(b) Exhibit B. "Exhibit B" of the Lease is hereby deleted in its entirety.

(c) "Department of Transportation and Public Works" is deleted wherever it appears and is replaced with "Department of Administrative Services".

(d) Premises. Paragraph 1 of the Lease shall be deleted in its entirety and replaced by the following paragraph:

"1. Premises. "Premises" means a portion of Milwaukee County owned real estate located in the city of Franklin, as depicted on the attached Exhibit A and legally described on the attached Exhibit A-1 and described below:

(a) Approximately 172.90 acres of land, including the "warehouse", the "greenhouse", the "hatchery", the "barn", the "creamery", the "pig barn", the "grainery", the "slaughterhouse", the "general store", and the building commonly known as the "K-9 building", together with all the fixtures and other improvements located on such land and all rights appurtenant thereto all as depicted on Exhibit A (the "Leasehold Property"),

(i) Landlord reserves the right to use a mutually acceptable portion of the "general store" (or any replacement facility) for the storage of nursery equipment;

(b) Approximately 23.40 acres of land granted to Tenant for temporary use until either the termination of this Lease or the sale of the land, whichever occurs first ("Temporary Use Property");

(c) Approximately 8.90 acres of land, currently leased by the County to the Franklin Little League, Inc., granted to Tenant for conditional use until either the termination of this Lease or the Little League's need to expand into the land ("Conditional Use Property"); and

(d) The Premises does not include (i) the roadway extending east from S. 76th Street to the MCCFS, (ii) a thirty yard (30 yd.) buffer zone extending out from and surrounding MCCFS's fence line, or (iii) the Wood Utilization Area, as depicted on Exhibit A."

(e) Term. Paragraph 3 of the Lease is hereby deleted in its entirety and replaced by the following paragraph:

"3. Term. The term of Lease is hereby extended and shall expire on December 31, 2027 (the "Initial Term"). Provided Tenant shall not then be in default under this Lease, Tenant and Landlord may mutually agree to extend the term of this Lease for one (1) additional consecutive period of fifteen (15) years ("Extended Term"). Tenant shall give Landlord written notice of its interest to extend not later than one hundred eighty (180) days prior to the expiration of the Initial Term. In the event of Tenant's interest to extend, Landlord and Tenant agree that further negotiation regarding the terms and conditions of this Lease, including rent and Tenant's use of the Premises, may be appropriate at that time; and said extension shall be negotiated and agreed upon in good faith or no extension shall be granted."

(f) Purpose.

1. Paragraph 4 is amended by deleting the phrase "worked by inmate labor", and replacing it with "; and for such other educational and scientific programming it deems suitable and appropriate in connection with the operation of an urban farm. Any other use shall be subject to Landlord's prior written approval."

2. This Paragraph is further amended by inserting as the last sentence, "As used in this paragraph, and any other part of this Lease, any requirement of the "Landlord's approval" or "prior written approval" shall be deemed satisfied by the written approval of the Director of Milwaukee County Department of Parks, Recreation and Culture. Whenever Landlord's approval is required herein, such approval shall not be unreasonably withheld or delayed and shall be deemed given if Landlord fails to respond within thirty (30) days after receipt of Tenant's request for such approval."

(g) Rent. Paragraph 5 of the Lease is hereby deleted in its entirety and replaced by the following paragraph:

"5. Rent. Tenant shall pay, as rent for the use and occupancy of the Premises, Landlord, c/o Director, Milwaukee County Department of Parks, Recreation and Culture, 9480 Watertown Plank Road, Wauwatosa, Wisconsin 53226, or at such other place Landlord shall direct by written notice to Tenant, an annual base rent amount of one dollar (\$1.00).

The foregoing rent shall be payable in advance for all the remaining years of the Initial Term, and shall be made to Landlord. Tenant hereby acknowledges and agrees to be bound by Milwaukee County Ordinance 56.32, which provides for the imposition of penalties and interest for delinquent rental payments."

(h) Rules and Regulations. Paragraph 6 is amended by striking the phrase "House of Correction" and inserting "Milwaukee County Correctional Facility – South and the Milwaukee County Department of Parks, Recreation and Culture."

(i) Construction.

1. Paragraph 7(a) of the Lease is amended by deleting in the second sentence the word "its" and replacing it with "the".

2. Paragraph 7(a) is further amended by deleting in the third sentence the word "'s" and replacing it with "and the".

3. This Paragraph is again amended by inserting the phrase "Landlord's and" after the word "require" in the fourth sentence.

4. Paragraph 7(a) of the Lease is further amended by deleting the fifth sentence and replacing it with:

"As a condition to issuance of approval, the Department of Administrative Services may require proof that Tenant has obtained one hundred percent (100%) of the funding for the construction of the new improvements."

5. The ninth and tenth sentences of this paragraph are amended by deleting the words "'s" and replacing them with "and the".

6. In addition to the amendments above, this Paragraph is amended deleting the word "by" in the eleventh sentence and replacing it with "be".

(j) Maintenance and Repair. Paragraph 8 of the Lease is hereby deleted in its entirety and replaced by the following:

"8. Maintenance and Repair. During the Term of this Lease, Tenant shall, at its expense, pay for and make all necessary repairs and replacements, structural or otherwise, to the Premises, including, but not limited to, any existing structures and any structures as it erects in and on the Premises, and any plumbing, electrical and lighting (including light bulbs), doors, door checks, door hardware, windows, fixtures, heating, ventilating and air conditioning facilities located in or servicing any building located on the Premises or any structures Tenant erects. All repairs shall be done by licensed tradespersons if so required by applicable law. Tenant may contract with Landlord for repairs on a time and materials basis. Landlord shall have no obligation to make repairs to the Premises or to any utility systems servicing the Premises, except as otherwise set forth in Paragraph 28(a).

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 Landlord. 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 Premises, 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)."

(k) Utilities and Taxes. Paragraph 9 of the Lease is hereby deleted in its entirety and replaced by the following:

“9. Utilities and Taxes.

(a) Tenant agrees to pay all charges for installation and operation of telephone, gas, electric, water, sewer, light, heat, power, air conditioning or other utilities services used during the Term. Tenant will at its sole expense provide for the installation of a separate metering system for these expenses, if applicable and if feasible.

(b) Tenant shall be liable for all personal property taxes that may be levied against property owned or kept on the Premises by the Tenant.”

(l) Insurance. Paragraph 10(a) of the Lease is hereby deleted in its entirety and replaced by the following:

“10. Insurance.

(a) Tenant agrees to evidence and maintain or cause its contractors to evidence and maintain proof of financial responsibility to cover costs as may arise from claims of tort, statutes and benefits under Workers' Compensation laws or vicarious liability arising from employees at least to the minimum limits established now and in the future by Milwaukee County’s Risk Manager. Such evidence shall include insurance coverage for Workers' Compensation claims as required by the State of Wisconsin, including employer's liability and business insurance covering general liability and automobile coverage in the following minimum amounts:

<u>Type of Coverage</u>	<u>Minimum Limits</u>
Wisconsin Workers’ Compensation Or Proof of All State Coverage	Statutory
Employers’ Liability	\$100,000/\$500,000/\$100,000
Commercial General Liability	
Bodily Injury & Property Damage (Incl. Personal Injury, Fire, Legal Contractual and Products/Completed Operations)	\$1,000,000 Per Occurrence \$2,000,000 Aggregate
Professional Liability (Errors and Omissions) (required for Constructions Managers, Architects, Engineers and Designers)	\$1,000,000 per occurrence/claim
Automobile Liability	
Bodily Injury & Property Damage All Autos-Owned, non-owned or hired Uninsured Motorists	\$1,000,000 Per Accident Per Wisconsin Requirements

Milwaukee County will be named as an additional insured for General Liability and Automobile Liability; in the event there is a General Contractor, then the Tenant and Milwaukee County shall be named as additional Insureds. A waiver of subrogation for Workers Compensation by endorsement

in favor of Milwaukee County shall be provided. A thirty (30) day written notice of cancellation or non-renewal shall be afforded to Milwaukee County.

The insurance specified above shall be placed with an "A" rated carrier per Best's Rating Guide approved to do business in the state of Wisconsin. Any deviations or waiver of required coverages or minimums shall be submitted in writing and approved by Milwaukee County's Risk Manager as a condition of this Lease. Waivers may be granted when surplus lines and specialty carriers are used.

A certificate of insurance shall be submitted for review to Milwaukee County for each successive period of coverage for the duration of this Lease. The insurance requirements contained within this Agreement are subject to periodic review and adjustment by the County Risk Manager."

(m) Landlord's Covenant of Title. Paragraph 15 of the Lease is amended by adding the following phrase between the phrases "(i) municipal and zoning ordinances, and" and "agreements entered into under them":

"any past, present and future"

(n) Surrender at Termination; Removal of Property. Paragraph 18 of the Lease is amended by deleting the second sentence in the paragraph and replacing it with the following:

"Any structures, alterations, additions or Leasehold improvements installed on the Premises, as well as such Tenant-owned furnishings, fixtures, equipment and supplies associated with the Premises that are necessary for the continued operation of the Premises, shall become the property of the Lessor upon the expiration or termination of the Lease."

(o) Termination. Paragraph 23 of the Lease shall be deleted in its entirety and replaced by the following:

"23. Termination.

(a) Provided that Tenant is not in default under the terms of this Lease, Tenant shall be entitled to terminate this Lease, upon ninety (90) days written notice to Landlord, should Tenant at any time fail to receive adequate funding to allow for the continued operation of the Premises by Tenant. Provided that Landlord is not in default under the terms of this Lease, Landlord shall be entitled to terminate this Lease, upon ninety (90) days written notice, if the County Board adopts a resolution specifically authorizing the termination of the farm and fish operations.

(b) Notwithstanding the above, if the Milwaukee County Board of Supervisors, via official action or resolution, elects to sell any portion of the Temporary Use Property, Tenant's right to use that portion of said property shall automatically terminate. In the event of a sale, Landlord agrees to allow Tenant the ability to harvest its crops, provided the crops were planted before the sale of the property. In addition, and as part of the Sales Contract, the County shall require the purchaser of the Temporary Use Property, or any portion thereof, to financially reimburse Tenant for the replacement of any specialty crop planted on said property.

(c) As it pertains to the Conditional Use Property, Tenant's right to use said property shall automatically terminate upon the Franklin Little League, Inc.'s written notification to the Parks Director and the Office of the Sheriff ("Sheriff") of its intention to expand into the property. Tenant understands, acknowledges and agrees that it shall have up to nine (9) months after

Landlord's receipt of said notification by the Little League to harvest any crops already planted on such property."

(p) Operation of the Premises; Landlord's Obligations; Tenant's Obligations. Paragraph 28 of the Lease shall be deleted in its entirety and replaced by the following:

"28. Operation of the Premises. It is the intention of Landlord and Tenant that during the Term the Premises shall be operated by Tenant as an urban work farm to plant, harvest and distribute produce and fish to a network of charities that provide hunger relief to low-income persons in the Milwaukee geographic area pursuant to the conditions set forth in Wisconsin State Statutes. In furtherance thereof, Landlord and Tenant have agreed to assume certain obligations with respect to the operation of the Premises, as set forth in this Section 28.

(a) Landlord's Obligations. During the Term, Landlord shall, at Landlord's sole cost and expense:

(i) Provide access to Milwaukee County water necessary for Tenant's operations at the Premises, including, without limitation, as required for irrigation purposes and the operation of the hatchery; and

(ii) Provide technical assistance and necessary supportive material the Tenant for the development of grant or funding applications, as needed.

(b) Tenant's Obligations. During the Term, Tenant shall, at Tenant's sole cost and expense:

(i) Determine which crops will be planted and harvested at the Premises;

(ii) Distribute a minimum of 200,000 pounds of produce harvested at the Premises for distribution to Milwaukee County emergency food pantries, homeless shelters and soup kitchens. All produce harvested by Tenant will be donated to such recipients at no cost to such recipients. Tenant shall use its commercially reasonable efforts to ensure that all such recipients do not sell the produce harvested at the Premises by Tenant;

(iii) Dedicate a minimum of one (1) acre of the Premises to the planting and harvesting of pumpkins for distribution to Milwaukee County Parks, Milwaukee County Zoo, and other non-profit organizations, provided that Tenant shall not be required to harvest the pumpkins for such distribution. All other pumpkins harvested by Tenant will be donated to such recipients at no cost to such recipients. Tenant shall use its commercially reasonable efforts to ensure that all such recipients do not sell the pumpkins harvested at the Premises by Tenant. Pumpkins will be provided by Tenant on a first-come, first-serve basis;

(iv) Stock the Milwaukee County Park lagoons a minimum of 3 times per year with a minimum of 40,000 fish per year; dates and locations for stocking, and types of fish to be mutually agreed upon;

(v) Provide Landlord with 10 cords of wood annually;

(vi) When required by the Sheriff, ensure that Tenant's staff (including employees and volunteers) and visitors have passed MCCFS security screening before entering upon the Premises;

(vii) When required by the Sheriff, ensure that Tenant's staff (including employees and volunteers) and visitors follow MCCFS rules, policies and procedures while at the Premises; and

(viii) Purchase farm elements and all seeds and chemicals necessary for the Tenant's operations at the Premises."

(q) Land Preservation. Paragraph 29 of the Lease is hereby deleted in its entirety.

(r) Grants. Paragraph 30 of the Lease is amended by striking the last sentence of the paragraph.

(s) Records and Audits. Paragraph 31 of the Lease shall be deleted in its entirety and replaced by the following:

"31. Records and Audits. 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 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 Tenant in performing the duties described under this Lease shall subject the subcontractor and/or associates to the same audit terms and conditions as Tenant. Tenant (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."

(t) Notices. Paragraph 32 is amended by deleting "Milwaukee County House of Correction" and its corresponding address from "To Landlord:", and replacing it with "Milwaukee County Department of Parks, Recreation and Culture, 9480 Watertown Plank Rd., Wauwatosa, WI 53226, Attn: Parks Director".

3. **ADDITIONS TO LEASE:** The Lease is amended to add the following Paragraph:

(a) "40. Employment of Mr. David Mueller. Tenant agrees to hire Mr. David Mueller as its Fish Culturist on its standard terms of employment."

4. **PUBLIC HEALTH, SAFETY AND WELFARE EMERGENCIES.** In the event of a public health, safety and welfare emergency, nothing contained in the Lease shall be construed to prohibit Milwaukee County's Office of the Sheriff ("Sheriff"), its agents or employees from entering and taking control of the Premises for the purpose of discharging their lawful duties. The exercise by the Sheriff of its rights under this paragraph shall not be deemed a default of the Lease on the part of the Landlord.

5. **RATIFICATION OF LEASE.** Tenant hereby ratifies the terms and provisions of the Lease and agrees that Tenant remains bound by the terms and provisions of the Lease as amended by this 2d Amendment.
6. **OTHER TERMS AND CONDITIONS.** Except as specifically modified or amended herein, all other terms and conditions of the Lease, as amended by the 2d Amendment to Lease, shall remain in full force and effect.
7. **CONFLICT.** In the event of a conflict between the terms and conditions of the Lease and the terms and conditions of this 2d Amendment, the terms and conditions of this 2d Amendment shall control.
8. **BINDING EFFECT.** This 2d Amendment shall bind the parties hereto and their respective successors and assigns.

IN WITNESS WHEREOF, the undersigned have executed this 2d Amendment to Lease as of the date written above.

MILWAUKEE COUNTY

By: _____
 Print: _____
 Title: _____

HUNGER TASK FORCE, INC.

By: _____
 Print: _____
 Title: _____

Approved as to form and independent status:

Reviewed by:

By: _____ Date: _____
 Corporation Counsel

By: _____ Date: _____
 Risk Management



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

Date: February 24, 2012
To: Gerry Broderick, Chair, Parks, Energy and Environment Committee
From: Sue Black, Director, Department of Parks, Recreation and Culture
Subject: **Beer Garden Request for Proposals – INFORMATIONAL**

ISSUE

Beer Garden Request for Proposals.

BACKGROUND

Verbal informational report by the Department of Parks, Recreational and Culture updating the Committee on the progress of the Beer Garden Request of Proposals.

RECOMMENDATION

No action requested. Informational item unless further action required.

Prepared by: Paul Kuglitsch, Contract Services Officer

Recommended by:

Approved by:

Laura Schloesser, Chief of
Administration and External Affairs

Sue Black, Parks Director

Cc: County Executive Chris Abele
Amber Moreen, Chief of Staff, County Executive's Office
Terrence Cooley, Chief of Staff, County Board
Supv. Jason Haas, Vice-Chair, Parks, Energy & Environment Committee
Vince Masterson, Fiscal Mgt. Analyst, Admin & Fiscal Affairs
Janelle Jensen, Parks, Energy & Environment Committee Clerk
Glenn Bultman, Research Analyst, County Board
Jessica Janz-McKnight, Research Analyst, County Board



COUNTY OF MILWAUKEE
Inter-Office Communication

Date: February 21, 2012

To: Supervisor Lynne De Bruin, Vice Chair, Committee on Finance and Audit
Supervisor Gerry Broderick, Chairman, Committee on Parks, Energy and Environment

From: Jerome J. Heer, Director of Audits

Subject: Status Report - Audit of Parks Infrastructure (File No. 10-52)

At its meeting on January 28, 2010, the Finance and Audit Committee referred our audit report, "A Tale of Two Systems: Three Decades of Declining Resources Leave Milwaukee County Parks Reflecting the Best and Worst of Times," to the Committee on Parks, Energy and Environment regarding Audit recommendations and also to the Parks Department for a status report in April 2010 on the implementation of the recommendations. Subsequent status reports also were provided to your respective committees for the October 2010 and the March and September 2011 meeting cycles.

Parks management's current response to the seven audit and policy-related recommendations is interspersed throughout its 5-Year Capital Request report under separate sections devoted to each recommendation. Also included in the report is a copy of our form "Status of Implementing Department of Audit Report Recommendations" containing our recommendations and prior responses from Parks.

Based on past and present comments and initiatives undertaken by Parks management, we believe all recommendations not related to building assessments have been adequately addressed.

We will continue to monitor Parks implementation of recommendations relating to building assessments through our follow-up of the Countywide building assessment issues contained in our audit report "Milwaukee County Needs to Commit to a Preventive Repair & Maintenance Program to Ensure Public Safety."

It should be noted that we have not reviewed the information contained in the Parks 5-year Capital Request report for accuracy or propriety.

This report is informational.


Jerome J. Heer

JJH/PAG/cah

Attachment (See Legistar File INF 12-255 to view copy of 256 page report).

cc: Finance and Audit Committee Members
Parks, Energy and Environment Committee Members
Chris Abele, Milwaukee County Executive
Sue Black, Director, Department of Parks, Recreation & Culture
Pat Farley, Director, Department of Administrative Services
Terrence Cooley, Chief of Staff, County Board Staff
Steve Cady, Fiscal & Budget Analyst, County Board Staff
Glenn Bultman, Research Analyst, County Board Staff
Carol Mueller, Chief Committee Clerk, County Board Staff
Linda Durham, Committee Clerk, County Board Staff



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

Date: February 20, 2012

To: Gerry Broderick, Chair, Parks, Energy and Environment Committee
Lynne De Bruin, Vice Chair, Finance and Audit

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

Subject: Zablocki Park Fund Transfer – INFORMATIONAL

ISSUE

Zablocki Park Fund Transfer.

BACKGROUND

Verbal informational report and presentation by the Department of Parks, Recreational and Culture regarding a fund transfer for capital improvements at Zablocki Park.

RECOMMENDATION

No action requested. Informational item unless further action required.

Prepared by: Paul Kuglitsch, Contract Services Officer

Recommended by:

Approved by:

Laura Schloesser, Chief of
Administration and External Affairs

Sue Black, Parks Director

Cc: County Executive Chris Abele
Amber Moreen, Chief of Staff, County Executive's Office
Terrence Cooley, Chief of Staff, County Board
Supv. Jason Haas, Vice-Chair, Parks, Energy & Environment Committee
Vince Masterson, Fiscal Mgt. Analyst, Admin & Fiscal Affairs
Carole Mueller, Finance and Audit Committee Clerk
Janelle Jensen, Parks, Energy & Environment Committee Clerk
Steve Cady, Fiscal and Budget Analyst
Glenn Bultman, Research Analyst, County Board
Jessica Janz-McKnight, Research Analyst, County Board



**MILWAUKEE COUNTY COMMUNITY DEVELOPMENT BLOCK GRANT PROGRAM
APPLICATION FOR FUNDING FOR PROGRAM YEAR 2012**

APPLICATION SPONSOR Milwaukee County Department of Parks, Recreation & Culture
APPLICATION TITLE Baseball Field Improvements at Zablocki Park
APPLICANT MAILING ADDRESS 9480 Watertown Plank Road
CITY/VILLAGE Wauwatosa ZIP 53226
PROPOSAL CONTACT PERSON Dave Burch PHONE 257-4757
FAX NUMBER 257-8190
E-MAIL ADDRESS Dave.Burch@milwcnty.com

SUMMARY BUDGET (Fill out after completing Form 2, Page 11).

- | | |
|--|------------------|
| 1) TOTAL SALARY & FRINGE BENEFIT COSTS (Form 2, Line 3) | \$ _____ |
| 2) TOTAL STAFF SUPPORT COSTS (Form 2, Line 16) | \$ _____ |
| 3) TOTAL CONSULTANT COSTS (Form 2, Line 21) | \$ <u>0</u> |
| 4) TOTAL CAPITAL COSTS (Form 2, Line 25) | \$ <u>40,000</u> |
| 5) TOTAL MILWAUKEE COUNTY CDBG FUNDING REQUEST (Must Equal Sum of 1-4) | \$ <u>40,000</u> |
- 6) PROJECT DURATION (Select one)
- THIS WILL BE A ONE-TIME REQUEST FOR FUNDING
- CONTINUING PROJECT, FUTURE COUNTY CDBG FUNDING WILL BE SOUGHT

FOR OFFICE USE ONLY

RECEPTION RECORD

_____ INITIAL
_____ REVISED

**MILWAUKEE COUNTY COMMUNITY DEVELOPMENT BLOCK GRANT PROGRAM
APPLICATION FOR FUNDING FOR PROGRAM YEAR 2012**

7) PROJECT ELIGIBILITY, NATIONAL OBJECTIVE, AND CONSOLIDATED PLAN OBJECTIVE

Indicate in the spaces provided the number and title of the appropriate eligible activity from the Project Eligibility List and the National Objective code that apply to your proposed activity.

Project Eligibility Number 03F _____
Project Eligibility Title Public Facilities and Improvements - Parks and Recreational Facilities
National Objective Code (3 letters) LMA _____

7a) NATIONAL OBJECTIVE JUSTIFICATION

In the space below provide a full explanation of how the proposed activity meets the selected National Objective code. Present your case in terms of the National Objective explanation and Required Information on pages 2e through 2h. **(Applications which do not provide this explanation will be returned to the Sponsor for completion).**

The Milwaukee County Department of Parks, Recreation and Culture is requesting CDBG funding for improvements to the ball fields at Zablocki Park. Zablocki Park is located at 3717 W. Howard Avenue in the City of Greenfield. It has a 1/2 mile service radius that encompasses all or part of the following census tracts:

191, 199, 200, 1203, 1204

According to 2000 census data, 44% of the persons living within those census tracts are of low-to-moderate income.

7b) CONSOLIDATED PLAN OBJECTIVE

In the space below provide a full explanation of how the proposed activity meets a specific objective of the County's Consolidated Plan. Identify the objective(s) and present information necessary to make your case. Use the Consolidated Plan Objectives on pages 2h and 2i to complete this item.

The improvements to the baseball fields addresses the following objectives of the County's Consolidated Plan:
Objective 1A - They will provide the opportunity for the older adults and others to watch basketball.
Objective 1C - They will provide a higher quality recreational outlet for community youths. Approximately 44% of the persons living within the 0.5 mile service radius of Zablocki Park are of low-to-moderate income. This economic status is often associated with single parent households, households with two wage earners and foster care households. High quality, up-to-date, community-based recreational facilities provide important opportunities for the positive growth, development, and education youths, particularly those living under challenging circumstances.
Objective 2B - They will improve the appearance of Zablocki Park.

**MILWAUKEE COUNTY COMMUNITY DEVELOPMENT BLOCK GRANT PROGRAM
APPLICATION FOR FUNDING FOR PROGRAM YEAR 2012**

8) APPLICANT MISSION STATEMENT

In the space provided below describe your agency's goals and objectives, as stated in Articles of Incorporation or in practice. Include a description of your agency's overall programs, its primary target population(s), and the desired outcomes for your clients.

Within budget and policy guidelines established by the Milwaukee County Board of Supervisors, the Department of Parks serves the needs of County residents by:

- § Preserving and protecting the natural environment paying special attention to critical and sensitive natural resources.
- § Providing open space for the enjoyment and recreation needs of the public while, at the same time, responding to changing urban development patterns and recreational demands.
- § Providing a variety of safe, active and passive recreational opportunities offered at reasonable cost, which respond to the needs and preferences of the public.

The primary target population is the residents of Milwaukee County, although Parks Department facilities are used by significant numbers of persons living outside Milwaukee County.

**MILWAUKEE COUNTY COMMUNITY DEVELOPMENT BLOCK GRANT PROGRAM
APPLICATION FOR FUNDING FOR PROGRAM YEAR 2012**

9) APPLICANT HISTORY

Provide a brief history of your agency in the space provided below, including major accomplishments and experience in meeting the goals and objectives stated in Item 8 above. **Specifically include the number of years your agency has been in operation.**

The Milwaukee County Parks Department, organized under Wisconsin State Law in 1907, has been in operation for 104 years. The first land was purchased for the County Park System in the year 1910. In 1936, 37 City of Milwaukee parks were transferred to Milwaukee County jurisdiction.

Park construction peaked between 1950 and 1975. During that time period, population, tax base, and neighborhoods were experiencing growth and expansion. Today, many of the Milwaukee County Parks Department's existing facilities are approaching or reaching their expected useful life. Substantial system-wide redevelopment and rehabilitation are now required. At the same time, however, County government's ability to invest in infrastructure improvement is severely limited by a sluggish economy, budget constraints, and ever increasing demands placed on all levels of government.

The Milwaukee County Parks Department's current efforts are focused on the continuance of prioritized infrastructure improvements to maintain and ensure the quality and safety of the Parks Department's park sites, facilities, and considerable infrastructure; and continue, when possible, the appropriate development of land and facilities to provide a balanced and integrated public park and recreation system capable of satisfying the diverse recreational demands of the public now and in the future.

**MILWAUKEE COUNTY COMMUNITY DEVELOPMENT BLOCK GRANT PROGRAM
APPLICATION FOR FUNDING FOR PROGRAM YEAR 2012**

10) PROPOSAL DESCRIPTION

In the space below describe the specific activity for which Milwaukee County CDBG funds are being sought. This should be described in some detail and in the context of an eligible CDBG activity as listed on the Project Eligibility List. If the activity is a service, describe the service, the intended beneficiaries, the intended result, and the process for implementation. If the activity is a physical improvement, describe what it is that will be improved (including a property address, as appropriate), how the improvement will be made, who will benefit from the improvement, and what will be the desired result. Do not include information here that should be in Items 8 and 9.

Improving the condition of the baseball fields at Zablocki Park is the specific activity for which Milwaukee County CDBG funds are being sought. The requested funds would be used to match a \$40,000 donation from the Milwaukee Brewer's Prince Fielder for \$80,000 in total baseball field improvements.

Zablocki Park is located at 3717 W. Howard Avenue in the City of Greenfield. It is a popular destination for kids in the community looking for opportunities to play outdoors due to the fact that it provides 45 acres of green space in a high-density residential area.

The baseball improvements will enhance outdoor recreation for the community, and it will improve the appearance of the park. The improvements will also benefit less active members of the community who enjoy just watching others play baseball.

Equipment for this project would be purchased from private vendors, and construction aspects would be performed by private contractors. Project management and oversight would be performed by Parks Department and Milwaukee County Public Works staff.

The main beneficiaries of the proposed project are the youths who play basketball and live within the densely populated 1/2 mile service radius of the park, and the people who come to watch the games. The desired results would be high quality baseball facilities that serve the needs of the local community.

**MILWAUKEE COUNTY COMMUNITY DEVELOPMENT BLOCK GRANT PROGRAM
APPLICATION FOR FUNDING FOR PROGRAM YEAR 2012**

11) PROPOSAL ACTIVITY OBJECTIVES

On the lines below list, specifically and concisely, the objectives of the proposed activity, providing a cost to accomplish each objective.

Total costs for all objectives must equal the total application funding request in Item 5 on Page 1.

Quantify activity objectives to the greatest extent possible. (Examples: "Install 1200 lineal feet of 18 inch sewer pipe"; "construct 26 individual curb ramps"; "rehabilitate a 50,000 square foot structure"; "install new windows and hot air furnace in an existing structure"; "create 4 new jobs by constructing a 4,000 square foot addition to an existing facility"; "conduct a study of weekend facility use by the elderly".) **If more than one objective is listed, the objectives should be in priority order.**

Baseball field improvements	\$ 40,000
	\$
	\$
	\$
	\$
	\$
	\$
	\$
Engineering/construction	\$
TOTAL REQUEST	\$ 40,000

**MILWAUKEE COUNTY COMMUNITY DEVELOPMENT BLOCK GRANT PROGRAM
APPLICATION FOR FUNDING FOR PROGRAM YEAR 2012**

12) NEEDS STATEMENT

Describe in the space below the need(s) which your proposed project is designed to address. Be sure to cite and summarize both agency experience and outside data sources to support your case. The information presented should be sufficient to justify your proposed project.

Zablocki Park plays a critical role in provision of outdoor recreational opportunities for persons living in an area where 44% of the residents are of low-to-moderate income. This economic status is often associated with single parent households, households with two wage earners and foster care households. There are no other baseball fields within the ½ mile service radius of the park. High quality, up-to-date, community-based recreational facilities provide important opportunities for the positive growth, development, and education youths, particularly those living under challenging circumstances and who have limited access to alternative recreational facilities.

13) PROJECT LOCATION

In the space below identify the specific location of the proposed project. If the activity is site specific, provide the street address of the activity or some other readily recognizable description. If the activity is a service provide the address of the site or sites from which the service will be provided.

Zablocki Park is located at 3717 West Howard Avenue in the City of Greenfield.

14) PROJECT SERVICE AREA

In the space below specifically describe the service area of the project. You may use street boundaries, census tract information, or other recognizable boundaries of the service area. A service area may differ substantially from the project's specific location as reported in Item 13 above. A service area is where project beneficiaries come from or where residents using a facility live. If a proposed project will provide a service that is available to residents throughout Milwaukee County simply state that the project is County-wide.

Zablocki Park has a 1/2 mile service radius which encompasses all or part of the following census tracts:

191, 199, 200, 1203, 1204

**MILWAUKEE COUNTY COMMUNITY DEVELOPMENT BLOCK GRANT PROGRAM
APPLICATION FOR FUNDING FOR PROGRAM YEAR 2012**

15) PROPOSAL BENEFICIARIES

If, on Page 2, you selected National Objective Code **LMA, LMC, LMH, or LMJ** to justify your project you must fill out the information requested below. Only applicants who are proposing to exclusively serve a presumed benefit clientele group must also fill out Section D.

A. Projected total beneficiaries: (persons or households)

Persons 19,079 (or)
Households _____

B. Projected percentage of total beneficiaries that meet low and moderate income limits (See Table 1 on page 2g): (persons or households)

% Persons 44 (or)
% Households _____

C. Projected beneficiary description (enter numbers proposed to be served):

	Male	Female	Total
White, not Hispanic	<u>7,776</u>	<u>8,996</u>	<u>16,772</u>
Black, not Hispanic	<u>160</u>	<u>223</u>	<u>383</u>
American Indian/ Alaska Native	<u>73</u>	<u>81</u>	<u>154</u>
Hispanic	<u>687</u>	<u>655</u>	<u>1,342</u>
Asian/Pacific Islander	<u>210</u>	<u>218</u>	<u>428</u>

Fill out Section D below only if your activity exclusively serves one of the listed clientele groups (enter numbers proposed to be served):

D.	Male	Female	Total
Abused Children	_____	_____	_____
Battered Spouses	_____	_____	_____
Elderly	_____	_____	_____
Severely Disabled Adults	_____	_____	_____
Homeless	_____	_____	_____
Illiterate Adults	_____	_____	_____
Migrant Farm Workers	_____	_____	_____
Persons Living w\AIDS	_____	_____	_____

NOTE: Funded projects shall submit *actual* beneficiary data.

**MILWAUKEE COUNTY COMMUNITY DEVELOPMENT BLOCK GRANT PROGRAM
APPLICATION FOR FUNDING FOR PROGRAM YEAR 2012**

16) MBE/WBE PARTICIPATION

The County has adopted a policy requiring every CDBG-funded construction project to expend 20% of the grant award for minority-owned businesses and 5% on women-owned businesses. This can be achieved through sub-contractors, or the purchase of services or supplies. If your proposed project involves construction, explain how you will meet this requirement.

If the proposed project is approved, construction aspects will be administered by the Milwaukee County A&E Division. As a result, all CDBG requirements and Milwaukee County policies concerning minority-owned and women-owned businesses will be complied with.

17) REAL PROPERTY ACQUISITION

If the proposed project includes acquisition of real property (even if less than fee simple), state the location and method of acquisition for the property. (Acquisition may require benefits be paid to the present owners. These benefits may be eligible project costs. Contact County staff if you have questions). If there is no acquisition anticipated check "None".

NONE

18) DISPLACEMENT

A proposed project may require that present occupants of real property vacate. If this displacement will result from your proposed project describe the circumstances. (Displacees must be identified by race and by the census tract they will be displaced from. Displacees may be entitled to benefits, which could be eligible project costs. Contact County staff if you have questions). If no displacement will occur check "None".

NONE

MILWAUKEE COUNTY COMMUNITY DEVELOPMENT BLOCK GRANT PROGRAM
APPLICATION FOR FUNDING FOR PROGRAM YEAR 2012

19) HANDICAPPED ACCESSIBILITY

The Federal government requires that no qualified individual with handicaps shall, because a facility is inaccessible to or unusable by individuals with handicaps, be denied the benefits of, be excluded from participation in, or otherwise be subjected to discrimination under any program or activity that receives Federal financial assistance. In the space provided below, describe how your facility and/or program either currently complies with this requirement or will be made to comply.

The Milwaukee County Parks Department has made a concerted effort, over the past ten to fifteen years, to remove barriers from its sites and facilities. The proposed Dineen Park improvements will be barrier-free and ADA compliant to the fullest extent possible.

20) DATE BUILDING ORIGINALLY CONSTRUCTED Not applicable.

If your proposed project requests funds for facility renovation and/or rehabilitation, the original construction date must be provided on the line above.

21) BUILDING OWNERSHIP

If your proposed project requests funds for facility renovation and/or rehabilitation, indicate below the address of the property and indicate with a check mark whether your agency owns or leases the property.

Address: 3717 W. Howard Avenue
City of Greenfield

Agency Owns Property: _____
Agency Leases Property: _____

If your agency leases the property please identify the building owner by name and address and attach a copy of the lease.

**MILWAUKEE COUNTY COMMUNITY DEVELOPMENT BLOCK GRANT PROGRAM APPLICATION
FORM 2: PROPOSED USE OF FUNDS**

SCHEDULE 1A: STAFF POSITIONS AND PAYROLL COSTS

1		2		3		4		5		6	
No. of Positions		Position Title		Avg. Annual Salary		% Effort		Cost to Project			
New	Existing										

Fringe benefits can include Social Security tax (employer's share), pension, employer's share of employee's annuity payments, workmen's compensation, and health, life, and unemployment insurance

TOTAL:		
1. Salaries	\$	_____
2. Fringe benefit costs	\$	_____
3. TOTAL SALARY & FRINGE BENEFITS	\$	_____

SCHEDULE 1B: SUPPORT COSTS

LINE ITEMS

4. Rent	\$	_____
5. Maintenance service	\$	_____
6. Telephone/telecommunications	\$	_____
7. Office material/supplies	\$	_____
8. Postage	\$	_____
9. Duplicating/printing	\$	_____
10. Books/periodicals	\$	_____
11. Mileage (_____ miles @ \$._____ mile)	\$	_____
12. _____	\$	_____
13. _____	\$	_____
EXPLAINED/IDENTIFIED ITEMS (Describe Each)		
14. Office furniture/business equipment	\$	_____

15. Travel	\$	_____

16. TOTAL SUPPORT COSTS	\$	_____

SCHEDULE 1C: CONSULTANT COSTS (Describe Each)

17. Accounting/audit services	\$	_____
18. Architectural/engineering services	\$	_____
19. Legal services	\$	_____
20. Other professional services or consultants	\$	_____
21. TOTAL CONSULTANT COSTS	\$	_____

SCHEDULE 1D: CAPITAL COSTS (Describe Each)

22. Acquisition of land or structures	\$	_____
23. Capital Equipment	\$	_____
24. Construction or rehabilitation	\$	40,000
25. TOTAL CAPITAL COSTS	\$	40,000

MILWAUKEE COUNTY COMMUNITY DEVELOPMENT BLOCK GRANT PROGRAM APPLICATION

INSTRUCTIONS FOR COMPLETION

FORM 2: PROPOSED USE OF FUNDS

SCHEDULE 1A:

All information reported on this schedule concerning staffing should include only costs to be charged to the County Community Development Block Grant.

Number of Positions (Cols. 1 and 2) - Indicate the number of positions by position title, and whether the position will be newly created (new) with the requested funds or whether the position exists now (existing) and will be funded with requested Community Development funds.

Position Title (Col. 3) - Use titles common to your organization.

Average Annual Salary (Col. 4) - Indicate what the annual salary for each position listed is, regardless of the duration of the proposed project.

Percent Effort (Col. 5) - Indicate the percentage of time during the program year that will be spent on this project by persons filling the positions listed. This percentage should relate only to the time that will be charged to County Community Development funding. Example - If the Executive Director of your organization will spend 10% of his or her time on this project, and the full 10% will be charged to County Community Development, then 10% should be entered in Col. 5. If the total number of persons in a single position title is more than one, then the percentage of effort should be the total for all persons with that position title. Example - If in Col. 2 you listed 2 persons filling the position of housing counselor, and each was to work on the project full time, then the proper entry in Col. 5 is 200%.

Cost to Project (Col. 6) - Multiply Col. 4, Average Annual Salary, by Col. 5, Percent Effort, to arrive at the total costs to the project for its one year period of operation.

Line 1 (Salaries) - This figure should be the total of costs reported in Cost to Project (Col. 6).

Line 2 (Fringe benefit costs) - This figure should include all normal fringe benefits paid by the employer on behalf of the employees, that are not otherwise included in the staff salary cost.

SCHEDULES 1B, 1C, and 1D:

Once again, all costs reported for items on these schedules should include only those to be charged to the County Community Development Block Grant. Questions about specific items listed in the schedules should be addressed to program staff.

MILWAUKEE COUNTY COMMUNITY DEVELOPMENT BLOCK GRANT PROGRAM APPLICATION

FORM 3: SCHEDULE OF PERFORMANCE

APPLICATION TITLE: Baseball Field Improvements at Zablocki Park
 APPLICATION SPONSOR: The Milwaukee County Parks Department
 ACTIVITY: Public Facilities and Improvements - 03F
 IF CLIENTELE ORIENTED , ACTIVITY SERVES 19,079 PERSONS or
 _____ HOUSEHOLDS

ACTIVITY PHASES:	JAN	FEB	MAR	APR	MAY	JUN	JUL	AUG	SEP	OCT	NOV	DEC	PROJECTED TOTAL BENEFICIARIES
PREPARATION	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	
IMPLEMENTATION	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>							
GRAND TOTAL PROJECTED BENEFICIARIES													19,079

MILWAUKEE COUNTY COMMUNITY DEVELOPMENT BLOCK GRANT PROGRAM APPLICATION

INSTRUCTIONS FOR COMPLETION
FORM 3: SCHEDULE OF PERFORMANCE

APPLICATION SPONSOR: From Page 1 of this Application

APPLICATION TITLE: From Page 1 of this Application

ACTIVITY: From Page 6, Item #11 of this Application.
For each activity listed in Item #11, fill out a separate FORM 3 according to the instructions below.

TYPE OF SCHEDULE:

- TIMELINE Activities which have a TIMELINE should project date ranges of activity and/or non-client based activity goals. Date ranges are indicated by arrows across the appropriate months. Non-client goals are to be numerically designated. (Examples of non-client based goals would be 1) a number of workshops to be held during a year when the number of individual participants could not be determined, or 2) publication of a periodic newsletter when a number of each issue is distributed).
- CLIENTELE Activities which are based on CLIENTELE served should project the number of clients to be served during each month of the program year. Clients should not be counted more than once if they are to receive service on a continuing basis throughout the program year.

Activities which have both TIMELINE and CLIENTELE aspects to them are hybrids of the above descriptions. Each phase of such an activity should be filled out according to whether it is TIMELINE oriented or CLIENTELE oriented.

IF CLIENTELE:

- PERSONS Indicate, by a check mark, if persons are served, or
- HOUSEHOLDS Indicate, by a check mark, if households are served.

ACTIVITY PHASES Use only the phases appropriate for the activity. Describe what will take place in the left hand phase title box. DO NOT INCLUDE SCHEDULES FOR PHASES NOT PAID FOR WITH COUNTY CDBG FUNDS. Continuing activities may need only the IMPLEMENTATION phase. Examples:

PREPARATION May include design and work plan preparation, surveys, or client identification.

IMPLEMENTATION May include bidding and contract awards, initial outreach, or equipment purchasing, activity's principal accomplishment(s), and project completion.

TOTAL BENEFICIARIES For CLIENTELE activities, sum the total of the monthly projected clients in the far right hand column.

**MILWAUKEE COUNTY COMMUNITY DEVELOPMENT BLOCK GRANT PROGRAM APPLICATION
FORM 4: REVENUE PLAN**

<u>ADDITIONAL SOURCES OF FUNDS FOR PROPOSED PROJECT</u>	<u>APPLIED FOR</u>	<u>SECURED</u>
Milwaukee County CDBG	\$ 40,000	\$ -0-
Other Milwaukee County Funds (Identify department)	\$ _____	\$ _____
Other Federal Funds (Identify agency)	\$ _____	\$ _____
State Funds (Identify agency)	\$ _____	\$ _____
Local Government Funds (Identify specific source)	\$ _____	\$ _____
Foundation Grants (Identify foundation(s))	\$ _____	\$ _____
Other Revenue Sources	\$ _____	\$ _____
1.	\$ _____	\$ _____
2.	\$ _____	\$ _____
3.	\$ _____	\$ _____
4.	\$ _____	\$ _____
5.	\$ _____	\$ _____
	\$ _____	\$ _____
Total Project Budget	\$ 40,000	\$ _____

<u>2012</u> SPONSOR'S PROJECTED FUNDING FOR ENTIRE AGENCY, FROM ALL SOURCES	<u>2012</u>
Milwaukee County CDBG (same as above)	\$ _____
Milwaukee County Funds (Identify)	\$ _____
Other Federal Funds (Identify agency)	\$ _____
State Funds (Identify agency)	\$ _____
Local Government Funds (Identify specific source)	\$ _____
Foundation Grant (Identify foundations)	\$ _____
Other Revenue Sources	\$ _____
1.	\$ _____
2.	\$ _____
3.	\$ _____
4.	\$ _____
5.	\$ _____
	\$ _____
Total Agency Budget	\$ _____

MILWAUKEE COUNTY COMMUNITY DEVELOPMENT BLOCK GRANT PROGRAM APPLICATION
FORM 5: SPONSOR PROFILE

NAME: Milwaukee County Department of Parks, Recreation & Culture

MAILING ADDRESS: 9480 Watertown Plank Road

Wauwatosa, WI 53226

CHECK IF: NON-PROFIT ORGANIZATION

FOR-PROFIT ORGANIZATION

DATE OF INCORPORATION, IF INCORPORATED: 1835

PRINCIPAL OFFICES LOCATED AT: 9480 Watertown Plank Road

Wauwatosa, WI 53226

CHECK IF: PRINCIPAL OFFICES ARE OWNED

EXEMPT FROM PROPERTY TAXES

PRINCIPAL OFFICES ARE LEASED
(Identify the building owner by name and address):

DEPOSITORY INSTITUTION HANDLING FINANCIAL ACCOUNTS:

FINANCIAL ACCOUNTING AND AUDITS

(Describe who does financial accounting (in-house or contracted); how often independent audits are conducted):

SPONSOR'S TOTAL EMPLOYEES:

MANAGERIAL/PROFESSIONAL 109

CLERICAL/OFFICE 40

TASK EMPLOYEES 307

EXECUTIVE DIRECTOR'S NAME: Sue Black

IN THIS POSITION SINCE: January 2004

SPONSOR'S INTERNAL REVENUE SERVICE EMPLOYEE IDENTIFICATION NUMBER: 39 - 6005720

SPONSOR'S D-U-N-S NUMBER: 17-289-6383

A DUNS number is now a requirement for any business that receives CDBG funds. If you do not have one, you can register online at <http://fedgov.dnb.com/webform> or call 866-705-5711 to receive your number. This process takes approximately ten minutes. DUNS Number assignment is FREE for all businesses required to register with the U.S. Federal government for contracts or grants.

MILWAUKEE COUNTY COMMUNITY DEVELOPMENT BLOCK GRANT PROGRAM APPLICATION

FORM 6: CERTIFICATIONS

(Submit one copy with original signatures)

I, _____ (chief elected officer of Board of Directors) _____ (title)
of _____ (organization)

do hereby attest to and certify the following:

- 1. The Application described in this document has been considered by the Board of Directors of this organization, and the Board, in a meeting of its quorum on this Application to the Milwaukee County Community Development Block Grant Program.
2. The Board of Directors has authorized this organization to accept any funds granted by the County for this Application, and to implement the purposes of this Application it is herein described.
3. The Board of Directors has been informed of, and recognizes that this Application shall be operated in accordance with, all relevant Federal, State, County and municipal legislation, codes, ordinances, or other controlling regulations, and furthermore, the Board recognizes and accepts whatever directions the County makes to ensure compliance with these.
4. The Board of Directors of this organization has considered and recognizes that the primary objective of the Community Development Block Grant Program is the development of viable urban communities, by providing decent housing and a suitable living environment and expanding economic opportunities, principally for persons of low- and moderate-income. The Board of Directors shall ensure that this Application, if accepted, shall be implemented consistent with this objective.
5. This organization has the administrative capacity, financial accounting capability, and legal authority to carry out the Application.

Signed _____ Name

_____ Date

ACKNOWLEDGMENT

STATE OF WISCONSIN)
) ss.
_____ County)

Personally came before me this _____ day of _____, 20____, the above named _____ to me known to be the person who executed the foregoing instrument and acknowledge the same.

Notary Public _____ County, WI
My commission is permanent. (If not:
Expiration date: _____, 20



MILWAUKEE COUNTY COMMUNITY DEVELOPMENT BLOCK GRANT PROGRAM APPLICATION
FORM 7: SUBMISSIONS

Sponsors other than agencies of Milwaukee County or other offices of government MUST SUBMIT THE FOLLOWING WITH THIS APPLICATION:

1. One copy of the Sponsor's current Articles of Incorporation and By-Laws (If your organization has submitted these to Milwaukee County Community Development Program in a previous year, and they have not changed, it is not necessary to resubmit them at this time).
2. A list of the current Board of Directors including name, address, and identification of officers.
3. One copy of the Sponsor's most recent audited financial statement.

Sponsors seeking advances may be required to obtain a fidelity bond, for at least 1/4 of the value of the awarded amount, covering employee misuse, theft, disappearance, conversion, or destruction of funds. Advances shall be documented and retired within six months of their receipt.