



Date: November 28, 2012

To: Chairwoman M. Dimitrijevic  
Supervisor W. Johnson, Jr.  
Supervisor G. Broderick

CC: Jay Williams

**Subject: Report from the Milwaukee Public Museum  
Fiscal 2012 –Financial Update**

**Summary**

The continuing purpose of the museum is to educate, explore, discover and preserve the world and its people. MPM's mission, across time and cultures, is to be a world class museum that focuses on the intersections between people and the environment and the impact each has on the other.

MPM had a difficult financial year, the main drivers of which are described below. In spite of these financial impacts, the museum achieved a number of successes in support of its mission.

- The Museum received a grant of \$588,467 from NASA to develop and implement an out-of-school program on planetary science for underserved high school students. MPM will partner with Boys & Girls Clubs of Greater Milwaukee to introduce students to planetary science by immersing them in the process of producing a planetary show – from researching topics to writing script to production of 4 5-minute videos that will be seamed together into a show. Those students will become mentors, presenting their products to peers and younger students as well as their families.
- MPM, in conjunction with MPS Foundation, received a 3-year grant (\$150,000) from the Helen Bader Foundation to bring every MPS third grade student to the museum to immerse them in targeted programming on planetary and earth sciences. This programming will directly link to the learning objectives outlined by the district.
- 220 youth from underserved communities in Milwaukee took part in the Museum's Summer Urban Academy, a series of 4 programs that were designed around the installation and impact of the Museum's 7th floor green roof and work to build a greater understanding of the scientific process and the improvement of overall science literacy. Museum educators also conducted outreach education to community clubs in order to bring dynamic, inquiry-based programming to an additional 100 youth. The third component was the opportunity for each family to receive a Family Summer Exploration Pass, enabling the youth to share with their family their experiences through visits to the museum.

## Milwaukee Public Museum

- The Museum's SPARK program, free programming for caregivers and their loved ones suffering from beginning to mid-level Alzheimer's disease and other forms of dementia, received high praise. The Helen Bader Foundation, which sponsored the initial program, is very thrilled with the success we are having at MPM and has asked MPM to host the training and management of the consortium.
- The Museum hosted two traveling exhibits this past year, *Cleopatra: the Search for the Last Queen of Egypt* (closed on April 30, 2012); *Art and the Animal* (May 26 – September 3, 2012).
- MPM received an IMLS grant for \$146,382 to partner with The Field Museum of Natural History to convert the institutions' 31,000 handwritten, paper-based catalog records of its Silurian fossil invertebrate collections to electronic form in the KE Emu Collections Management System. The project will improve access to the collections and make information about them more accurate, engaging, and widely available to diverse audiences of research scientists, the general public, and students of all ages.
- The MPM's world famous typewriter collection is now making its way around the world electronically. [http://oztypewriter.blogspot.com/2012/11/on-this-day-in-typewriter-history\\_7335.html](http://oztypewriter.blogspot.com/2012/11/on-this-day-in-typewriter-history_7335.html)
- The Museum has eight emeritus curators and nine adjunct curators as well as two honorary curators.
- In the past year, the museum has benefited from more than 23,600 hours of donated time from volunteers in the areas of docent tours, special events, collection help, and many other areas.

### **Financial Results (Audited)**

Fiscal 2012 was a financially difficult year for the museum despite increasing attendance numbers for the museum. Base museum attendance, excluding the traveling exhibition, was up 15% over the prior year while the theater/planetarium was slightly down (1.4%). MPM's average annual attendance for the past ten years is 703,000. As has been previously reported, attendance for the Cleopatra Exhibition was well below expectations and the financial impact of that shortfall was significant, generating a (\$0.9 million) loss within the fiscal 2012 results.

Attached are audited financial statements for fiscal 2012. MPM is showing a total loss of (\$3.5 million) for the fiscal year. What caused this decrease? The primary reason was the expensing of \$3.4 million related to Pension and Retiree Medical obligations of a defined benefit plan. The \$3.4 million is made up of \$667,325 in cash payments to the plan and a \$2.7 million (non-cash) increase in the actuarially determined liability. This obligation relates to retiree benefits for certain employees inherited from Milwaukee County when the museum incorporated in 1992. The value of the pension plan assets contributed by MPM is \$5.7 million as of 9/30/12.

Without this expense our decrease in net assets would have been \$107,223. This reflects that our loss from the traveling exhibit was partially offset by new gifts to our capital campaign and investment income.

Similar to other institutions across the country with a defined benefit plan for retirees, MPM faces the challenge of the growth in this liability. It should be noted that no one has been added to this plan since 1992.

**Milwaukee Public Museum**

Museum management took actions to change the structure of the museum and reduce the dependence on the financial success of traveling exhibits. These actions have positioned MPM for a more sustainable financial future.

As reflected in the County Budget, MPM continues to work to revise the existing Lease and Management Agreement (LMA) by the first quarter of 2013.

**Looking Forward**

We continue to work on our infrastructure and permanent exhibits to improve the museum-going experience for our visitors. “*Real Pirates*” opens to the public on December 14<sup>th</sup>. The exhibition will run through May 27, 2013.

Please contact me if you have any questions or concerns with the enclosed materials.

Sincerely,

*Michael A. Bernatz*

Michael A. Bernatz  
Chief Financial Officer  
Milwaukee Public Museum

**Milwaukee Public Museum**

<b>MPM Consolidated Statement of Activities for the Year Ended 8/31/12</b>					
	<b>Yearend</b>	<b>Yearend</b>		<b>Prior Year</b>	<b>Prior Year</b>
	<b><u>Actual</u></b>	<b><u>Budget</u></b>	<b><u>Dev</u></b>	<b><u>Actual</u></b>	<b><u>Change</u></b>
<b>Revenue:</b>					
Contributions and Membership	3,269,607	3,400,975	(131,368)	3,247,404	22,202
Special Event Revenue	555,902	479,550	76,352	401,665	154,237
Public Support	3,502,376	3,502,376	0	3,502,376	0
Admissions	2,874,678	6,023,487	(3,148,809)	2,086,432	788,246
IMAX/Planetarium	772,299	963,928	(191,629)	850,583	(78,285)
Programs	157,376	187,395	(30,020)	188,441	(31,065)
Contributed Services	312,192	0	312,192	288,824	23,368
Restaurant and Facility Rental	266,761	403,764	(137,003)	388,947	(122,186)
Retail	567,074	744,557	(177,483)	740,594	(173,520)
Other income	201,382	103,345	98,037	117,861	83,522
Net assets released from restrictions	1,708,017	951,904	756,113	1,119,365	588,652
<b>Total Unrestricted Revenue</b>	<b>14,187,664</b>	<b>16,761,280</b>	<b>(2,573,615)</b>	<b>12,932,492</b>	<b>1,255,172</b>
<b>Operating Expenses:</b>					
Curatorial	1,261,436	1,173,528	87,908	1,266,901	(5,465)
Exhibits	3,523,118	4,403,409	(880,291)	1,019,556	2,503,562
Special Events	253,111	203,000	50,111	169,977	83,134
Imax/Planetarium	624,176	652,106	(27,931)	736,414	(112,238)
Programs	529,158	522,996	6,162	571,632	(42,474)
Contributed Services	312,192	0	312,192	288,824	23,368
Restaurant and Facility Rental	64,889	53,841	11,048	90,260	(25,371)
Retail	507,646	580,729	(73,083)	638,205	(130,559)
Fundraising	1,179,566	1,196,168	(16,602)	1,034,695	144,871
Administrative	2,216,986	2,862,729	(645,744)	2,264,790	(47,804)
Facilities	3,273,197	3,005,802	267,395	3,144,645	128,552
Interest	217,810	215,400	2,411	249,893	(32,082)
Marketing	598,177	507,634	90,542	589,807	8,370
Depreciation	1,415,410	1,309,421	105,989	1,510,418	(95,008)
<b>Total Operating Expenses</b>	<b>15,976,869</b>	<b>16,686,763</b>	<b>(709,893)</b>	<b>13,576,015</b>	<b>2,400,855</b>
Inc (dec) in unrestricted net assets before non operating items	(1,789,205)	74,517	(1,863,722)	(643,522)	(1,145,683)
<b>Non Operating Items:</b>					
Pension & Post Retirement Benefits Expense	(3,417,852)	(744,000)	(2,673,852)	(494,872)	(2,922,980)
Investment Earnings	157,998	0	157,998	237,981	(79,983)
Gain on Refinancing	0	0	0	10,853,676	(10,853,676)
Loss on interest rate swap liability	(11,530)	0	(11,530)	(273,014)	261,485
<b>Total Non Operating Items</b>	<b>(3,271,383)</b>	<b>(744,000)</b>	<b>(2,527,383)</b>	<b>10,323,770</b>	<b>(13,595,154)</b>
Inc (dec) in unrestricted net assets	(5,060,589)	(669,483)	(4,391,106)	9,680,248	(14,740,837)
<b>Changes in Temporarily Restricted Net Assets:</b>					
Contributions	2,936,825	5,135,295	(2,198,470)	1,810,932	1,125,893
Investment Earnings	296,056	0	296,056	415,677	(119,621)
Net assets released from restrictions for operations	(1,708,017)	(951,904)	(756,113)	(1,119,365)	(588,652)
Inc (dec) in temporarily restricted net assets	1,524,864	4,183,391	(2,658,527)	1,107,244	417,620
<b>Changes in Permanently Restricted Net Assets:</b>					
Contributions	3,500	3,000,000	(2,996,500)	105,027	(101,527)
Investment Earnings	7,153	0	7,153	9,905	(2,752)
Net assets released from restrictions for operations	0	0	0	0	0
Inc (dec) in permanently restricted net assets	10,653	3,000,000	(2,989,347)	114,932	(104,279)
<b>Inc (dec) in Net Assets</b>	<b>(3,525,071)</b>	<b>6,513,908</b>	<b>(10,038,979)</b>	<b>10,902,424</b>	<b>(14,427,496)</b>
<b>Total Net Assets at Beginning of Period</b>	<b>12,674,712</b>	<b>12,674,712</b>	<b>0</b>	<b>1,772,288</b>	<b>10,902,424</b>
<b>Total Net Assets at End of Period</b>	<b>9,149,641</b>	<b>19,188,620</b>	<b>(10,038,979)</b>	<b>12,674,712</b>	<b>(3,525,072)</b>

**Milwaukee Public Museum**

<b>MPM Consolidated Statement of Financial Position as of 8/31/12</b>			
	<b>Consolidated</b>	<b>Consolidated</b>	
	<b><u>8/31/12</u></b>	<b><u>8/31/11</u></b>	<b><u>Change</u></b>
<b>Assets:</b>			
Cash and cash equivalents	1,656,825	2,294,845	(638,020)
Investments	279,247	289,934	(10,687)
Accounts Receivable	66,151	59,918	6,233
Contributions Receivable - Current	1,017,451	999,612	17,839
Inventories, net	23,411	29,043	(5,632)
Prepaid Expenses	247,780	387,031	(139,251)
<b>Total Current Assets</b>	<b>3,290,865</b>	<b>4,060,383</b>	<b>(769,518)</b>
<b>Other Assets:</b>			
Cash and investments held for endowment	6,462,411	6,936,255	(473,844)
Contributions Receivable - Long Term	2,228,892	946,907	1,281,985
<b>Total Other Assets</b>	<b>8,691,303</b>	<b>7,883,162</b>	<b>808,141</b>
<b>Property &amp; Equipment:</b>			
Construction in Progress	117,792	50,753	67,039
Building Additions	19,310,494	19,221,371	89,123
Furniture, equipment and other improvements	10,607,954	10,459,037	148,917
<b>Gross Property &amp; Equipment</b>	<b>30,036,241</b>	<b>29,731,161</b>	<b>305,080</b>
Less-Accumulated depreciation	(15,035,232)	(13,742,303)	(1,292,929)
<b>Net Property &amp; Equipment</b>	<b>15,001,008</b>	<b>15,988,858</b>	<b>(987,850)</b>
<b>Total Assets</b>	<b>26,983,176</b>	<b>27,932,403</b>	<b>(949,227)</b>
<b>Liabilities and Net Assets:</b>			
Accounts Payable	894,676	503,920	390,756
Accrued Payroll & Benefits	531,990	670,803	(138,813)
Deferred Revenue	1,216,537	1,093,213	123,324
Interest Payable	17,852	18,867	(1,015)
Accrued Postretirement Benefits - Current	118,166	102,548	15,618
Notes Payable - Current	262,000	262,000	0
<b>Total Current Liabilities</b>	<b>3,041,221</b>	<b>2,651,351</b>	<b>389,870</b>
Accrued Postretirement Benefits	10,162,770	7,726,326	2,436,444
Interest Rate Swap Liability	284,544	273,014	11,530
Notes Payable	4,345,000	4,607,000	(262,000)
<b>Total Liabilities</b>	<b>17,833,535</b>	<b>15,257,691</b>	<b>2,575,844</b>
<b>Net Assets:</b>			
Unrestricted	48,302	5,108,891	(5,060,589)
Temporarily Restricted	5,271,460	3,746,596	1,524,864
Permanently Restricted	3,829,878	3,819,225	10,653
<b>Total Net Assets</b>	<b>9,149,641</b>	<b>12,674,712</b>	<b>(3,525,071)</b>
<b>Total Liabilities and Net Assets</b>	<b>26,983,176</b>	<b>27,932,403</b>	<b>(949,227)</b>

# COUNTY OF MILWAUKEE

INTER-OFFICE COMMUNICATION

**DATE:** November 20, 2012

**TO:** Supervisor Marina Dimitrijevic, County Board Chairwoman

**FROM:** Charles Wikenhauser, Zoo Director

**SUBJECT:** **Agreement with the Wisconsin Department of Transportation for Traffic Mitigation for the Zoo Interchange Project**

## **Request**

The Milwaukee County Zoo requests approval to execute an agreement with the Wisconsin Department of Transportation (WDOT) for traffic mitigation during the Zoo Interchange Project to ensure safer and more efficient travel near the Milwaukee County Zoo.

## **Background**

The project area is defined as interstates I-94 and I894/USH-45 from Lincoln Avenue on the south, west of Underwood Parkway on the west, Burleigh Road on the north and 70th Street on the east. Included in the project area are local and alternate route streets within two miles of the interstate roadways, which will directly impact Zoo guests.

To mitigate traffic impacts caused by the project, the WDOT will provide up to \$12,000 in reimbursement to the Milwaukee County Zoo to purchase three point-of-sale tablets to help admit vehicles faster as well as reduce delay on large event days. The Zoo, in turn, will provide planning, coordination and staffing services in an effort to mitigate traffic impacts in the project area and stay informed of roadway closures and construction progress for a two-year period commencing on January 1, 2013 and ending on December 31, 2014.

## **Recommendation**

It is recommended that following review by Corporation Counsel and Risk Management, the Director of the Milwaukee County Zoo be authorized to execute an agreement with the Wisconsin Department of Transportation for a Traffic Mitigation Plan for the Zoo Interchange Project and to accept up to \$12,000 in reimbursement from WDOT for the purchase of three tablets.

Authorization is also requested for the Department of Administrative Services (DAS) to process an administrative fund transfer of \$12,000 in the Zoo's operating budget for the purchase of three point-of-sale tablets which will result in the County incurring costs upfront with reimbursement to be provided from the State.

Charles Wikenhauser  
Zoo Director

Pc: Chris Abele, Milwaukee County Executive  
Supervisor Gerry Broderick, Chairman, Parks, Energy & Environment Committee  
Supervisor Willie Johnson, Jr., Co-Chair, Finance, Personnel & Audit Committee  
Supervisor David Cullen, Co-Chair, Finance, Personnel & Audit Committee  
Scott Manske, Comptroller  
Amber Moreen, Chief of Staff, County Executive's Office  
Kelly Bablitch, Chief of Staff, County Board  
Tia Torhorst, Director of Legislative Affairs, County Executive's Office  
Patrick Farley, Director, Department of Administrative Services  
Craig Kammholz, Fiscal and Budget Administrator, DAS  
Vincent Masterson, Fiscal and Management Analyst, DAS  
Steve Cady, Fiscal and Budget Analyst, County Board  
Jessica Janz-McKnight, Research Analyst, County Board  
Vera Westphal, Deputy Zoo Director (Administration & Finance)  
Karl Hackbarth, Zoo Operations and Maintenance Coordinator  
Sue Rand, Accounting Manager, Zoo

(ITEM NO. ) From the Zoo Director, requesting authorization to enter into an agreement with Wisconsin Department of Transportation, for traffic mitigation during the Zoo Interchange Project and acceptance of up to \$12,000 in expenditure reimbursement, by recommending adoption of the following:

**A RESOLUTION**

WHEREAS, the Wisconsin Department of Transportation advises implementation of a comprehensive and cost effective transportation management plan that will ensure the safety, accessibility and mobility for the traveling public during the Zoo Interchange Project; and

WHEREAS, the project area includes interstates I-94 and I894/USH-45 from Lincoln Avenue on the south, west of Underwood Parkway on the west, Burleigh Road on the north and 70th Street on the east; and

WHEREAS, included in the project area are local and alternate route streets within two miles of the interstate roadways, which will directly impact Zoo guests; and

WHEREAS, to mitigate traffic impacts caused by the project, the WDOT will provide up to \$12,000 in reimbursement to the Milwaukee County Zoo to purchase five point-of-sale tablets to help admit vehicles faster as well as reduce delay on large event days; and

WHEREAS, the Zoo, in turn, will provide planning, coordination and staffing services in an effort to mitigate traffic impacts in the project area and stay informed of roadway closures and construction progress for a two-year period commencing on January 1, 2013 and ending on December 31, 2014; now, therefore,

BE IT RESOLVED, that following review by Corporation Counsel and Risk Management, the Milwaukee County Board of Supervisors hereby authorizes the Zoo Director to execute an agreement with the Wisconsin Department of Transportation for a Traffic Mitigation Plan for the Zoo Interchange Project and to accept up to \$12,000 in reimbursement from WDOT for the purchase of five tablets; now therefore,

BE IT FURTHER RESOLVED, the Department of Administrative Services (DAS) is authorized to process an administrative fund transfer of \$12,000 in the Zoo's operating budget for the purchase of five point-of sale tablets which will result in

45 the County incurring costs upfront with reimbursement to be provided from the  
46 State.

(ITEM NO. ) From the Zoo Director, requesting authorization to enter into an agreement with Wisconsin Department of Transportation, for traffic mitigation during the Zoo Interchange Project and acceptance of up to \$12,000 in expenditure reimbursement, by recommending adoption of the following:

**A RESOLUTION**

WHEREAS, the Wisconsin Department of Transportation advises implementation of a comprehensive and cost effective transportation management plan that will ensure the safety, accessibility and mobility for the traveling public during the Zoo Interchange Project; and

WHEREAS, the project area includes interstates I-94 and I894/USH-45 from Lincoln Avenue on the south, west of Underwood Parkway on the west, Burleigh Road on the north and 70th Street on the east; and

WHEREAS, included in the project area are local and alternate route streets within two miles of the interstate roadways, which will directly impact Zoo guests; and

WHEREAS, to mitigate traffic impacts caused by the project, the WDOT will provide up to \$12,000 in reimbursement to the Milwaukee County Zoo to purchase three point-of-sale tablets to help admit vehicles faster as well as reduce delay on large event days; and

WHEREAS, the Zoo, in turn, will provide planning, coordination and staffing services in an effort to mitigate traffic impacts in the project area and stay informed of roadway closures and construction progress for a two-year period commencing on January 1, 2013 and ending on December 31, 2014; now, therefore,

BE IT RESOLVED, that following review by Corporation Counsel and Risk Management, the Milwaukee County Board of Supervisors hereby authorizes the Zoo Director to execute an agreement with the Wisconsin Department of Transportation for a Traffic Mitigation Plan for the Zoo Interchange Project and to accept up to \$12,000 in reimbursement from WDOT for the purchase of three tablets; now therefore,

BE IT FURTHER RESOLVED, the Department of Administrative Services (DAS) is authorized to process an administrative fund transfer of \$12,000 in the Zoo's operating budget for the purchase of three point-of sale tablets which will result

45 in the County incurring costs upfront with reimbursement to be provided from  
46 the State.

## MILWAUKEE COUNTY FISCAL NOTE FORM

**DATE:** 11/20/12

Original Fiscal Note

Substitute Fiscal Note

**SUBJECT:** Agreement with the Wisconsin Department of Transportation

**FISCAL EFFECT:**

- |  |  |
|--|--|
| <input type="checkbox"/> No Direct County Fiscal Impact<br><input checked="" type="checkbox"/> Existing Staff Time Required<br><input checked="" type="checkbox"/> Increase Operating Expenditures<br>(If checked, check one of two boxes below)<br><input type="checkbox"/> Absorbed Within Agency's Budget<br><input checked="" type="checkbox"/> Not Absorbed Within Agency's Budget<br><input type="checkbox"/> Decrease Operating Expenditures<br><input checked="" type="checkbox"/> Increase Operating Revenues<br><input type="checkbox"/> Decrease Operating Revenues | <input type="checkbox"/> Increase Capital Expenditures<br><input type="checkbox"/> Decrease Capital Expenditures<br><input type="checkbox"/> Increase Capital Revenues<br><input type="checkbox"/> Decrease Capital Revenues<br><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
<b>Operating Budget</b>	Expenditure	12000	0
	Revenue	12000	0
	Net Cost	0	0
<b>Capital Improvement Budget</b>	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.<sup>1</sup> 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. This is a contract agreement with the Wisconsin Department of Transportation for traffic mitigation for the Zoo Interchange Project and cost reimbursement for the purchase of three point-of-sale tablets.

B. The Zoo will expend up to \$12,000 for the purchase of three point-of-sale tablets. The Wisconsin Department of Transportation will reimburse the Zoo up to \$12,000 for this purchase.

C. The new point-of-sale tablets will help the Zoo admit vehicles faster and well as reduce delays on large event days..

D. N/A

Department/Prepared By Vera Westphal, Deputy Zoo Director (Admin & Finance)

Authorized Signature \_\_\_\_\_

Did DAS-Fiscal Staff Review?  Yes  No

<sup>1</sup> 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.

**AGREEMENT BETWEEN**  
**THE WISCONSIN DEPARTMENT OF TRANSPORTATION**  
**AND**  
**THE MILWAUKEE COUNTY ZOO**

State Project I.D. 1060-35-99  
Contract No. 15  
2013-2014 Traffic Mitigation  
Zoo Interchange Project

This agreement is a formal partnership, made and entered into between the Wisconsin Department of Transportation (DEPARTMENT) and the Milwaukee County Zoo (COUNTY) provides for services as described herein. The Wisconsin Department of Transportation and Milwaukee County Zoo are partnering during the Zoo Interchange Project (PROJECT) to ensure safer and more efficient travel near the Milwaukee County Zoo.

The DEPARTMENT advises implementation of a comprehensive and cost effective transportation management plan that will help ensure the safety, accessibility and mobility for the traveling public in the PROJECT area. The PROJECT area is defined as interstates I-94 and I-894/USH-45 from Lincoln Avenue on the south, west of Underwood Parkway on the west, Burleigh Road on the north and 70<sup>th</sup> Street on the east. Included in the PROJECT area are local alternate route streets within two miles of the interstate roadways.

To mitigate traffic impacts caused by the PROJECT, the DEPARTMENT will provide \$12,000 to the COUNTY. In turn, the COUNTY will provide planning, coordination and staffing services (as outlined below) in an effort to mitigate traffic impacts in the PROJECT area and stay informed of PROJECT roadway closures and construction progress for a 2-year period commencing on January 1, 2013 and ending on December 31, 2014.

**Admission Tablets**

The monies provided by this agreement will allow for dedicated staff to assist in implementing admission tablets which should help admit vehicles faster as well as reduce delay on large event days.

**Basis of Payment**

The COUNTY shall charge actual costs incurred and attributable to the work performed and described above under this agreement to the DEPARTMENT. The DEPARTMENT will provide to the COUNTY reimbursable funding for these functions in the amount of \$12,000. Total reimbursement to the COUNTY for traffic mitigation measures under this agreement will not exceed \$12,000. Billings shall be directed by the COUNTY to the attention of Chris Hager Wisconsin Department of Transportation, Southeast Region, 141 NW Barstow Street, P.O. Box 798, Waukesha, WI 53187-0798 and will include a statement of expenses supported by a

description of items and services provided and expended. The DEPARTMENT shall pay the bill promptly upon receipt thereof.

**Notifications**

Other correspondence and notifications required under this agreement shall be given as follows:

**Notice to the County:** Karl Hackbarth  
Milwaukee County Zoo  
10001 West Bluemound Road  
Milwaukee, WI 53226  
(414) 771-3040  
Karl.hackbarth@milwcnty.com

Charles Wikenhauser  
Milwaukee County Zoo  
Transportation Services Division  
10001 West Bluemound Road  
Milwaukee, WI 53226  
(414) 771-3040  
Chuck.wikenhauser@milwcnty.com

**Notice to the Department:** Jason Roselle, PE  
Project Development Supervisor  
WisDOT-DTSD-SE Region  
141 NW Barstow  
Waukesha, WI 53187-0798  
(262) 548-8800  
Jason.roselle@dot.wi.gov

Chris Hager, PE  
Work Zone Transportation Management Plan Lead  
Zoo Interchange Project  
WisDOT SE Region - Southeast Freeways PDS  
141 NW Barstow  
Waukesha, WI 53187-0798  
(414) 750-1487  
christopher.hager@dot.wi.gov

**Signatures**

This agreement may only be amended by a written document signed by each of the parties hereto.

APPROVED \_\_\_\_\_  
For the Milwaukee County Zoo Date

APPROVED \_\_\_\_\_  
For the Wisconsin Department of Transportation Date

APPROVED \_\_\_\_\_  
Governor, State of Wisconsin Date

Approved as to form and  
Independent Contractor  
Status by Corporation Counsel

Reviewed by County's Risk Manager

By \_\_\_\_\_

By \_\_\_\_\_

\_\_\_\_\_  
Date

\_\_\_\_\_  
Date

Approved as Chapter 42 Requirements  
By County's CBDP Office

By \_\_\_\_\_

\_\_\_\_\_  
Date

# COUNTY OF MILWAUKEE

INTER-OFFICE COMMUNICATION

**DATE:** November 20, 2012

**TO:** Supervisor Marina Dimitrijevic, County Board Chairwoman

**FROM:** Charles Wikenhauser, Zoo Director

**SUBJECT:** **Contract with the Living Exhibits, Incorporated for a Temporary Exhibit Entitled Sting Ray Lagoon**

## Request

The Milwaukee County Zoo requests approval to execute a contract with Living Exhibits Incorporated for the provision of a temporary exhibit featuring live rays and sharks. The exhibit will be placed in the Otto Bochert Family Special Exhibits Building and be open to guests from May through September 2013 and May through September 2014.

## Background

The Milwaukee County Zoo wishes to continue offering unique and educational exhibits that introduce young people to the importance of wildlife, conservation and natural history. In order to obtain these exhibits, the Zoo must often enter exhibition contracts far in advance of the actual on-site exhibition.

Living Exhibits, Incorporated has an exhibit featuring live rays and sharks. The exhibit will combine interactive activities, audio and visual displays, graphics and natural history exhibits with the opportunity to touch and feed several live rays and sharks.

The 2013 budget was submitted in June to the Department of Administrative Services with an estimated contract amount of \$374,110. Since then, further negotiations have taken place and the contract now includes a revenue share program for sting ray animal food sales and in-water photo opportunities. Exhibit rental charges total \$393,000 and it is estimated that the Zoo will pay \$101,778 to Living Exhibits Incorporated for the revenue share program. Expenditures are projected to increase \$120,669 which will be completely offset with an increase in revenues. The Zoo will submit a fund transfer to the Department of Administrative Services increasing expenditure authority and recognizing additional revenue in January.

The 2014 Budget will include \$335,992 for the Sting Ray contract and an estimated \$67,853 in shared revenues for a total contract amount of \$403,845.

**Recommendation**

It is recommended that following review by Corporation Counsel, Risk Management and Community Business Development Partners Office, the Director of the Milwaukee County Zoo be authorized to execute a contract with Living Exhibits, Incorporated for presentation of the Sting Ray and Shark Lagoon during the summers of 2013 and 2014 and to allow for a revenue share program for in-water photo opportunities and animal food sales.

It is also recommended that the Department of Administrative Services be authorized to process an administrative fund transfer in 2013 in the amount of \$120,669 in the Zoo's operating budget to increase the funding for the contract and recognize additional revenues for a zero net tax levy impact.

Charles Wikenhauser  
Zoo Director

Pc: Chris Abele, Milwaukee County Executive  
Supervisor Gerry Broderick, Chairman, Parks, Energy & Environment Committee  
Scott Manske, Comptroller  
Amber Moreen, Chief of Staff, County Executive's Office  
Kelly Bablitch, Chief of Staff, County Board  
Tia Torhorst, Director of Legislative Affairs, County Executive's Office  
Patrick Farley, Director, Department of Administrative Services  
Craig Kammholz, Fiscal and Budget Administrator, DAS  
Stephen Cady, Fiscal and Budget Analyst, County Board  
Jessica Janz-McKnight, Research Analyst, County Board  
Vincent Masterson, Fiscal and Management Analyst, DAS  
Vera Westphal, Deputy Zoo Director (Administration & Finance)  
Laura Pedriani, Public Affairs and Services Director, Zoo  
Sue Rand, Accounting Manager, Zoo  
Jourdain LaFrombois, Special Programs Coordinator, Zoo

(ITEM NO. ) From the Zoo Director, requesting authorization to enter into an agreement with Living Exhibits Incorporated, for a sting ray and shark exhibit for the summers of 2013 and 2014, by recommending adoption of the following:

**A RESOLUTION**

WHEREAS, Milwaukee County Zoo was requested to seek out additional educational exhibits and entrepreneurial opportunities to increase revenue at the Zoo; and

WHEREAS, similar exhibits with robotic dinosaurs, bears, bats, and sea creatures have been successful in increasing Zoo attendance and revenue; and

WHEREAS, the Milwaukee County Zoo has the unique opportunity to be a locally exclusive exhibition site for presentation of a Sting Ray and Shark Lagoon on Zoo grounds during summer of 2013 and 2014; and

WHEREAS, Living Exhibits, Inc. has developed and is now in the business of creating, manufacturing and exhibiting copyrighted traveling exhibits and ancillary materials of scientific, historical, and educational interest to the general public; and

WHEREAS, Living Exhibits, Inc. can provide a Sting Ray and Shark Lagoon exhibit with associated ancillary exhibits for presentation at the Milwaukee County Zoo; and

WHEREAS, the proposed exhibit has a strong educational component that will assist the Zoo in meeting its educational goals; now, therefore,

BE IT RESOLVED, that following review by Corporation Counsel, Risk Management and Community Business Development Partners Office, the Milwaukee County Board of Supervisors hereby authorizes the Zoo Director to execute an agreement with the Living Exhibits, Incorporated for a presentation of Sting Ray and Shark Lagoon at the Zoo during the summer of 2013 and 2014 including the revenue share program for animal food sales and in-water photo opportunities; now, therefore,

BE IT FURTHER RESOLVED, the Department of Administrative Services (DAS) is authorized to process an administrative fund transfer of \$120,669 in the Zoo's 2013 operating budget to increase the funding for the contract and recognize additional revenues for a zero net tax levy impact.

**MILWAUKEE COUNTY FISCAL NOTE FORM**

**DATE:** 11/20/2012

Original Fiscal Note

Substitute Fiscal Note

**SUBJECT:** AGREEMENT WITH LIVING EXHIBITS, INC.

**FISCAL EFFECT:**

- |   |  |
|---|--|
| <input type="checkbox"/> No Direct County Fiscal Impact   | <input type="checkbox"/> Increase Capital Expenditures |
| <input type="checkbox"/> Existing Staff Time Required   | <input type="checkbox"/> Decrease Capital Expenditures |
| <input checked="" type="checkbox"/> Increase Operating Expenditures<br>(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 checked="" type="checkbox"/> Increase Operating Revenues   |  |
| <input type="checkbox"/> Decrease Operating Revenues  |  |

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

	<b>Expenditure or Revenue Category</b>	<b>Current Year</b>	<b>Subsequent Year</b>
<b>Operating Budget</b>	Expenditure		120669
	Revenue		120669
	Net Cost		0
<b>Capital Improvement Budget</b>	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.<sup>1</sup> 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. This is a two year contract with Living Exhibits Incorporated for a sting ray and shark special exhibit during the summers of 2013 and 2014.

B. The 2013 contract includes a rental fee of \$393,000 and a projected revenue share of \$101,778 from the sale of in-water photos and sting ray animal food for a total contract amount of \$494,779. This amount may change depending on the revenue share program. Total revenues projected for this exhibit total \$673,764 for a net tax levy savings of \$106,246.

The 2014 Budget Request will include the rental fee of \$335,992 and a projected revenue share of \$67,853. The budget will include a revenue projection with similar net profit as 2013.

C. There are no impacts for 2012. This is a contract for 2013 and 2014.

D. These assumptions are based on experience with other temporary exhibits and prior sting ray exhibits.

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<sup>1</sup> 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 Vera Westphal, Deputy Zoo Director (Administration & Finance)

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Authorized Signature \_\_\_\_\_

Did DAS-Fiscal Staff Review?     Yes         No

This Agreement, effective at the time of execution is between The Milwaukee County Zoological Society ("Customer"), a Wisconsin Corporation, having an office at 10001 West Bluemound Road, Milwaukee, WI. 53226 and Living Exhibits, Inc., a Nevada corporation having an office at 7582 Las Vegas Blvd, South, Suite 186, Las Vegas, NV. 89123.

**I. DESCRIPTION OF PROFESSIONAL SERVICES**

Living Exhibits shall provide to Customer the professional services and deliverables (if any) described in Attachment A. The professional services and deliverables (if any) shall be provided subject to the Terms and Conditions, which follow.

**II. CUSTOMER AND LIVING EXHIBITS ADMINISTRATIVE CONTACTS**

Chuck Wikenhauser  
Director

Milwaukee County Zoo  
10001 West Bluemound Road  
Milwaukee, WI. 53226  
Tel. No.  
Fax No.

Mike Yeakle  
Chief Executive Officer  
Living Exhibits, Inc.  
7582 Las Vegas Blvd., South #186  
Las Vegas, NV. 89123  
Tel. No 858-292-1946  
Fax No. 858-292-1046

**III. CUSTOMER AND LIVING EXHIBITS TECHNICAL CONTACTS**

Jourdain LaFrombois  
Special Programs Coordinator  
Milwaukee County Zoo  
10001 West Bluemound Road  
Milwaukee, WI. 53226  
Tel. No.  
Fax No.  
E-mail address:

Laura Wandel  
Manager of Zoological Operations  
Living Exhibits, Inc.  
7582 Las Vegas Blvd., South #186  
Las Vegas, NV. 89123  
Tel. No. 858-292-1946  
Fax No. 858-292-1046

## TERMS AND CONDITIONS

1. Services; Deliverables. Living Exhibits will perform the professional services ("Services") and deliver the deliverables ("Deliverables") described in the Statement of Work attached hereto as Attachment A.

2. Place of Performance. Unless otherwise provided in this Agreement, Living Exhibits may perform the Services in whole or in part at Living Exhibits place of business, Customer's place of business, and/or such other locations as Living Exhibits and customer agree to.

3. Effective Date; Term. This Agreement shall be effective as of the date first above written (the "Effective Date"), and shall continue in full force and effect until the Services have been completed or the Agreement has been terminated in accordance with section 9 hereof, whichever first occurs.

4. Price and Payment Terms.

(a) Customer shall pay Living Exhibits the price set forth on Attachment B (the "Price"). Payments shall be made according to the schedule and provisions set forth in Attachment B.

(b) Customer shall make payment to Living Exhibits according to the schedule and provisions of Attachment B. Living Exhibits shall have a lien upon and may retain or repossess any and all Deliverables if Customer does not make full payment to Living Exhibits within 30 days of receiving written notice of non payment from Living Exhibits. If payment is not received within 35 days, interest will begin at a rate that is specified in subsection (d) below.

(c) Invoiced amounts are immediately due and payable by wire transfer to the following account information:

**Living Exhibits, Inc.**  
**Wells Fargo Bank**  
**Account No: 3112 189 430**  
**Routing No: 121000248**

(d) If Customer's action or inaction results in non-receipt of payment by Living Exhibits for the total amount of an invoice within thirty (30) days of the date of such invoice, interest compounded at the rate of one percent (1%) per month shall thereafter be added to all amounts unpaid and outstanding. If Customer's action or inaction results in non-receipt of payment by Living Exhibits, Living Exhibits shall have the right exercisable in Living Exhibit's sole discretion, in addition to its other rights and remedies, to cease further performance of the Services hereunder.

(e) Bill To Address.

Jourdain LaFrombois  
Special Programs Coordinator  
Milwaukee County Zoo  
10001 West Bluemound Road  
Milwaukee, WI. 53226

5. Resources to be Provided by Customer.

(a) Customer shall provide, maintain and make available to Living Exhibits, at Customer's expense and in a timely manner, the resources described in this section 5, and such other additional resources as Living Exhibits may from time to time reasonably request in connection with Living Exhibits' performance of the Services. Delays in the provision of these resources may result in delays in the performance of the Services, or an increase in the Price.

(b) Customer will designate Qualified Customer personnel or representatives to consult with Living Exhibits on a regular basis in connection with the Services. Customer will furnish such documentation and other information as is reasonably necessary to perform the Services.

(c) Customer shall furnish access to Customer's premises, designated parking, and appropriate workspace for any Living Exhibits personnel working at Customer's premises, as necessary for performance of those portions of the Services to be performed at Customer's premises.

6. Confidentiality. In the event either party determines that it is necessary to provide confidential, proprietary, or trade secret information to the other party in connection with this Agreement, such disclosure will be made only after advance written notice to the other party, and the parties have executed a mutually satisfactory Non-Disclosure Agreement. Nothing in this Agreement or in any such Non-Disclosure Agreement shall be deemed to restrict or prohibit Living Exhibits from providing to others services and deliverables the same as or similar to the Services and Deliverables. In providing any such similar services or deliverables to any third party, Living Exhibits shall keep confidential any Customer confidential, proprietary or trade secret information which is subject to a Non-Disclosure Agreement executed pursuant to this section, in accordance with the requirements of such agreement.

7. Intellectual Property.

(a) Customer and Living Exhibits shall each retain ownership of, and all right, title and interest in and to, their respective pre-existing Intellectual Property, and no license therein, whether express or implied, is granted by this Agreement or as a result of the Services performed hereunder. To the extent the parties wish to grant to the other rights or interests in pre-existing Intellectual Property, separate license agreements on mutually acceptable terms will be executed.

(b) Living Exhibits grants to Customer a royalty-free, paid up, worldwide, non-exclusive, non-transferable license to use any Living Exhibits Intellectual Property incorporated into any Deliverable, solely for Customer's use of that Deliverable for its internal business purposes. Living Exhibits shall retain ownership of and unrestricted right to use any Intellectual Property. The Services performed and any Deliverable produced pursuant to this Agreement are not "works for hire."

(c) As used herein, "Intellectual Property" shall mean inventions (whether or not patentable), works of authorship, trade secrets, techniques, know-how, ideas, concepts, algorithms, and other intellectual property incorporated into any Deliverable and first created or developed by Living Exhibits in providing the Services.

8. Taxes. Customer shall pay any and all sales, use, value added, excise, import, privilege, or similar taxes, levies or payments in lieu thereof, including interest and penalties thereon, arising out of or in connection with the performance of this Agreement (other than those levied on Living Exhibits income), imposed by any authority, government or governmental agency, and shall comply with all applicable treaties, laws, rules or regulations relating thereto.

9. Termination for Default. Either party may terminate this Agreement if (i) the other party fails to perform a material obligation of the Agreement in accordance with its terms and does not take efforts to cure such failure within a period of 30 days after receipt of written notice from the non-breaching party specifying such failure; or (ii) the other party becomes insolvent or the subject of proceedings under law relating to bankruptcy or the relief of debtors or admits in writing its inability to pay its debts generally as they become due. In addition, Living Exhibits may terminate this Agreement 30 days after provision of written notice to Customer if Customer fails to make any payment in full as and when due hereunder.

#### 10. Limited Warranty

(a) Living Exhibits warrants that the Services provided under this Agreement shall be performed with that degree of skill and judgment normally exercised by recognized professional firms performing the same or substantially similar services. In the event of any breach of the foregoing warranty, provided Customer has delivered to Living Exhibits timely notice of such breach as hereinafter required, Living Exhibits shall, at its own expense, in its discretion either (1) re-perform the non-conforming Services and correct the non-conforming Deliverables to conform to this standard; or (2) refund to Customer that portion of the Price received by Living Exhibits attributable to the non-conforming Services and/or Deliverables. No warranty claim shall be effective unless Customer has delivered to Living Exhibits written notice specifying in detail the non-conformities within 90 days after performance of the non-conforming Services or tender of the non-conforming Deliverables. The remedy set forth in this section 10(a) is the sole and exclusive remedy for breach of the foregoing warranty.

(b) LIVING EXHIBITS SPECIFICALLY DISCLAIMS ANY OTHER EXPRESS OR IMPLIED STANDARDS, GUARANTEES, OR WARRANTIES, INCLUDING ANY WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE OR NON-INFRINGEMENT, AND ANY WARRANTIES THAT MAY BE ALLEGED TO ARISE AS A RESULT OF CUSTOM OR USAGE, ANY WARRANTY OF ERROR-FREE PERFORMANCE, OR ANY WARRANTY OF THIRD PARTY PRODUCTS.

(c) Customer represents and warrants to Living Exhibits that Customer has the right to use and furnish to Living Exhibits for Living Exhibits use in connection with this Agreement any information, specifications, data or Intellectual Property that Customer has provided or will provide to Living Exhibits in order for Living Exhibits to perform the Services and to create the Deliverables identified in Attachment A.

#### 11. Insurance

(a) Liability insurance. Living Exhibits shall, throughout the term of this Agreement, procure and maintain at its own cost an insurance policy or policies described below. Customer shall be named an additional insured in said policy or policies. Said policies shall be written by responsible insurance companies, reasonably satisfactory to Customer; and, shall have comprehensive general liability insurance for Product/Completed operations and for Bodily Injury, Personal Injury or Death, and Property Damage. Each of the insurance liability coverages referenced above shall have a combined single limit of \$1,000,000 for any claim arising out of a single occurrence and \$2,000,000 for all claims in the general aggregate; and a minimum comprehensive commercial automobile liability limit of \$500,000 each person. Living Exhibits or Living Exhibits insurer's will provide written notice to Customer of cancellation or of any material change in said policy 30 days in advance of the effective date thereof.

(b) Insurance related to Living Exhibits employees. Living Exhibits shall provide statutory Workers Compensation Insurance, Social Security, Unemployment Insurance, and such other benefits as may be required by law to its employees.

#### 12. Limitation of Liability

(a) Living Exhibits total liability to Customer for any and all liabilities, claims or damages arising out of or relating to this Agreement, howsoever caused and regardless of the legal theory asserted, including breach of contract or warranty, tort, strict liability, statutory liability or otherwise, shall not, in the aggregate, exceed two times the amount actually paid to Living Exhibits under this Agreement, or under the specific task order at issue, whichever is less.

(b) In no event shall either Living Exhibits or Customer be liable to the other for any punitive, exemplary, special, indirect, incidental or consequential damages (including, but not limited to, lost profits, lost business opportunities, loss of use or equipment down time, and loss of or corruption to data) arising out of or relating to this Agreement, regardless of the legal theory under which such damages are sought, and even if the parties have been advised of the possibility of such damages or loss.

13. Non-Waiver of Rights. The failure of either party to insist upon performance of any provision of this Agreement, or to exercise any right, remedy or option provided herein, shall not be construed as a waiver of the right to assert any of the same at any time thereafter.

14. Rights and Remedies Not Exclusive. Unless otherwise expressly provided herein, no right or remedy of a party expressed herein shall be deemed exclusive, but shall be cumulative with, and not in substitution for, any other right or remedy of that party.

15. Severability. If any covenant, condition, term, or provision contained in this Agreement is held or finally determined to be invalid, illegal, or unenforceable in any respect, in whole or in part, such covenant, condition, term, or provision shall be severed from this Agreement, and the remaining covenants, conditions, terms and provisions contained herein shall continue in force and effect, and shall in no way be affected, prejudiced or disturbed thereby.

16. Conflicting Provisions. This Agreement and all of the attachments, schedules, and documents attached hereto are intended to be read and construed in harmony with each other, but in the event any provision in any attachment conflicts with any provision of this Agreement, then this Agreement shall be deemed to control, and such conflicting provision to the extent it conflicts shall be deemed removed and replaced with the governing provision herein.

17. Assignment. Neither party may sell, assign, transfer, or otherwise convey any of its rights or delegate any of its duties under this Agreement without the prior written consent of the other party. Notwithstanding the foregoing, Living Exhibits may without violation of this paragraph engage the services of independent contractors to assist in the performance of its duties hereunder.

18. Applicable Law. This Agreement shall be governed by and construed under the laws of the State of Wisconsin, without regard to its laws relating to conflict or choice of laws.

19. Interpretation. The captions and headings used in this Agreement are solely for the convenience of the parties, and shall not be used in the interpretation of the text of this Agreement. Each party has read and agreed to the specific language of this Agreement; therefore no conflict, ambiguity, or doubtful interpretation shall be construed against the drafter.

20. Disputes. Any controversy, claim or dispute (“Dispute”) arising out of or relating to this Agreement shall be resolved by binding arbitration in accordance with the Commercial Arbitration Rules of the American Arbitration Association then in effect. Before commencing any such arbitration, the parties agree to enter into negotiations to resolve the Dispute. If the parties are unable to resolve the Dispute by good faith negotiation, either party may refer the matter to arbitration. The arbitration shall take place in a mutually convenient location. The arbitrator(s) shall be bound to follow the provisions of this Agreement in resolving the Dispute, and may not award any damages excluded by this Agreement. The decision of the arbitrator(s)

shall be final and binding on the parties, and any award of the arbitrator(s) may be entered or enforced in any court of competent jurisdiction. Any request for arbitration of a claim by either party against the other relating to this Agreement must be filed no later than one year after the date on which Living Exhibits concludes performance under this Agreement.

21. Multiple Copies or Counterparts of Agreement. This Agreement may be executed in one or more counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same instrument. This Agreement shall not be effective until the execution and delivery between each of the parties of at least one set of the counterparts.

22. Force Majeure. Neither party shall be liable for any failure of or delay in performance of its obligations (except for payment obligations) under this Agreement to the extent such failure or delay is due to acts of God, acts of a public enemy, fires, floods, power outages, wars, civil disturbances, sabotage, terrorism, accidents, insurrections, blockades, embargoes, storms, explosions, labor disputes (whether or not the employees' demands are reasonable and/or within the party's power to satisfy), failure of common carriers, Internet Service Provides, or other communication devices, acts of cyber criminals, terrorists or other criminals, acts of any governmental body (whether civil or military, foreign or domestic), failure or delay of third parties or governmental bodies from whom a party is obtaining or must obtain approvals, authorizations, licenses, franchises or permits, inability to obtain labor, materials, power, equipment, or transportation, or other circumstances beyond its reasonable control (collectively referred to herein as "Force Majeure Occurrences"). Any such delays shall not be a breach of or failure to perform this Agreement or any part thereof and the date on which the obligations hereunder are due to be fulfilled shall be extended for a period equal to the time lost as a result of such delays. Neither party shall be liable to the other for any liability claims, damages or other loss caused by or resulting from a Force Majeure Occurrence.

23. Relationship of Parties. Living Exhibits is an independent contractor in all respects with regard to this Agreement. Nothing contained in this Agreement shall be deemed or construed to create a partnership, joint venture, agency, or other relationship other than that of contractor and customer.

24. Third Party Beneficiaries. This Agreement does not create, and shall not be construed as creating, any rights or interests enforceable by any person not a party to this Agreement.

25. Waiver or Modification. This Agreement may be modified, or parts hereof waived, only by an instrument in writing specifically referencing this Agreement and signed by an authorized representative of the party against whom enforcement of the purported modification or waiver is sought.

26. Entire Agreement. This Agreement, including any and all Attachments attached hereto, all of which are incorporated herein by this reference, constitute the entire agreement and understanding between the parties hereto and supersedes and replaces any and all prior or contemporaneous proposals, agreements, understandings, commitments or representations of any

kind, whether written or oral, relating to the subject matter hereof or the Services or Deliverables to be provided hereunder.

27. Non Discrimination, Equal Employment Opportunity and Affirmative Action Programs In the performance of work under the AGREEMENT, Living Exhibits, Inc. shall not discriminate against any employee or applicant for employment because of race, color, national origin, age, sex, or handicap, which shall include but not be limited to, the following:

Employment, upgrading, demotion or transfer; recruitment or recruitment advertising layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeships. Living Exhibits, Inc. will post in conspicuous places, available for employees and applicants for employment, notices to be provided by the Milwaukee County Zoo, setting forth the provisions of the non-discriminatory clause.

Living Exhibits, Inc. agrees to strive to implement the principles of equal employment opportunities through an effective Affirmative Action program, and has so indicated on the certificate attached hereto as Exhibit A and made a part of the AGREEMENT. The program shall have as its objective to increase the utilization of women, minorities and handicapped persons, and other protected groups, at all levels of employment in all divisions of the Living Exhibits, Inc. work force, under represented. Living Exhibits also agrees that in the event of any dispute as to compliance with the aforementioned requirement, it shall be its responsibility to show that it has met all such requirements. When a violation of the non-discrimination, equal opportunity of Affirmative Action provisions of this section has been determined by Milwaukee County Zoo, Living Exhibits, Inc. shall immediately be informed of the violation, and directed to take all action necessary to halt the violation, as well as such action as may be necessary to correct, if possible, any injustice to any person adversely affected by the violation, and immediately take steps to prevent further violations.

If, after notice of a violation to Living Exhibits, Inc. further violations of this section are committed during the term of the AGREEMENT, the Milwaukee County Zoo may terminate the AGREEMENT with liability for the uncompleted portion of the materials or services purchased or paid for by Living Exhibits, Inc. for use in completing the AGREEMENT, or it may permit Living Exhibits, Inc. to complete the AGEEMENT, but in either event, Living Exhibits, Inc. shall be ineligible to bid on any future AGREEMENT let by the Milwaukee County Zoo.

28. Code of Ethics Living Exhibits, Inc. shall not hire, retain or utilize for compensation any member, officer or employee of Milwaukee County Zoo or any person who, to the knowledge of Living Exhibits, Inc. has a conflict of interest. Living Exhibits, Inc. agrees to be bound by applicable Code of Ethics that states in relevant part: "No person may offer to give to any Milwaukee County Zoo officer or employee or his immediate family may solicit or receive, anything of value pursuant to an understanding that such officers or employees vote, official actions or judgment would be influenced thereby."

29. Survival. The provisions of sections 4, 6, 7, 10, 12, and 20 shall survive the termination or expiration of this Agreement.

In consideration of the mutual obligations assumed under this Agreement, Living Exhibits and Customer agree to the Terms and Conditions attached hereto and incorporated by reference and represent that this Agreement is executed by duly authorized representatives as of the dates below.

**AGREED BY:  
MILWAUKEE COUNTY ZOO**

By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Title: \_\_\_\_\_  
Date: \_\_\_\_\_

**LIVING EXHIBITS, INC.**

By: \_\_\_\_\_  
Name: Michael D. Yeakle  
Title: President & CEO  
Date: \_\_\_\_\_

## Attachment A

### Statement of Work

#### Description of Services:

The Milwaukee County Zoo is contracting with Living Exhibits, Inc. to provide a public Exhibit, named Stingray Lagoon (the exhibit) or as otherwise named by mutual consent. The period of performance of this contract shall be from contract award through October 30, 2014 and the exhibit will be open to the public as stated below.

The exhibit is an estimated 15,000 gallon pool designed for visitor interaction with stingrays and sharks. Living Exhibits, Inc. will provide stingrays and sharks together with supervisory staff in a manner that will facilitate visitors to interact with both the animals and staff. This will occur in the form of interactive touch and feeding of the stingrays and interpretive interactions between the guests and exhibit staff.

In order to provide The Milwaukee County Zoo with this experience, Living Exhibits will do the following:

- Design and build a 15,000 gallon salt water pool with appropriate life support equipment;
- Living Exhibits and/or general contractors and sub-contractors hired by Living Exhibits will be responsible for all permitting for the pool and life support equipment installation;
- Living Exhibits will provide graphics within the exhibit to support the theme and provide education oriented informational content to the visitors;
- Provide the following approximate number of animals in the exhibit:
  - 20 Cownose Rays – or comparable without adversely affecting visitor experience.
  - 4 Southern Red Stingrays – or comparable without adversely affecting visitor experience.
  - 3 Bonnethead Sharks – or comparable without adversely affecting visitor experience.
  - 4 Banded or Spotted Bamboo Sharks
  - 6 Horseshoe Crabs
- Provide a qualified Exhibit Supervisor and Assistant Exhibit Supervisor who will oversee all of the behavioral, life support and husbandry aspects of the exhibit. This Supervisor, Assistant Supervisor or designee will be present anytime the exhibit is open to the public. The Living Exhibits Exhibit Supervisor and the assistant will each work a 40 hour work week including being on site weekends and holidays. Any exception to this schedule due to vacation time or personal leave will be communicated with the customer one-week in advance of the change. Days off for these individuals will be staggered so that one of them is present each day.
- Provide all animal food and food trays to support sales of animal food to public.

- Provide veterinary oversight for the Exhibits animal collection. This shall include, but not be limited to, oversight of the animals' collection's general husbandry procedures, diets, and routine health monitoring. Living Exhibits will provide animal care consistent with USDA standards. Living Exhibits will determine animal care parameters and will bear associated costs. Living Exhibits will communicate daily with the Milwaukee County Zoo POC through digital daily log and through personal communications when appropriate. All parties will comply with all local, state and federal animal care regulations.
- The exhibit will be open to the general public according to the following schedule unless special arrangement by mutual consent has been approved (see Note 1 Exhibit A).  
 May TBD, 2013 – September TBD, 2013 - 9:00 a.m. – 6:00 p.m.  
 May TBD, 2014 – September TBD, 2014 – 9:00 a.m. – 6:00 p.m.  
 Hours may vary as mutually agreed upon.
- During the off-season between 2013 and 2014, Living Exhibits will remove the animals from the Milwaukee County Zoo and drain/winterize the pool and LSS equipment. Animals will be removed from the premises no later than 15 days after the exhibit closes to the public both during the off-season and at contract completion.

Milwaukee County Zoo will provide and be responsible for the following:

- Milwaukee County Zoo will provide full access to an appropriately sized area for the exhibit within the Special Exhibits Hall.
- Living Exhibits agrees to comply with all code requirements relative to permit requirements in the building of the exhibit features, electrical and plumbing.
- Milwaukee County Zoo will provide, at their cost, all necessary utilities to support the Exhibit and Animal Support Areas at the site at all times. This will include, potable water, lighting, HVAC and electricity (including emergency generator power).
- Milwaukee County Zoo will provide internet access for Living Exhibits staff computers.
- Milwaukee County Zoo will include the exhibit in their standard security service on a 24/7 daily basis at no cost to Living Exhibits.
- Milwaukee County Zoo will provide trash service on a daily basis at no cost to Living Exhibits.
- Milwaukee County Zoo is responsible for conducting all marketing and advertising of the Exhibit to the public.
- Milwaukee County Zoo will provide an attendance, In-water photo and food sales analysis to Living Exhibits on a weekly basis.
- Milwaukee County Zoo will provide cold storage for animal food (4 pallets) on site or near site.
- Milwaukee County Zoo personnel will be responsible for handling all revenue collecting equipment, supplies, and money.
- During the entire run of the exhibit, Milwaukee County Zoo and zoo will be required to provide, at their cost, the following exhibit labor support:
  - All labor associated with crowd control external to the exhibit (including exhibit entrance que and access).

- All labor associated with food cup sales (not food cup prep).
- Three (3) additional staff each day the exhibit is open and for all hours the exhibit is open to the public. This staff will be trained by the Living Exhibits Exhibit Supervisor or designee in visitor interaction and will also be utilized to provide animal safety in the exhibit. This requirement may allow for less staffing on days when attendance does not warrant three (3) people and will be determined at the discretion of the Living Exhibits Exhibit Supervisor in discussion with Milwaukee County Zoo management. Similarly, based upon attendance, the exhibit may require more than 3 people in this role.
- Volunteer Staffing – use of Milwaukee County Zoo volunteer staffing will be based on the mutual agreement of both parties for each individual proposed.
- Upon completion of the period of performance, Milwaukee County Zoo will allow a reasonable period of time (not to exceed 30 days) for Living Exhibits to breakdown the Exhibit and remove the animals and props.
- Milwaukee County Zoo will allow the exhibit to remain in place during the “off-season” between summer 2013 and summer 2014 – animals to be removed during off-season.
- All Life Support Equipment and other Living Exhibits equipment will be removed from the property within 30 days of the end of exhibit closing.

**Period of Performance:**

The period of performance for this contract is from contract award through September 30, 2014 unless extended.

**Reservation of Rights:**

Living Exhibits hereby reserves the following rights:

For purposes of animal safety, Living Exhibits reserves the right to approve any equipment or apparatus introduced into the Exhibit.

Milwaukee County Zoo hereby reserves the following rights:

Milwaukee County Zoo reserves the sponsorship rights for this Exhibit.

Milwaukee County Zoo reserves the rights to retain all revenues derived through merchandise sales and events and parties outside of regular exhibit hours.

Living Exhibits and Milwaukee County Zoo hereby reserve the following rights:

Living Exhibits and Milwaukee County Zoo each hereby reserve the right to close the Exhibit at any time due to an animal or public safety emergency. The Exhibit will re-open as quickly as possible once the emergency is over.

Living Exhibits and the Milwaukee County Zoo will share In-water photos and food sales revenues as stipulated in Attachment “B”.

**Notes:**

- 1) Living Exhibits is not responsible for damage to the floor, ceiling, walls, fixtures or HVAC of the exhibit building unless there is evidence of willful or malicious damage being caused by Living Exhibits staff or sub-contractors.
- 2) Living Exhibits will have the right to conduct and In-water photo concession during the run of the exhibit. Living Exhibits will be responsible for all costs of the concession with the exception of the cost for labor of printing and sales of the photos which will occur in the merchandise area of the exhibit at no additional costs to Living Exhibits. In-water photo concession revenues will be shared between Living Exhibits and Milwaukee County Zoo as stated in "Attachment B".
- 3) This is a two season contract with no cancellation considerations other than those provided for in the "Terms and Conditions" section of this agreement.

## Attachment B

### **Price and Payment**

#### **Price:**

The Total Fixed Price for the above-indicated services is as follows:

\$258,000 payable as stated in the 2013 Milestones Payment section below plus twelve (12) monthly payments of \$11,250 beginning on January 15, 2013 and ending on December 15, 2013 and \$85,000 as stated in the 2014 season Milestone Payments section below plus (12) monthly payments of \$20,916 beginning on January 15, 2014 and ending on December 15, 2014.

Additionally, during the 2013 season, Milwaukee County Zoo will pay to Living Exhibits 75% of animal food sales (gross sales after taxes) and 75% of In-water photo sales (gross sales after taxes). During the 2014 season, Milwaukee County Zoo will pay to Living Exhibits 50% of animal food sales (gross sales after taxes) and 50% of In-water photo sales (gross sales after taxes).

All other associated revenues including admission, merchandise, food and beverage, sponsorship, etc. are not shared and belong to the Milwaukee County Zoo.

#### **Milestone Payments:**

##### **2013 Season**

Payment #	Due Date	Percentage of Price	Dollar Amount
1	Contract Award January 15, 2013	15%	\$38,700
2	January 15, 2013	30%	\$ 77,400
3	March 5, 2013	30%	\$ 77,400
4	May 1, 2013	25%	\$ 64,500
		100%	<b>\$258,000</b>

- Plus revenue share payments due on the 15 day of each month of operations (open to the public)

##### **2014 Season**

Payment #	Due Date	Percentage of Price	Dollar Amount
1	January 5, 2014	50%	\$42,500
2	March 1, 2014	50%	\$42,500
		100%	<b>\$85,000</b>

Plus revenue shares as stated above.



CHRIS ABELE, MILWAUKEE COUNTY EXECUTIVE  
 JAMES KEEGAN, INTERIM DIRECTOR OF PARKS, RECREATION AND CULTURE

**Date:** November 27, 2012

**To:** Marina Dimitrijevic, Chairwoman, Milwaukee County Board of Supervisors

**From:** James Keegan, Interim Director, Department of Parks, Recreation and Culture

**Subject:** Donation of Land Adjacent to the Menomonee River Parkway – ACTION

**ISSUE**

The Interim Director of the Department of Parks, Recreation and Culture (DPRC) is requesting authorization to accept the donation of approximately 2.6 acres of land adjacent to the Menomonee River Parkway for addition to the Park System.

**BACKGROUND**

In Fall of 2012 Don Pionek, the Representative for Steven and Mayda Peckham contacted County Supervisor Deanna Alexander and County staff to discuss the possible purchase of approximately 2.6 acres of land owned by the Peckham’s. This property is located at 12040 W. Appleton Avenue in the City of Milwaukee. Subsequent to these discussions the Peckham’s sent correspondence (see Exhibit A) to the DPRC offering to donate this land for addition to the Park System. The property directly abuts the Menomonee River Parkway along the east bank of the river, north of Appleton Avenue, just east of the County Line (see Exhibit B). This tract of undeveloped land is comprised mostly of wetland and low woodlands along the flood plain.

The Parks Department has undertaken several steps to evaluate the appropriateness of adding this property to the Park System. Planning and Development staff have reviewed the property and its attributes and evaluated its significance related to the adopted Park and Open Space Plan for Milwaukee County and other established plans



and goals. Staff from the Parks Department and the Department of Administrative Services – Environmental Services has walked the site to evaluate the natural resources and look for any signs of potential environmental contamination or concern. The site is relatively undisturbed and appears to have had no previous development. The conclusion of this inspection was that there are no apparent environmental problems existing on the site and that further investigations are not warranted at this time.

To assist in the evaluation of this site the Parks Department requested that the Southeastern Wisconsin Regional Planning Commission (SEWRPC) perform an evaluation of the property for environmental and recreational significance. SEWRPC staff has performed its investigation of the site and it concluded that the subject parcel would be a meaningful addition to the existing County park system and adjacent Primary Environmental Corridor. They recommended that the DPRC proceed to seek authorization to accept the proposed land donation. The Parks Department feels that this property would provide an excellent addition to the park system in terms of connectivity potential and open space and natural resource preservation.

### **RECOMMENDATION**

The Interim Director of the Department of Parks, Recreation, and Culture respectfully recommends that the DPRC be authorized to accept the donation of the 2.6 acre property located at 12040 W. Appleton Avenue from Steven and Mayda Peckham. It is further recommended that appropriate County staff be authorized to prepare, review, approve, execute, record and/or implement the required documents or perform actions to facilitate the acquisition of this property

Prepared by: Kevin Haley, Landscape Architect, Planning and Development Section – DPRC

**Recommended by:**

**Approved by:**

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Laura Schloesser, Chief of  
Administration and External Affairs

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James Keegan, Interim Parks  
Director

Cc: County Executive Chris Abele

Amber Moreen, Chief of Staff, County Executive's Office  
Kelly Bablitch, Chief of Staff, County Board  
Supervisor, Gerry Broderick, Chair, Parks, Energy & Environment  
Committee  
Supervisor, Jason Haas, Vice-Chair, Parks, Energy & Environment  
Committee  
Supervisor Deanna Alexander, District 18  
Vince Masterson, Fiscal Mgt. Analyst, Admin & Fiscal Affairs/DAS  
Janelle Jensen, Parks, Energy & Environment Committee Clerk  
Jessica Janz-McKnight, Research Analyst, County Board  
Steven and Mayda Peckham  
Don Pionek

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(ITEM NO. ) From the Interim Director, Department of Parks, Recreation and Culture (DPRC), seeking authorization to accept the donation of 2.6 acres of land, by recommending adoption of the following:

A RESOLUTION

WHEREAS, in Fall of 2012 the Representative for Steven and Mayda Peckham contacted County Supervisor Deanna Alexander and County staff to discuss the possible purchase of approximately 2.6 acres of land owned by the Peckham's; and

WHEREAS, subsequent to these discussions the Peckham's sent correspondence to the DPRC offering to donate this land for addition to the Park System; and

WHEREAS, this property is located at 12040 W. Appleton Avenue in the City of Milwaukee; and

WHEREAS, the property directly abuts the Menomonee River Parkway along the east bank of the river, north of Appleton Avenue, just east of the County Line; and

WHEREAS, this tract of undeveloped land is comprised mostly of wetland and low woodlands along the flood plain; and

WHEREAS, the Parks Department has undertaken several steps to evaluate the appropriateness of adding this property to the Park System; and

WHEREAS, DPRC Planning and Development staff have reviewed the property and its attributes and evaluated its significance related to the adopted Park and Open Space Plan for Milwaukee County and other established plans and goals; and

WHEREAS, staff from the Parks Department and the Department of Administrative Services – Environmental Services has walked the site to evaluate the natural resources and look for any signs of potential environmental contamination or other concerns; and

WHEREAS, the conclusion of this inspection was that no apparent environmental problems exist on the site and that further investigation is not

45 warranted; and

46

47 WHEREAS, to assist in the evaluation of this site the Parks Department  
48 requested that the Southeastern Wisconsin Regional Planning Commission  
49 (SEWRPC) perform an evaluation of the property for environmental and  
50 recreational significance; and

51

52 WHEREAS, SEWRPC staff has performed its investigation of the site and  
53 concluded that the subject parcel would be a meaningful addition to the  
54 existing County park system and adjacent Primary Environmental Corridor; and

55

56 WHEREAS, the Parks Department feels that this property would provide an  
57 excellent addition to the park system in terms of connectivity potential and  
58 open space and natural resource preservation; and

59

60 WHEREAS, the Interim Director of the Department of Parks, Recreation,  
61 and Culture has recommended that the DPRC be authorized to accept the  
62 donation of the 2.6 acre property located at 12040 W. Appleton Avenue from  
63 Steven and Mayda Peckham and that appropriate County staff be authorized  
64 to prepare, review, approve, execute, record and/or implement the required  
65 documents or perform actions to facilitate the acquisition of this property; now,  
66 therefore,

67

68 BE IT RESOLVED, that the Milwaukee County Board of Supervisors hereby  
69 authorizes the Interim Director of the Department of Parks, Recreation, and  
70 Culture to accept the donation of the 2.6 acre property located at 12040 W.  
71 Appleton Avenue from Steven and Mayda Peckham for addition to the Park  
72 System; and

73

74 BE IT FURTHER RESOLVED, that the Interim Parks Director, the Department of  
75 Administrative Services, Risk Management, Corporation Counsel and Register of  
76 Deeds are authorized to prepare, review, approve, execute, record all  
77 documents and to perform all actions required to facilitate the acquisition of this  
78 property; and,

79

80 BE IT FURTHER RESOLVED, that upon acquisition of this property by  
81 Milwaukee County it shall be dedicated as Park Land; and

82

83 BE IT FURTHER RESOLVED, that the County Executive and County Clerk are  
84 authorized to execute any required documents.

## MILWAUKEE COUNTY FISCAL NOTE FORM

**DATE:** 11/26/12

Original Fiscal Note

Substitute Fiscal Note

**SUBJECT:** Authorization to accept the donation of 2.6 acres of land adjacent to the Menomonee River Parkway at 12040 W. Appleton Avenue.

**FISCAL EFFECT:**

- |  |  |
|--|--|
| <input checked="" type="checkbox"/> No Direct County Fiscal Impact<br><input checked="" type="checkbox"/> Existing Staff Time Required<br><input type="checkbox"/> Increase Operating Expenditures<br>(If checked, check one of two boxes below)<br><input type="checkbox"/> Absorbed Within Agency's Budget<br><input type="checkbox"/> Not Absorbed Within Agency's Budget<br><input type="checkbox"/> Decrease Operating Expenditures<br><input type="checkbox"/> Increase Operating Revenues<br><input type="checkbox"/> Decrease Operating Revenues | <input type="checkbox"/> Increase Capital Expenditures<br><input type="checkbox"/> Decrease Capital Expenditures<br><input type="checkbox"/> Increase Capital Revenues<br><input type="checkbox"/> Decrease Capital Revenues<br><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
<b>Operating Budget</b>	Expenditure	0	0
	Revenue	0	0
	Net Cost	0	0
<b>Capital Improvement Budget</b>	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.<sup>1</sup> 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 Fall of 2012 the Representative for Steven and Mayda Peckham contacted County Supervisor Deanna Alexander and County staff to discuss the possible purchase of approximately 2.6 acres of land owned by the Peckham's. This property is located at 12040 W. Appleton Avenue in the City of Milwaukee. Subsequent to these discussions the Peckham's sent correspondence to the DPRC offering to donate this land for addition to the Park System. The acquisition of this land would be at no cost to the County other than staff time since it would be donated. The DPRC will not be required to perform regular maintenance of this land as it is in a near natural state similar to adjacent Parkway lands and would be managed as such.

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<sup>1</sup> 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 Kevin Haley, DPRC

Authorized Signature \_\_\_\_\_

Did DAS-Fiscal Staff Review?  Yes  No

Referred

OCT 19 2012

County Board  
Chair

**Steven & Mayda Peckham**  
4590 S. 116<sup>th</sup> Street  
Greenfield, WI 53228  
Telephone: (414) 427-7143

October 17, 2012

Milwaukee County Department of Parks, Recreation and Culture  
9480 Watertown Plank Road  
Wauwatosa, WI 53226

Attn: James Keegan  
Interim Director

Re: Donation of Land to Milwaukee County Parks

We own a 2.6 acre parcel of land located at 12040 W. Appleton Ave., in the City of Milwaukee which abuts the Menomonee River Parkway, owned by Milwaukee County. We would like to donate this parcel to Milwaukee County to add to their parkland. The parcel is roughly 280 feet by 400 feet and consists mostly of wetlands and flood plain. If possible, we would like to complete this donation process yet this calendar year.

Don Pionek is representing us on behalf of this parcel. His telephone number is (262) 679-1087 and address is W170 S6742 Timber Ct., Muskego, WI 53150.

He has contacted Supervisor Deanna Alexander, District 18, and also talked to Kevin Haley of the Parks Department, about this parcel. If you require any additional information regarding this parcel of land, please contact Don Pionek.

We appreciate your time and consideration for acceptance of our land donation.

Thank you

*Steven Peckham*

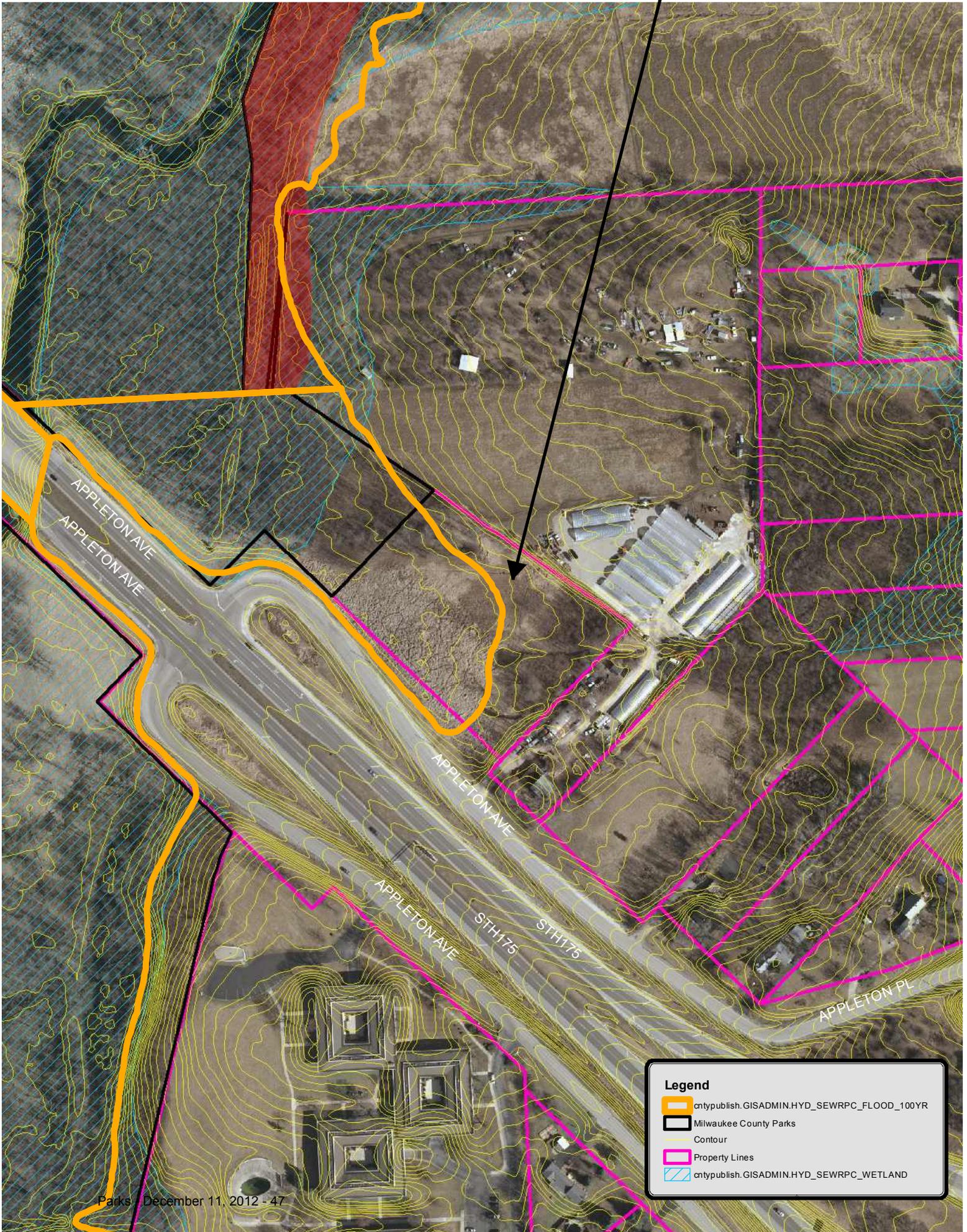
Steven Peckham

*Mayda Peckham 10/17/2012*

Mayda Peckham

Date

Cc: Chairwomen Marina Dimitrijevic, Milwaukee County Board of Supervisors  
Supervisor Gerry Broderick, Parks, Energy and Environment Committee Chairman  
Supervisor Deanna Alexander, 18<sup>th</sup> District



**Legend**

-  cntypublish.GISADMIN.HYD\_SEWRPC\_FLOOD\_100YR
-  Milwaukee County Parks
-  Contour
-  Property Lines
-  cntypublish.GISADMIN.HYD\_SEWRPC\_WETLAND



CHRIS ABELE, MILWAUKEE COUNTY EXECUTIVE  
 JAMES KEEGAN, INTERIM DIRECTOR OF PARKS, RECREATION AND CULTURE

Date: November 27, 2012

To: Marina Dimitrijevic, Chairwoman, Milwaukee County Board of Supervisors

From: James Keegan, Interim Director, Department of Parks, Recreation and Culture

Subject: **A Wisconsin Electric Power Company (WE Energies) Request for Permanent Easements to Provide Underground Electric Services to County Park Land – ACTION**

**ISSUE**

The Department of Parks, Recreation and Culture (DPRC) is seeking authorization to grant WE Energies permanent easements to allow for the construction, operation and maintenance of underground electric power services on County property located within the Root River Parkway and Mitchell Park.

**BACKGROUND**

The DPRC has requested that WE Energies provide two new underground electrical services to support new park facilities. A new service located on the south side of the Root River Parkway west of S. 92<sup>nd</sup> Street will provide power for new street lighting along this section of the Parkway Drive (see Exhibit A). Another service located in Mitchell Park, will accommodate the new football field and related facilities being constructed by Journey House in the Park north of S. 22<sup>nd</sup> and Pierce Streets (see Exhibit B). Since these services provide electricity solely to park facilities, WE Energies requires permanent easements from the County for this infrastructure. WE Energies has requested that Milwaukee County grant permanent easements to allow for the construction, operation and maintenance of portions of these new electric facilities. All cabling located on County parkland will be installed underground. Prior to execution,

the DPRC, Department of Administrative Services, Corporation Counsel and other appropriate staff will review and approve all documents as required.

**RECOMMENDATION**

The Interim Parks Director respectfully recommends that WE Energies be granted permanent easements for the construction, operation and maintenance of underground electric power services and related improvements in the Root River Parkway and Mitchell Park.

Prepared by: Kevin Haley, Landscape Architect, DPRC Planning and Development Section

**Recommended by:**

**Approved by:**

---

Laura Schloesser, Chief of  
Administration and External Affairs

---

James Keegan, Interim Parks  
Director

Cc: County Executive Chris Abele  
Amber Moreen, Chief of Staff, County Executive's Office  
Kelly Bablitch, Chief of Staff, County Board  
Supervisor, Gerry Broderick, Chair, Parks, Energy & Environment

**Committee**

Supervisor Jason Haas, Vice-Chair, Parks, Energy & Environment Committee  
Supervisor Joe Sanfelippo, District 17  
Supervisor Peggy Romo West, District 12  
Vince Masterson, Fiscal Mgt. Analyst, Admin & Fiscal Affairs/DAS  
Janelle Jensen, Parks, Energy & Environment Committee Clerk  
Jessica Janz-McKnight, Research Analyst, County Board  
Tonya Peters, WE Energies

(ITEM NO. ) From the Interim Director, Department of Parks, Recreation and Culture, seeking authorization to grant WE Energies Permanent Easements on County property located within the Root River Parkway and Mitchell Park, by recommending adoption of the following:

**A RESOLUTION**

WHEREAS, the DPRC has requested that WE Energies provide two new underground electrical services to support its park facilities; and

WHEREAS, a new service located on the south side of the Root River Parkway west of S. 92<sup>nd</sup> Street will provide power for new street lighting along this section of the Parkway Drive; and

WHEREAS, another service located in Mitchell Park, will accommodate the new football field and related facilities being constructed by Journey House in the park north of S. 22<sup>nd</sup> and Pierce Streets; and

WHEREAS, since these services provide electricity solely to park facilities, WE Energies requires permanent easements from the County for this infrastructure; and

WHEREAS, WE Energies has requested that Milwaukee County grant permanent easements to allow for the construction, operation and maintenance of portions of these new electric facilities; and

WHEREAS, all cabling located on County parkland will be installed underground; and

WHEREAS, prior to execution, the Department of Parks, Recreation and Culture, Department of Administrative Services, Corporation Counsel and other appropriate staff will review and approve all documents as required; and

WHEREAS, the Interim Parks Director respectfully recommends that WE Energies be granted permanent easements for the construction, operation and maintenance of underground electric power services and related improvements in the Root River Parkway and Mitchell Park; and

WHEREAS, the Interim Parks Director has recommended that the authority to prepare, review, approve, execute and record all documents as required to execute the requested easement be granted to the Department of Parks,

45 Recreation and Culture, the Department of Administrative Services, Corporation  
46 Counsel, Risk Management, County Clerk, Register of Deeds, and the County  
47 Executive; now, therefore,

48

49 BE IT RESOLVED, that the Milwaukee County Board of Supervisors hereby  
50 authorizes the Parks Director, the Department of Administrative Services, the  
51 Register of Deeds, Corporation Counsel and Risk Management to prepare,  
52 review, approve, execute and record all documents, and take all actions as  
53 required to grant the required permanent easements for the construction,  
54 operation and maintenance of the electric services and related improvements in  
55 the Root River Parkway and Mitchell Park; and,

56

57 BE IT FURTHER RESOLVED, that the County Executive and County Clerk are  
58 authorized to execute the easements and other required documents.

## MILWAUKEE COUNTY FISCAL NOTE FORM

**DATE:** November 26.2012

Original Fiscal Note

Substitute Fiscal Note

**SUBJECT:** A Wisconsin Electric Power Company (WE Energies) Request for Permanent Easements to Install Underground Electric services on County property located within the Root River Parkway and Mitchell Park.

**FISCAL EFFECT:**

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|---|--|
| <input type="checkbox"/> No Direct County Fiscal Impact<br><input checked="" type="checkbox"/> Existing Staff Time Required<br><input type="checkbox"/> Increase Operating Expenditures<br>(If checked, check one of two boxes below)<br><input type="checkbox"/> Absorbed Within Agency's Budget<br><input type="checkbox"/> Not Absorbed Within Agency's Budget<br><input type="checkbox"/> Decrease Operating Expenditures<br><input type="checkbox"/> Increase Operating Revenues<br><input type="checkbox"/> Decrease Operating Revenues | <input type="checkbox"/> Increase Capital Expenditures<br><input type="checkbox"/> Decrease Capital Expenditures<br><input type="checkbox"/> Increase Capital Revenues<br><input type="checkbox"/> Decrease Capital Revenues<br><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
<b>Operating Budget</b>	Expenditure	0	0
	Revenue	0	0
	Net Cost	0	0
<b>Capital Improvement Budget</b>	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. <sup>1</sup> 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.

Since the permanent easements will be provided to WE Energies so that they will provide new electrical services to DPRC facilities, no fees will be charged for the easements.

Department/Prepared By Department of Parks, Recreation and Culture/Kevin Haley

Authorized Signature \_\_\_\_\_

Did DAS-Fiscal Staff Review?        Yes        No

---

<sup>1</sup> 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.



Journey House  
Football Field

**WE Energies New Electric  
Service Easement Area**



PIERCE ST

PIERCE ST

PIERCE ST

PIERCE ST

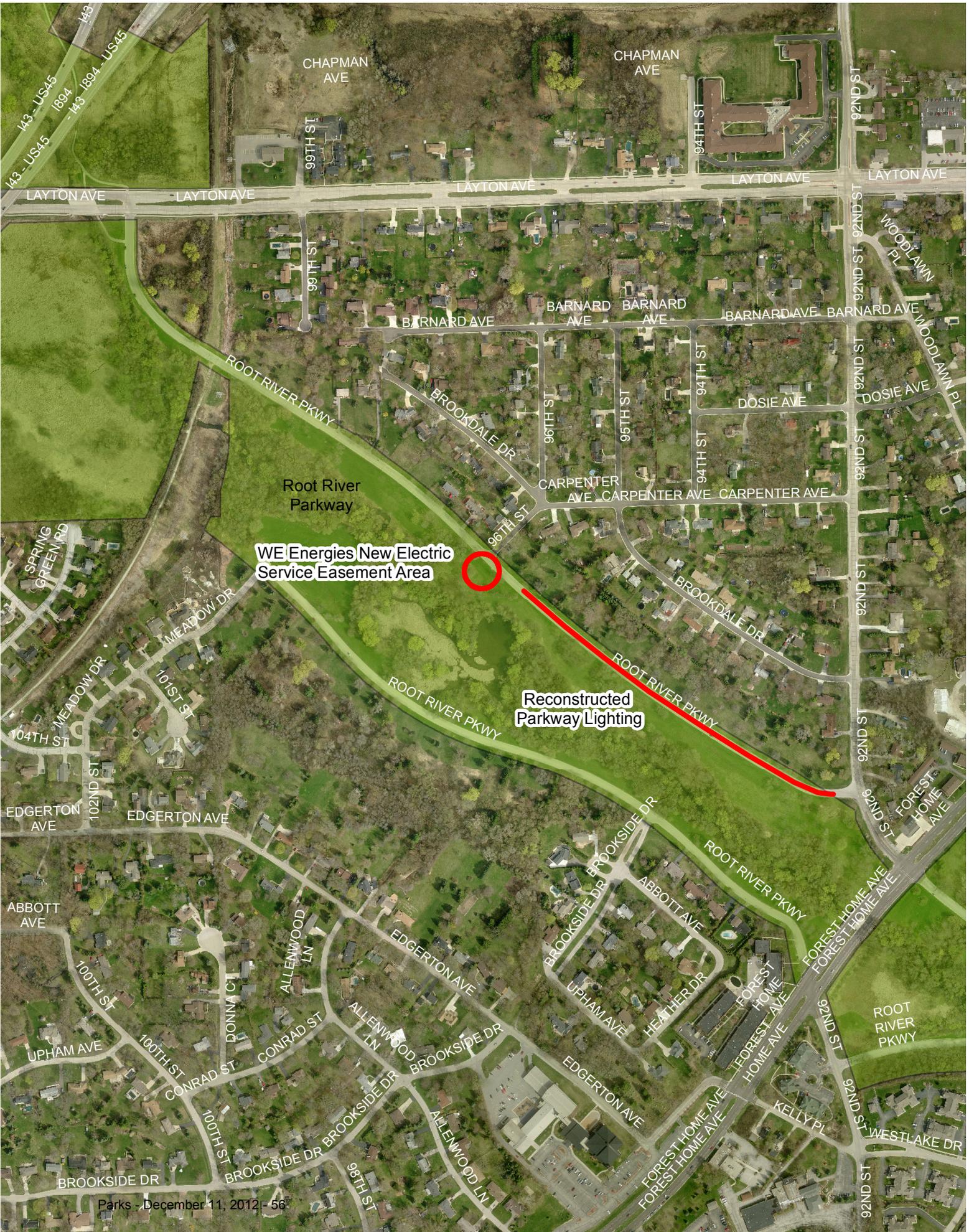
PIERCE ST

25TH ST

24TH ST

23RD ST

22ND ST



**WE Energies New Electric Service Easement Area**

**Reconstructed Parkway Lighting**



CHRIS ABELE, MILWAUKEE COUNTY EXECUTIVE  
 JAMES KEEGAN, INTERIM DIRECTOR OF PARKS, RECREATION AND CULTURE

**Date:** November 27, 2012

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

**From:** James Keegan, Interim Director, Department of Parks, Recreation and Culture

**Subject:** Update on Eligibility Requirements for Knowles–Nelson Stewardship Program Grants – INFORMATIONAL

#### ISSUE

Changes to requirements relating to municipal eligibility for State of Wisconsin Knowles–Nelson Stewardship Program land acquisition funding.

#### BACKGROUND

An oral presentation by the Department of Parks, Recreation and Culture, updating the committee on changes to the eligibility criteria to receive Knowles–Nelson Stewardship Program grants. In September this item was referred to the DPRC, Corporation Counsel and Risk Management by the PEEC. Attached is Background Information Report prepared by the DPRC summarizing the relevant issues and options. Also attached is a draft copy of potential modifications to Milwaukee County Ordinances to accommodate the recent changes to the Stewardship program.

#### RECOMMENDATION

No action requested. Informational item unless further action required.

Prepared by: Kevin Haley, Landscape Architect, Planning and Development Section – DPRC

**Recommended by:**

**Approved by:**

ADDRESS

9480 Watertown Plank Road  
 Parks Department, December 11, 2012 - 57  
 Wauwatosa, WI 53226-3560

PHONE/FAX

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

EMAIL

parks@milwcnty.com

WEBSITE

countyparks.com



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Laura Schloesser, Chief of  
Administration and External Affairs

---

James Keegan, Interim Parks  
Director

Cc: County Executive Chris Abele  
Amber Moreen, Chief of Staff, County Executive's Office  
Kelly Bablitch, Chief of Staff, County Board  
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## **Bender Park Land Acquisition/Milwaukee County Ordinance Changes**

**December 2012**

### **Background Information**

In February of 2012, the Conservation Fund (the Fund), with support from the Milwaukee County Department of Parks, Recreation and Culture (DPRC), submitted a State of Wisconsin Knowles-Nelson Stewardship Program (Stewardship) grant application for the acquisition of three parcels of land comprising 95 acres adjacent to Bender Park in the City of Oak Creek (see attached site map). The Fund is a non-profit organization that applies its real estate expertise and resources to act quickly to save high value natural resource-rich lands threatened by development or fragmentation. The Fund acquires and holds such lands on a limited term basis until they can be transferred to federal, state or local partners for long-term protection. In this case, the three parcels of land would be transferred to the DPRC for incorporation into Bender Park.

The subject parcels are a high priority for acquisition for the DPRC due in part to their value as a means to protect the natural resources in Bender Park. With the exception of its waterfront park features (boat launch, protected harbor, parking, pavilion), Bender Park's 303 acres are largely dedicated to natural resource protection and passive recreation. The park contains a range of habitat/landscape types and numerous plant and animal species, several of which have been designated by the Wisconsin Department of Natural Resources (WDNR) as threatened or endangered or have been noted to be of special concern. Bender Park is also part of an important migratory bird corridor known as the Lake Michigan Flyway, a link between Canada and the Northwest Territories and Central and South America for many shorebirds, flycatchers, vireos, swallows, thrushes, warblers, sparrows, and other birds.

Currently, a development company owns the subject parcels and there is concern that if they were developed for residential or multi-unit housing, as much of Oak Creek has been developed over the past 20 years, the interior of the park would be exposed to negative impacts such as encroachments, illegal activities, storm water runoff, wildlife disturbance (i.e.: from unleashed pets) or

just plain over-use resulting from large numbers of people in proximity to the park. Such impacts would degrade the natural resources located within the Bender Park.

The acquisition of the subject parcels removes the threat of development and buffers natural resource features located there by expanding the amount of undeveloped land that makes up the park. In addition, as shown on the attached site map, an elevated railroad/utility corridor runs for 2,800 feet along the southwest side of the subject lands. The corridor serves as a barrier between the subject parcels and development occurring to the west. Acquisition of the parcels and their incorporation into Bender Park, in essence, fills in a gap in the park's logical boundaries.

The acquisition of the subject parcels will also have ecological benefits beyond protecting the valuable natural resources in Bender Park from development. A 2001 environmental inventory for the property conducted by the Southeastern Wisconsin Regional Planning Commission (SEWRPC) found that most of the site is covered by high value wildlife habitat. More specifically, there are six documented ephemeral wetlands in addition to eight acres of permanent wetlands on the site, and two drainage channels that connect the parcels hydrologically to Bender Park. Hence, the subject parcels will add to the native plant communities and wildlife habitat areas in Bender Park.

Stewardship grants are funded on 1:1 basis. Hence, 50% of the WDNR certified appraised value would be provided by the WDNR and the Local share would be 50%. The DPRC is actively pursuing various options for funding the local share including the Wisconsin Coastal Management Program and the Milwaukee Metropolitan Sewerage District's Green Seams Program.

Indications from the WDNR are that the grant request will be approved. However, in accordance with state statutes changes in 2007, lands acquired with Stewardship funds must be open for public hunting, fishing, trapping, hiking, and cross-country skiing as indicated in the following Wisconsin Administrative Code excerpts:

Wis. Admin. Code. Ch. NR 52:

- Requires that land purchased in part or in whole with Stewardship Program funds must allow nature based public outdoor activity (NBOA) of hunting, trapping, fishing, cross country skiing or hiking, unless reason is given to prohibit them, see below:
  - If the prohibition is necessary to protect public safety.
  - If it is necessary to protect a unique animal or plant community.
- If one or more of the NBOAs will be prohibited on the property, the prohibition will go through a review process, where each level will determine if it agrees with the prohibition. It will first go through an in-house safety review by the WDNR Central Office staff or the Regional Public Safety Review Team, followed by review by the DNR Secretary, and concluding with a review by the Natural Resources Board.

The WDNR Central Office staff Public Safety Review Team has made a determination that hunting and trapping must be allowed on the three Bender Park parcels under consideration for 2012 Stewardship acquisition funding. As a result of this determination, the WDNR on August 13, 2012 sent a letter to the Conservation Fund saying that its February 2012 Stewardship application is not eligible for Stewardship funding "because the public uses on the property under ownership of the proposed assignee, Milwaukee County Department of Parks, will not meet requirements set forth in state law. Specifically, the County ordinance that would prohibit hunting and trapping on the parcel conflicts with the statutory requirements that Stewardship land must be open to the public for nature-based outdoor activities including hunting and trapping."

The correspondence goes on to state that if the County ordinances are changed to allow required nature-based outdoor activities, the WDNR will proceed with its review and evaluation for Stewardship funding. The changes need to be in place by early 2013, however, in order for the 2012 funding to be available for the acquisition of the three parcels of land. Similar ordinance changes have successfully been made to Dane, Waukesha County, City of Muskego and Village of Mount Pleasant ordinances to permit limited hunting and trapping in compliance with Stewardship rules. The City of Oak Creek is in the process of modifying its ordinances. Several non-profits including the MMSD Green Seams Program, The Conservation Fund, Waukesha County Land Trust, Ozaukee

Washington Land Trust and Cedar Lakes Conservation Foundation have developed policies to allow nature based outdoor activities on their lands to be compliant with the Stewardship program rules.

In addition to missing out on an opportunity for funding assistance for a significant Park System acquisition at Bender Park, failure to change the ordinances will render Milwaukee County ineligible for future land acquisition projects funded through the Stewardship Program. The draft 2035 Park and Open Space Plan for Milwaukee County contains an extensive acquisition program that would, thereby, be ineligible for Stewardship funding.

The DPRC has drafted proposed changes to the existing County ordinances based on formats successfully used by other units of government that have dealt with the NBOA issue. These drafts have been reviewed and modified by Milwaukee County's Corporation Counsel and Risk Management.

### **Issues Surrounding the Hunting and Trapping Ordinance Modification**

Milwaukee County could choose to restrict hunting to archery and pet friendly trapping since bow hunting along with trapping generally are not considered to be a public safety threat. This would only be a restriction on the type of hunting, not a prohibition of hunting in general and would still be compliant with WDNR policy. The WDNR has approved land acquisitions with similar restrictions for other units of government.

Other issues the DPRC would need to address or have clarified include:

- Should the County Board concur with the recommendation, what kind of hunting and trapping opportunities should be considered: gun and bow; gun only; bow only; all trapping; or, live trapping only. Each of these options is compliant with WDNR policy.
- The provision of public outreach information and signage associated with a hunting and trapping program (property boundaries, program rules and regulations, contact info, etc.)
- The establishment of an administration for issuance of the permits that must comply with State rules, regulations, seasons, etc. This includes the establishment of the number of permits made available to the public to help manage wildlife populations at desired control areas.

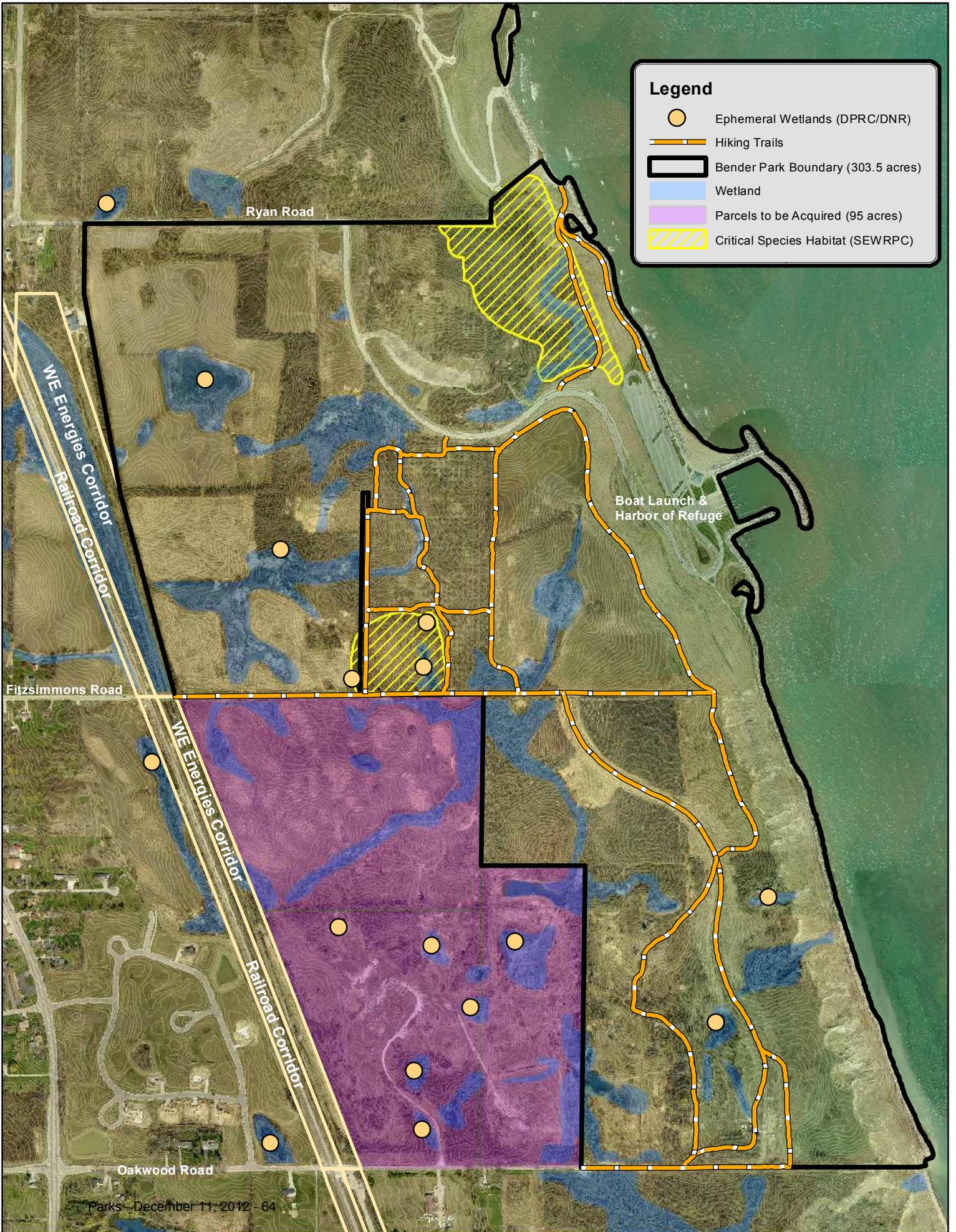
- The provision of enforcement of the County rules and regulations. Enforcement of State rules, regulations, and seasons would be the responsibility of the WDNR.
- Consideration of liability for possible injuries sustained by the general public or their pets. Do recreation immunity statutes apply?

Besides the Stewardship Program eligibility issue, there is sufficient benefit and value to changing the ordinances in terms of:

- A tool for wildlife management
- Additional form of recreation available to County residents
- An additional source of revenue to the DPRC

In addition, the City of Oak Creek also has a pending Stewardship acquisition application, and is exploring changes to its ordinances to be compliant with state statutes. The DPRC has taken steps to partner with the City of Oak Creek on efforts to inform the public on this issue and to hold a public meeting to solicit input on it. The State of Wisconsin just completed informational public meetings regarding hunting and trapping in State Parks and is in the process of compiling the results of these meetings. Milwaukee County will review and evaluate the results of these meetings for assistance in developing any ordinance changes.

# PROJECT SITE MAP



**Legend**

- Ephemeral Wetlands (DPRC/DNR)
- Hiking Trails
- Bender Park Boundary (303.5 acres)
- Wetland
- Parcels to be Acquired (95 acres)
- Critical Species Habitat (SEWRPC)

DRAFT Chapter 47 County Ordinance Changes

**47.05. - Use of firearms, fireworks; hunting with bow and arrow and trapping; fireworks; throwing of missiles; making of fires; deposit or breakage of tin cans, bottles and glassware; prohibitions.**

~~(1) Use of firearms and fireworks; hunting with bow and arrow; trapping. No person shall carry, fire or discharge any gun, pistol or firearm, nor any rocket, torpedo or other fireworks of any description, nor shall any person engage in trapping within any park or parkway without a written permit of the department of parks, recreation and culture; nor shall any person hunt with bow and arrow within any park or parkway. No person shall carry, fire or discharge any gun, pistol or firearm, nor any rocket, torpedo or other fireworks of any description upon any premises owned or leased by Milwaukee County which is not part of the county parks and parkways. The word "gun" shall include airgun.~~

(1) Hunting, Firearms and Trapping - It shall be unlawful in any park to hunt, trap or pursue wildlife at any time. No person shall use, carry or possess firearms of any description or air rifles, spring-guns, bow and arrows, slings, or any other forms of weapons potentially inimical to wildlife and dangerous to human safety, or any instruments that can be loaded with the fire blank cartridges, or any kind of trapping device within any park or parkway except as provided below. Shooting into park areas from beyond park boundaries is prohibited. No person shall carry, fire or discharge any gun, pistol or firearm, nor any rocket, torpedo or other fireworks on any description upon any premises owned or leased by Milwaukee County which is not part of the county parks and parkways. The work "gun" shall include airgun.

This code section shall not supersede concealed carry law as provided in 2011 Wisconsin Act 35.

- (a) Hunting and trapping shall be allowed on certain county-owned lands as required through a grant condition for the purchase of the property, or as designated by Parks Director. Any such allowed hunting and trapping must be in accordance with Wisconsin Department of Natural Resources regulations and County policies where approved separately by Milwaukee County Board resolution.
- (b) No person shall have in their possession or under their control any firearm as defined in s. 167.31(c), Wis. Stats., or air gun as defined in s. 939.22, Wis. Stats., unless the same is unloaded and encased in any park or parkway except in those areas where firearms are permitted on designated ranges and in accordance with posted regulations and except where in use for permitted hunting purposes or otherwise authorized in this code. Or any bow unless the same is unstrung or enclosed in a carrying case in ant park or parkway except those areas of the park or parkway where bows are permitted on designated ranges and in accordance with posted regulations and except where in use for permitted hunting purposes or otherwise authorized in this code.

(2) Use of fireworks and miscellaneous projectiles; No person shall carry, fire or discharge any fireworks, rocket, torpedo or other projectiles of any description, within any park or parkway without a written permit of the department of parks, recreation and culture; No person shall carry, fire or discharge any fireworks, rocket, torpedo or other projectiles of any description upon any premises owed or leased by Milwaukee County which is not part of the county parks and parkways. The word "gun" shall include airgun. ~~(2) —Times for the setting off of fireworks displays on county-owned parks and parkways. No person shall cause or allow the setting off of fireworks on the county-owned parks, or on the parkways, after 12:00 midnight on any Friday or Saturday, or on any day that is, or precedes, a holiday, or unless prior approval is obtained from the county board. No fireworks shall be set off on any~~

other day, after 10:00 p.m., unless prior approval is obtained from the county board.

(3) Throwing of stones or missiles projectiles. No person shall throw or shoot an arrow, knife, stones, paintball or missiles other projectiles by hand or other means in or into any park or parkway. This subsection shall not apply to arrows used on archery ranges authorized by the Parks Director or for the discharge of a bow or firearm for hunting purposes as authorized by this code.

(4) *Making of fires.* No person shall make or kindle a fire for any purpose except in places provided therefor, and then subject to such regulations as may be prescribed.

(5) *Deposit of tin cans, bottles and glassware forbidden except in waste container; removal of broken tin cans, bottles or glassware.*

(a) No person shall deposit any tin cans, bottles or other glassware after the same have been used in any place in a park or parkway, except in waste containers provided by the department of parks, recreation and culture, or except in containers carried by such person for the purpose of removing same from such park or parkway.

(b) Any person who breaks a bottle or other glassware in any park or parkway shall immediately pick up the broken pieces and remove same to a park waste container.

#### **47.07. - Fish, waterfowl; game birds Fish, Birds and Mammals.**

(1) *Fishing.* Fishing is permitted unless prohibited by posted signs, and provided state law and state department of natural resources rules and regulations are observed, except that:

(a) No person shall throw any object into the waters of the parks or parkways so as to injure or unnecessarily disturb the fish in said water.

(b) No person shall take, capture or kill fish of any variety, or fish for fish by means other than hook or line within two hundred (200) feet of any fishway, lock or dam.

(c) No person may fish with or leave any fish line(s) unattended in any waters, or take any fish by snagging or fouling, or fish with the aid or use of any firearm or pellet gun, or by any means other than angling or trolling. Dip nets three (3) feet or less in diameter and a gaff may be used for the purpose of landing fish legally hooked.

(2) ~~Waterfowl; game birds and sea gulls~~ Birds and mammals.

(a) No one shall kill, injure or attempt to injure, catch, hunt, trap or unnecessarily disturb any ~~waterfowl or other birds or animals~~ birds or mammals, wild or domestic, within any of the parks or parkways. Nor shall any person rob or disturb the nest or eggs of any bird or ~~other animal~~ mammal therein, without the express written permission of the parks director, who shall provide notice to the Milwaukee County Board of Supervisors and the county executive.

(b) ~~Waterfowl; game birds and sea gulls.~~ No one shall feed any ~~waterfowl, game birds or seagulls~~ birds or mammals within any of the parks or parkways of Milwaukee County.

© Hunting and trapping are allowed on department approved park properties designated by the Parks Director or as required through a grant condition for the purchase of the property and allowed by a written permit issued by the Parks Director.

(d) Bag limits, daily hours, licenses or other regulations are in accordance with those rules and regulations established by the Wisconsin Department of natural resources.

(e) Possession and discharge of bows and firearms are subject to local municipal regulations.

(f) Permanent blinds and stands are not permitted. All stands and blinds must be removed at the close of each day. The damaging of trees and removal of vegetation is prohibited.

(d)(g) Target practice or shooting not associated with the actual harvesting of licensed game is prohibited, except in areas designated by the Parks Director.

(3) Any person violating any of the provisions of subsection (2)(b) of this section shall, for each offense, forfeit a penalty of ten dollars (\$10.00). Upon conviction of a second offense and any additional violations of subsection (2)(b) shall forfeit \$25.00 and perform four (4) hours of community service as may be directed by the court. Such community service will not interfere with the current bargaining unit agreement and will be assigned by the parks department, or shall be subject to a tax intercept order in favor of Milwaukee County for the payment of the fine, in the discretion of the court.



CHRIS ABELE, MILWAUKEE COUNTY EXECUTIVE  
 JAMES KEEGAN, INTERIM DIRECTOR OF PARKS, RECREATION AND CULTURE

**Date:** November 27, 2012

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

**From:** James Keegan, Interim Director, Department of Parks, Recreation and Culture

**Subject:** **Update on Boerner Botanical Gardens Catering and Facility Maintenance Request for Proposal – INFORMATIONAL**

### **ISSUE**

Selection of a vendor for catering and facility maintenance services for Boerner Botanical Gardens through the Request for Proposal (RFP) process.

### **BACKGROUND**

The Department of Parks, Recreation and Culture (DPRC), was directed in the Adopted 2012 Budget to issue an RFP for both catering and facility maintenance services at Boerner Botanical Gardens in order to assist it in becoming self-sustaining.

The DPRC will give an oral presentation updating the committee on the selection of a vendor for catering and facility maintenance services for Boerner Botanical Gardens through the RFP process.

### **RECOMMENDATION**

No action requested. Informational item unless further action required.

Prepared by: Laura Schloesser, Chief of Administration & External Affairs

**Recommended by:**

**Approved by:**

#### ADDRESS

9480 Watertown Plank Road  
 Parks - December 11, 2012 - 68  
 Wauwatosa, WI 53226-3560

#### PHONE/FAX

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

#### EMAIL

parks@milwcnty.com

#### WEBSITE

countyparks.com



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Laura Schloesser, Chief of  
Administration and External Affairs

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James Keegan, Interim Parks  
Director

Cc: County Executive Chris Abele  
Amber Moreen, Chief of Staff, County Executive's Office  
Kelly Bablitch, Chief of Staff, County Board  
Supv. Jason Haas, Vice-Chair, Parks, Energy & Environment Committee  
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Janelle Jensen, Parks, Energy & Environment Committee Clerk  
Jessica Janz-McKnight, Research Analyst, County Board



CHRIS ABELE, MILWAUKEE COUNTY EXECUTIVE  
 JAMES KEEGAN, INTERIM DIRECTOR OF PARKS, RECREATION AND CULTURE

Date: November 27, 2012

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

From: James Keegan, Interim Director, Department of Parks, Recreation and Culture

Subject: Update on Vendor Requests for Proposals – INFORMATIONAL

### ISSUE

Publication of Requests for Proposals for various vendors from Veteran's Park to Bradford Beach.

### BACKGROUND

Oral presentation by the Department of Parks, Recreation and Culture, updating the committee on publication of RFPs for vendors from Veteran's Park to Bradford Beach.

### RECOMMENDATION

No action requested. Informational item unless further action required.

Prepared by: Laura Schloesser, Chief of Administration & External Affairs

Recommended by:

Approved by:

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Laura Schloesser, Chief of

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James Keegan, Interim Parks

Cc: County Executive Chris Abele  
Amber Moreen, Chief of Staff, County Executive's Office  
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CHRIS ABELE, MILWAUKEE COUNTY EXECUTIVE  
 JAMES KEEGAN, INTERIM DIRECTOR OF PARKS, RECREATION AND CULTURE

**Date:** November 27, 2012

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

**From:** James Keegan, Interim Director, Department of Parks, Recreation and Culture

**Subject:** Update on Park Ranger Program – INFORMATIONAL

### ISSUE

Year to date review of the Park Ranger Program.

### BACKGROUND

Oral presentation by the Department of Parks, Recreation and Culture, updating the committee on the Park Ranger program.

### RECOMMENDATION

No action requested. Informational item unless further action required.

Prepared by: Laura Schloesser, Chief of Administration & External Affairs

**Recommended by:**

**Approved by:**

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Laura Schloesser, Chief of  
 Administration and External Affairs

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James Keegan, Interim Parks  
 Director



Cc: County Executive Chris Abele  
Amber Moreen, Chief of Staff, County Executive's Office  
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CHRIS ABELE, MILWAUKEE COUNTY EXECUTIVE  
 JAMES KEEGAN, INTERIM DIRECTOR OF PARKS, RECREATION AND CULTURE

**Date:** November 27, 2012

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

**From:** James Keegan, Interim Director, Department of Parks, Recreation and Culture

**Subject:** Land Exchange Request from the City of Milwaukee – INFORMATIONAL

### ISSUE

A land exchange request from the City of Milwaukee involving Little Menomonee River Parkway land located at the northwest corner of W. Good Hope Road and N. 91<sup>st</sup> Street

### BACKGROUND

This will be an oral presentation by the Department of Parks, Recreation and Culture, informing the Committee on a request from the City of Milwaukee to exchange lands with the County to accommodate the reconstruction and realignment of Granville Road and removal of the existing bridge over the Little Menomonee River Parkway near W. Good Hope Road and N. 91<sup>st</sup> Street.

### RECOMMENDATION

No action requested. Informational item unless further action is required.

Prepared by: Kevin Haley, Landscape Architect, DPRC Planning and Development Section

**Recommended by:**

**Approved by:**



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Laura Schloesser, Chief of  
Administration and External Affairs

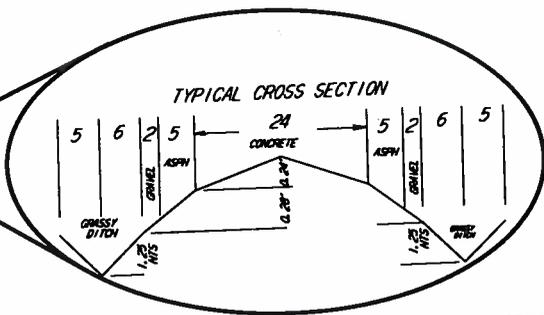
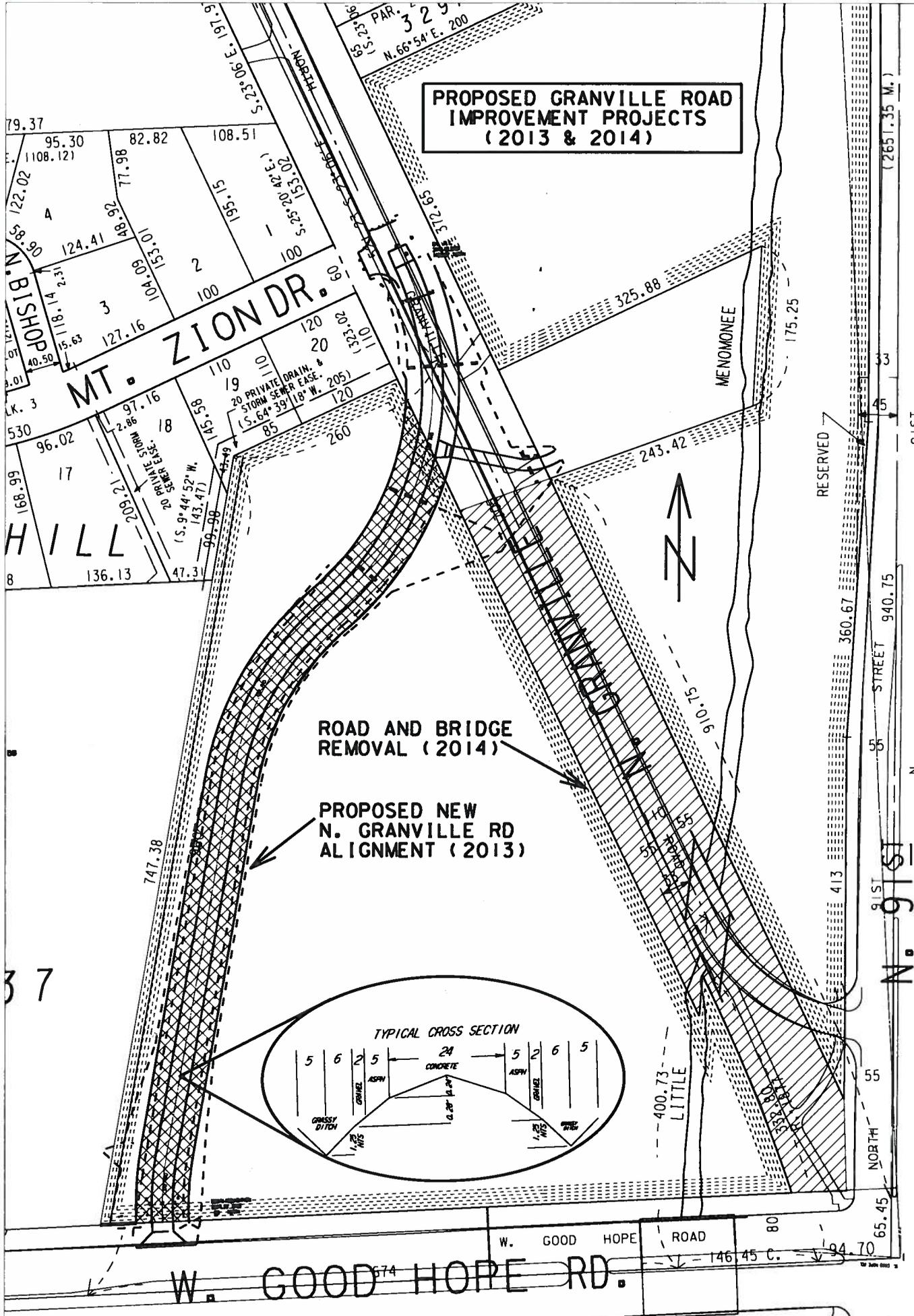
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James Keegan, Interim Parks  
Director

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**PROPOSED GRANVILLE ROAD  
IMPROVEMENT PROJECTS  
(2013 & 2014)**





CHRIS ABELE, MILWAUKEE COUNTY EXECUTIVE  
 JAMES KEEGAN, INTERIM DIRECTOR OF PARKS, RECREATION AND CULTURE

**Date:** November 27, 2012

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

**From:** James Keegan, Interim Director, Department of Parks, Recreation and Culture

**Subject:** **A partnership to host the 2013 & 2014 USA Triathlon Age Group Championships – INFORMATIONAL**

**ISSUE**

Hosting the 2013 & 2014 USA Triathlon Age Group Championships.

**BACKGROUND**

Oral presentation by the Department of Parks, Recreation and Culture (DPRC), updating the committee on a partnership between the DPRC, VISIT Milwaukee, the City of Milwaukee, and Wisconsin State Parks to host the 2013 & 2014 USA Triathlon Age Group Championships.

**RECOMMENDATION**

No action requested. Informational item unless further action required.

Prepared by: Laura Schloesser, Chief of Administration & External Affairs

**Recommended by:**

**Approved by:**



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Laura Schloesser, Chief of  
Administration and External Affairs

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James Keegan, Interim Parks  
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