



OFFICE OF THE COUNTY EXECUTIVE

Milwaukee County

CHRIS ABELE COUNTY EXECUTIVE

DATE: June 5, 2012

TO: The Honorable Marina Dimitrijevic, Chairwoman, County Board of Supervisors

FROM: Chris Abele, County Executive

SUBJECT: **Appointment of Chuck Wikenhauser**

Pursuant to Wisconsin Statute Sec. 59.17(2), Milwaukee County General Ordinance 17.30(2) and subject to confirmation of your Honorable Body, I am reappointing Mr. Chuck Wikenhauser to the position of Zoological Director within the Zoological Department for Milwaukee County.

Mr. Wikenhauser has served as Zoological Director since 1990. Milwaukee County Zoo is one of Milwaukee County's premier attractions. It boasts a renowned animal collection - 2,275 mammals, birds, fish, amphibians and reptiles with more than 330 species - and special exhibits. Milwaukee County Zoo visitors are educated, entertained and inspired under Mr. Wikenhauser's leadership.

I urge you to give this appointment your favorable consideration.

Chris Abele
Milwaukee County Executive

cc: Supervisor Gerry Broderick, Chair, Parks, Recreation and Culture Committee
Kelly Bablitch, Chief of Staff, County Board of Supervisors
Janelle Jensen, Committee Clerk, Parks, Recreation and Culture Committee
Jessica Janz-McKnight, Research Analyst Parks, Recreation and Culture Committee
Chuck Wikenhauser

CHARLES WIKENHAUSER
12017 W. Hayes Ave.
West Allis, Wisconsin 53227

Education:

Bachelor of Science Degree in Zoology
June 1971
University of Illinois

Employment History:

Director - Milwaukee County Zoo, Milwaukee, Wisconsin
January 1990 - present
Responsible for all administrative aspects of zoo operation
Annual Budget: \$26 million Annual Attendance: 1.3 million visitors
Local Economic Impact: \$112 million Accredited by Association of Zoos &
Aquariums

Director - The Pittsburgh Zoo, Pittsburgh, Pennsylvania
January 1986 - December 1989
Responsible for all administrative aspects of zoo operation

Director - John Ball Zoo, Grand Rapids, Michigan
November 1981 - December 1985
Responsible for all administrative aspects of zoo operation

Director - Glen Oak Zoo, Peoria, Illinois
December 1973 - November 1981
Responsible for all administrative aspects of zoo operation

Zookeeper - Niabi Zoo, Rock Island County, Illinois
January - December 1973
Daily care of exotic and domestic animals

Professional Affiliations:

Professional Fellow – Association of Zoos & Aquariums (since 1974)

AZA Service

Accreditation Commission (past vice chair)
Accreditation Inspection Team Chairman (30+ inspections)
Animal Health Committee
Charter & Bylaws Committee
Code of Ethics Review Task Force
Conference Host Committee Chairman (1981, 1985 & 2003 Great Lakes Regional,
1989 & 2008 Annual)
Honors and Awards Committee
Membership Committee (past chair)
Graduate of AZA Zoo and Aquarium Management School (Accredited by North
Carolina State University)
World Association of Zoos and Aquariums (Member)

Wisconsin Municipal Zoo Association (Member)

Community Service:

Wauwatosa Suburban Chamber of Commerce (past-President)

Visit Milwaukee (Board Member)

Aurora West Allis Medical Center (Board Member)

Aurora Health Care Metro Region (Board Chairman)

West Allis City Plan Commission (Member)

Boy Scouts of America – Milwaukee County Council (Past District Chair)

4/28/12



OFFICE OF THE COUNTY EXECUTIVE

Milwaukee County

CHRIS ABELE COUNTY EXECUTIVE

DATE: June 5, 2012

TO: The Honorable Marina Dimitrijevic, Chairwoman, Milwaukee County Board of Supervisors

FROM: Chris Abele, County Executive

SUBJECT: **Appointment of Vera Westphal**

Pursuant to Wisconsin Statute Sec. 59.17(2), Milwaukee County General Ordinance 17.30(3) and subject to confirmation of your Honorable Body, I am reappointing Ms. Vera Westphal to the position of Deputy Zoological Director within the Zoological Department for Milwaukee County.

Ms. Westphal has served as Deputy Zoological Director since 2005. She has an extensive financial and administrative background with over 25 years of County service including 15 years in the Department of Administrative Services Fiscal Affairs Division.

Ms. Westphal has a BA in Business Management and Communications from Concordia University. Her financial background and Zoo experience makes her especially qualified to lead the Administration and Finance Division. Ms. Westphal has proven herself to be a valuable asset to the Zoo.

I urge you to give this appointment your favorable consideration.

Chris Abele
Milwaukee County Executive

cc: Supervisor Gerry Broderick, Chair, Parks, Recreation and Culture Committee
 Kelly Bablitch, Chief of Staff, County Board of Supervisors
 Janelle Jensen, Committee Clerk, Parks, Recreation and Culture Committee
 Jessica Janz-McKnight, Research Analyst Parks, Recreation and Culture Committee
 Chuck Wikenhauser
 Vera Westphal

VERA WESTPHAL
103 N. 87th Street
Wauwatosa, Wisconsin 53226
414-258-4928

EXPERIENCE

Milwaukee County Zoo May 2005 - Present
Deputy Zoo Director (Administration and Finance)

Duties include proposing, formulating, planning, directing and managing the fiscal and administrative activities of the Zoo. Responsible for the oversight of accounting, budgeting, data processing, human resources and cash handling. Additional duties include annual budget preparation and monitoring a \$25 million budget, programmable budget development and implementation, representation of the department in all fiscal and administrative matters and functioning as the Zoo Director for fiscal and administrative matters in his absence.

Milwaukee County January 1994 – May 2005
Department of Administrative Services
Fiscal and Management Analyst
BRASS System Administrator (1999 to May 2005)

Administered the County-wide BRASS budgeting system (Budget of \$1 billion); developed a number of County-wide fiscal reports, including: fiscal impact of position reclasses and reallocations, County-wide salary cost projections, budget development fiscal status reports, projected labor agreement cost analyses and County-wide retirement and sick leave payout reports; conducted financial and policy analyses; prepared department budget requests for the Zoo and other departments; reviewed departmental financial statements to monitor and develop systems for budget compliance; assisted in interpreting County, State, and Federal budget procedures and administrative rules; performed programmatic and fiscal reviews of local, state and federal legislation; analyzed the need for new positions and submitted reports and recommendations; monitored and attended standing committee meetings on a monthly basis; assisted in the development of Memoranda of Understanding with the Milwaukee Art Museum/War Memorial Center, Marcus Center for the Performing Arts and for the multi-jurisdictional Justice Assistance Grant with Cities of Milwaukee, West Allis, and Wauwatosa; administered the Local Law Enforcement Block Grant.

Analyzed and made recommendations on budget requests for County departments and outside agencies for the County Executive's Budget (Office of the Sheriff, House of Correction, District Attorney, DAS-Human Resources, DAS-Risk Management, DAS-Procurement, Corporation Counsel, Employee Fringe Benefits, Zoo, UW Extension, Combined Court Related Operations, County Health Related Programs, County Treasurer, War Memorial Center, Villa Terrace/Charles Allis, Marcus Center for the Performing Arts, Historical Society, Fund for the Arts, Greater Milwaukee Convention and Visitors Bureau, Keep Greater Milwaukee Beautiful, various county-wide non-departmental budgets); assisted in the development and implementation of improved budget procedures.

Milwaukee County
Department of Administrative Services
Administrative Assistant 2

December 1990 – December 1993

Analyzed and prepared department's \$4 million dollar budget; compiled, coordinated and managed the production of the County Executive and Adopted budgets; acted as Human Resources Coordinator for the department; coordinated and maintained development of computerized reports; supervised the support staff team which included the department's payroll and purchasing; maintained Milwaukee County's Administrative Manual; personal assistant to the Fiscal and Budget Administrator.

Milwaukee County
Child Support Enforcement
Clerk Typist 3

July 1990 – December 1990

Prepared affidavits of arrears; reviewed cases for compliance with child support orders; assisted in establishing and enforcing support orders; assisted in locating absent parent; assisted in collecting child support revenue.

Milwaukee County
Clerk of Circuit Court
Clerk Typist 3 – Section Leader

August 1989-July 1990
May 1987- August 1988

Managed the Case Preparation section including the supervision of four employees; initiated procedures for improving workflow; prepared warrants, summons and judicial reviews.

Milwaukee County August 1988-August 1989
Parks Department January 1986 to May 1987
Office Assistant

Supervised clerical staff; maintained payroll and personnel records for 250 employees; interviewed and hired Park Attendants and Seasonal Laborers for summer and winter jobs; prepared and maintained North Region's Workers' Compensation records; assisted in preparing Region's budget.

Milwaukee County July 1982 – December 1985
Parks Department
Park Attendant

Performed a variety of duties in concession, golf course and swimming pool operations.

EDUCATION

Bachelors of Arts - Business Management and Communications
Honors: Magna Cum Laude
Concordia University

OTHER ACTIVITIES

Wauwatosa Chamber of Commerce – Executive Committee & Board Member



OFFICE OF THE COUNTY EXECUTIVE

Milwaukee County

CHRIS ABELE COUNTY EXECUTIVE

Date: June 5, 2012

To: Marina Dimitrijevic, Chairwoman, County Board of Supervisors

From: Chris Abele, County Executive

Subject: Appointment to Milwaukee Public Museum Board of Directors

Pursuant to Milwaukee County General Ordinance 1.22 and subject to the confirmation of your Honorable Body, I am hereby appointing Thad Nation to serve on the Milwaukee Public Museum Board of Directors. Thad Nation's appointment will expire on January 31, 2015.

Attached is a copy of his biography for your review.

Your consideration and review of this appointment is appreciated.

A handwritten signature in black ink, appearing to read "Chris Abele", written over a horizontal line.

Chris Abele
Milwaukee County Executive

Cc: Supervisor Gerry Broderick, Chair, Parks, Energy & Environment Committee
Jessica Janz-McKight, Analyst, Parks, Energy & Environment Committee
Janelle Jensen, Clerk, Parks, Energy & Environment Committee
Jay Williams, Milwaukee Public Museum
Thad Nation

Thad Nation

4426 N. Farwell Ave., Shorewood, WI

Thad is the founder and senior partner of the public strategies firm, Nation Consulting. Thad's efforts at Nation Consulting are focused on high-level, strategic consulting as an advisor to multiple CEOs on messaging, politics and strategy. Thad's relationships and impact run quite deeply with many of our longtime clients.

At Nation Consulting, Nation focuses on assisting corporate and organizational clients with strategic planning in government and public relations; creating the right organizational messaging and subsequent execution of messaging strategies; successfully working with the media; and managing crisis communications. Nation also serves as the executive director of Wired Wisconsin, and works with a diverse array of companies and non-profit organizations, including We Energies, Michels Corp., The Housing Authority of the City of Milwaukee and Pabst Farms, among others.

Thad's extensive corporate experience follows a long career in government and politics, including work with two state governors and executive-level work in a variety of state agencies along with work with national political parties. His experiences provide a unique perspective in his advisory role with our clients, whether they are large corporations, non-profit organizations or individuals seeking elected office.

He also serves as a trustee for the village of Shorewood.

**County of Milwaukee
Interoffice Communication**

Date: June 4, 2012

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

From: Craig Kammholz, Fiscal and Budget Administrator, Department of Administrative Svcs

Subject: Due Diligence Report for Agreement with Journey House, Inc. for lease to Construct and Operate a Football Field within Mitchell Park

Request

The Department of Parks, Recreation, and Culture (Milwaukee County) requests approval to enter into an agreement with Journey House, Inc (Journey House) for the lease of land within Mitchell Park located at 524 South Layton Boulevard, Milwaukee, Wisconsin. The agreement would allow Journey House to construct and operate a football field within Mitchell Park.

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

- Lease may be in place for a total of 30 years.
- Tenant pays a \$1 annual rental payment.
- Tenant will escrow the total amount of funds necessary for the construction and installation of the football field in advance of construction.
- Tenant agrees to establish an endowment fund in the amount of \$50,000 for ongoing maintenance and operation of the football field.
- Tenant has the authority to establish a fee schedule for use of the football field sufficient to cover ongoing operating costs.
- Tenant agrees to make the football field available to the public free of charge for at least four (4) hours a week.
- Tenant pays all utility costs, including installation and ongoing costs.
- Upon expiration or early termination of the Lease, the County shall acquire, free and clear at no cost, the title to the football field and any improvements made as well as equipment to maintain the field and any remaining endowment funds.

Background

Journey House is seeking a long-term lease agreement with Milwaukee County to install a football field turf, which was donated by the Green Bay Packers (the former Ray Nitschke Packers Practice Field in Green Bay, Wisconsin). Journey House proposes to use donations and grant funds to install and secure the football field as well as to create an initial endowment fund for the maintenance and operation of the field. Milwaukee County funds will not be used toward the construction or operation of the football field. In addition, Journey House will also charge user fees to recover the majority of the ongoing operations costs associated with the football field.

The installation and operation of the football field is envisioned as a two (2) phase project. Phase 1 is estimated at \$1 million for the installation of the donated Green Bay Packers practice field with goal posts and field markers as well as construction of a security fence around the field. Phase 2 is estimated at \$1.7 million and is considered field enhancements such as the following: stadium lights, bleachers, scoreboard, field entrance/pathway, parking, restrooms and a concession stand. Phase 2 also includes funding for the endowment fund.

Project Budget

Journey House Football Field	
Estimated Project Budget (financing provided from grants and donations to Journey House)	
Expense	
Phase 1	\$ 1,036,676
Phase 2	\$ 1,697,100
	<u>\$ 2,733,776</u>
Revenue	
Green Bay Packers Field Donation (In-Kind)	\$ 233,555
NFL USFC Grassroots Field Installation Grant*	\$ 200,000
Benidt Foundation Gift**	\$ 750,000
	<u>\$ 1,183,555</u>
Surplus/(Deficit)	<u>\$ (1,550,221)</u>
*Expires December 31, 2012	
**To be received according to the following schedule: May 2012 \$200,000, May 2013 \$275,000, May 2014 \$275,000	

Journey House anticipates the football field will be a catalyst to bring about many positive outcomes for the community such as youth development, increased safety of Mitchell Park and surrounding neighborhood, job creation, and economic development.

Review & Analysis

The Department of Administration - Fiscal Affairs (DAS) has reviewed the draft proposal from Journey House and prepared the analysis that follows. At this time, review and approvals related to this lease agreement have not been provided from Corporation Counsel or Community Business Development Partners.

The initial term of the proposed lease agreement is for fifteen (15) years with an additional fifteen (15) year extension at the same terms and conditions as the initial term. Milwaukee County will receive an annual rental payment of \$1 for the lease of the land.

Per the terms of the proposed lease agreement, Journey House will escrow the total amount of funds necessary to construct and install the football field and provide proof that the total amount of funds has been escrowed for this purpose prior to the start of any construction activities.

Journey House has proposed to charge ongoing fees for the use of the football field. Per the agreement, the reasonableness of such fees shall be determined by Journey House in relation to the long-term financial sustainability of Journey House's operation of the property. Journey House also recognizes that public use of the football field is desirable and therefore agrees to make the facility available to the public free of charge for at least four (4) hours per week.

Upon expiration or the early termination (due to a variety of reasons including default) of the lease, the County will acquire, free and clear, title to the football field including all alterations, improvements, and any assets remaining in the endowment fund.

Recommendation

Based upon review of the available information, DAS does not object to the approval of the draft lease agreement, should all of the following conditions be addressed.

In order to provide better safeguards to the County:

1. The initial term of the lease should be shortened to 10 years, with four optional extensions of 5 years each. Terms and conditions for each renewal should be subject to negotiation and approval by both Journey House and the County. As stated above, the current lease consists of two 15 year terms, with renewal at the current terms and conditions at the discretion of the Journey House only.
2. The Journey House endowment fund for major maintenance and operational improvements should be established as two distinct restricted funds. A restricted fund for major maintenance reduces the risk that the County will be the responsible for major maintenance items as funds will be dedicated solely for that purpose and cannot be expended for any operational improvement enhancements.
3. Given the long term nature of the lease agreement, the minimum threshold amount for major maintenance should be based upon the long-term maintenance needs of the facility. Presently the lease agreement establishes a \$50,000 minimum threshold.
4. Ensure that the minimum number of hours dedicated for free public access be maximized beyond the four hour weekly minimum by Journey House, to the extent practical.
5. Establish a revenue sharing agreement between Journey House and the County based on expected profits from admission/rental of the football field facility. Proceeds realized under the agreement should be restricted and used only to

supplement the restricted fund for major maintenance, thereby providing an added safeguard to the County.



Craig Kammholz, Fiscal and Budget Administrator

pc: Chris Abele, County Executive
Supervisor Marina Dimitrijevic, Chair, County Board of Supervisors
Amber Moreen, Chief of Staff, County Executive's Office
Kelly Bablitch, Chief of Staff, County Board of Supervisors
Sue Black, Director, Department of Parks, Recreation and Culture
Patrick Farley, Director, Department of Administrative Services
Jessica Janz-McKnight, Research Analyst, County Board
Stephen Cady, Fiscal and Budget Analyst, County Board
Paul Kuglitsch, Contracts Services Officer, Department of Parks, Recreation, & Culture



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

Date: May 31, 2012

To: Chairwoman Marina Dimitrijevic, Milwaukee County Board of Supervisors

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

Subject: Request to Enter into a Lease Agreement with Journey House, Inc. for a Certain Portion of Mitchell Park – ACTION

POLICY

The Department of Parks, Recreation and Culture (DPRC) respectfully requests authorization to enter into a lease agreement with Journey House, Inc. (JH) for a certain portion of Mitchell Park to allow JH to construct, endow, maintain, and operate a football field and related amenities in the park.

BACKGROUND

In 2008, the Zilber Family Foundation commissioned the "Clarke Square Quality of Life Plan" (please see [Exhibit "A"](#)), a comprehensive study of the Clarke Square neighborhood, including Mitchell Park. Part of the study included how Mitchell Park could further enhance the neighborhood and meet the needs of an active competitive sports community. After many public meetings, hearings, and discussions on the types of programming the park could support, a newly developed master plan was created for the park. Included in this plan was the installation and operation of a football field.

In 2009, the NFL Green Bay Packers donated the former Nitschke Field Turf, a \$300,000 synthetic football field, to JH, a community-based organization that works to empower children, adolescents, and adults through education, leadership, athletic and workforce development programs. JH, in collaboration with the Zilber Neighborhood Initiative in Clarke Square, and with the support of its neighborhood residents and businesses and other stakeholders, has secured one hundred percent (100%) of the funding necessary to construct, endow, maintain and operate the field and security fencing in Mitchell Park. To realize its goal of installing and operating the field, JH is requesting from DPRC a long-term lease for that certain portion of park property on which the improvements will be made (please see [Exhibit "B"](#)).



ADDRESS

9480 Watertown Blank Road
Parks - June 19, 2012 - Page 14
Wauwatosa, WI 53226-3560

PHONE/FAX

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

EMAIL

parks@milwcnty.com

WEBSITE

countyparks.com

DPRC and JH believe that JH's commitment to providing expanded programming through the installation and use of the football field at Mitchell Park will sustain and strengthen the park and surrounding neighborhood. JH's programming is open to everyone, regardless of race, gender, age, religion, employment or immigration status. Because Mitchell Park lies in a centrally located neighborhood serviced by the Milwaukee County Transit System, JH anticipates that it will immediately be able to expand its programming, while at the same time providing Milwaukee County with a valuable community asset.

To date, DPRC and JH have met on several occasions to discuss our mutual interests and have negotiated a lease for that certain portion of Mitchell Park (please see Exhibit "C"). The lease has been reviewed by Corporation Counsel, Risk Management, and the Department of Administrative Services (DAS). JH has also submitted to DPRC and DAS its due diligence for County review.

RECOMMENDATION

The Parks Director respectfully recommends that DPRC be authorized to enter into a lease with Journey House, Inc. for a certain portion of Mitchell Park, as described in the attached lease agreement.

Prepared by: Paul Kuglitsch, Contract Services Officer

Recommended by:

Approved by:

Laura Schloesser, Chief of
Administration and External Affairs

Sue Black, Parks Director

Attachment: Exhibit "A" – Clarke Square Quality of Life Plan
Exhibit "B" – Site Plan
Exhibit "C" – Lease Agreement

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

(ITEM NO.) From the Director, Department of Parks, Recreation and Culture, requesting authorization to enter into a lease agreement with Journey House, Inc. for a certain portion of Mitchell Park to allow Journey House to install, endow, maintain, and operate a football field and related amenities in the park, by recommending adoption of the following:

A RESOLUTION

WHEREAS, in 2008 the Zilber Family Foundation commissioned the “Clarke Square Quality of Life Plan”, a comprehensive study of the Clarke Square neighborhood, including Mitchell Park; and

WHEREAS, a part of that study included how Mitchell Park could further enhance the neighborhood and meet the needs of an active competitive sports community; and

WHEREAS, many public meetings and discussions were held on the types of programming the park could support; and

WHEREAS, organized football, soccer, and basketball were overwhelming considered by the neighborhood residents to be important activities in encouraging and maintaining an active and healthy lifestyle, thus achieving a higher quality of life; and

WHEREAS, in 2009 the NFL Green Bay Packers donated the former Nitschke Field, a synthetic football field, to Journey House, Inc. (JH) for use in its youth athletic programming; and

WHEREAS, JH is a Clarke Square neighborhood 501(c)(3) not-for-profit community-based organization that works to empower children, adolescents, and adults through education, leadership, athletic and workforce development programs; and

WHEREAS, JH has requested from the Department of Parks, Recreation and Culture (DPRC) a lease of a certain portion of Mitchell Park to allow for the installation, endowment, maintenance, and operation of the football field and related amenities; and

WHEREAS, DPRC supports JH in its endeavor; and has met with JH on several occasions to discuss our mutual interests and have negotiated a lease for that portion of Mitchell Park on which the improvements will be made; and

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WHEREAS, the terms of the lease provide for an initial fifteen (15) year term with an option to renew for an additional fifteen year (15) years; and

WHEREAS, JH is responsible for all of the costs associated with the installation of the football field, the ongoing maintenance of the football field, and the field's operational expenses; and

WHEREAS, the lease also provides for JH to populate an endowment fund with \$100,000 for the maintenance and repair of the field and related amenities; and

WHEREAS, upon termination or expiration of the lease, Milwaukee County shall acquire, free and clear and at no cost, title to the improvements and any equipment necessary to operate the field, as well as any remaining endowment fund reserves; now, therefore,

BE IT RESOLVED, that the Milwaukee County Board of Supervisors hereby authorizes the Parks Director to execute a lease with Journey House, Inc. to allow for the construction, endowment, maintenance and operation of a football field and related amenities in Mitchell Park.

MILWAUKEE COUNTY FISCAL NOTE FORM

DATE: May 31, 2012

Original Fiscal Note

Substitute Fiscal Note

SUBJECT: Lease Agreement Between the Department of Parks, Recreation and Culture and Journey House, Inc. for a Certain Portion of Mitchell Park.

FISCAL EFFECT:

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

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

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

DESCRIPTION OF FISCAL EFFECT

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

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

A. Request to enter into a lease agreement with Journey House, Inc. for the lease of a certain portion of Mitchell Park to allow Journey House to construct, maintain, and operate a football field and related amenities in the park.

B. Journey House will install, maintain, operate and endow the football field and its related amenities at no cost to Milwaukee County. The projected cost of the project is in excess of \$1,000,000.00. Upon termination or expiration of the lease, Milwaukee County retains ownership of the improvements. Also, Journey House is responsible for the all of the costs associated with operating the facility.

C. No Impact.

D. None

Department/Prepared By Paul Kuglitsch, Contract Services Officer

Authorized Signature _____

Did DAS-Fiscal Staff Review? Yes No X

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

Clarke Square

Quality of Life Plan





Clarke Square is a neighborhood of many riches. One of the most diverse communities in Milwaukee, it is home to Journey House, a community-based organization that strengthens families, as well as service agencies such as the Milwaukee Christian Center and the Lao American Organization. The community boasts the Milwaukee County Mitchell Park Conservatory—where visitors can enter the world’s only beehive-shaped glass domes—and Cesar Chavez Drive, a commercial strip that draws Milwaukee’s Latino community and others to shop, eat authentic Mexican food, and enjoy the vibrant atmosphere. A gateway to Milwaukee’s Near South Side, Clarke Square is located near the emerging economic engine of Menomonee Valley and international tourist attractions such as the Potawatomi Casino, Miller Park (home of the Milwaukee Brewers), and the Harley-Davidson Museum.

The Zilber Neighborhood Initiative in Clarke Square strives to build on these powerful assets, drawing on the skills and energy of neighborhood residents. At the kick-off event for the initiative on April 30, 2009, more than 435 residents shared their vision for the community. They were asked to complete three sentences: “The best thing about Clarke Square is...”; “Something I would like to change about Clarke Square is...”; and “Something that is needed in Clarke Square is...” Residents’ responses became the basis for the Clarke Square Neighborhood Initiative Quality of Life Plan.

Neighbors, community leaders, and agency partners that represent Clarke Square’s many cultures guided the process. Active participants met for several hours each week, giving up summer nights to craft specific strategies. For the first time in decades, Clarke Square stakeholders came together to develop and endorse a unified plan for improving the quality of life.

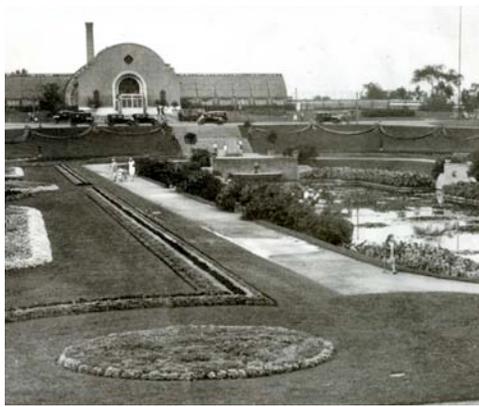
The inclusiveness of the ZNI planning process has energized and mobilized residents and other community leaders. It also has stimulated

a new spirit of neighborliness and commitment to community. Marta Alamo no longer cleans the street in front of her home across from Mitchell Park by herself. Now, young football players and cheerleaders cross the street to help her. More people come out to support the efforts of law enforcement to promote neighborhood safety. More Cesar Chavez Drive businesses are improving our streetscape and growing their companies.

Clarke Square residents are passionate about their community. With passion comes commitment and, together, they lead to achievement. The mantra of “passion, commitment, achievement” will drive the implementation of our plan.

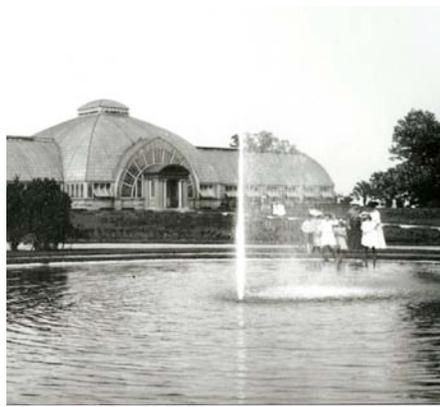
Through this initiative, residents plan to spread the word that Clarke Square is not just a place to pass through on the way to somewhere else, but a great community in which to live and work. We believe that this is Clarke Square’s moment. Join us as we work together to achieve our vision of Clarke Square as a neighborhood of choice in Milwaukee.

Clarke Square



HISTORIC MITCHELL PARK

Photo is property and courtesy of the Milwaukee County Historical Society



HISTORIC MITCHELL PARK

Photo is property and courtesy of the Milwaukee County Historical Society



HISTORICAL PHOTO OF MEMONONEE VALLEY INDUSTRIAL CORRIDOR

History

One of the most diverse neighborhoods in Milwaukee, Clarke Square has a rich history that is closely linked to the nearby Menomonee Valley industrial corridor.

The neighborhood is named for Norman and Lydia Clarke, who in 1837 purchased a parcel of land immediately west of Walker's Point, one of three original settlements that eventually formed the city of Milwaukee. Clarke's Addition, as it was known in those days, went largely undeveloped until the late 1800s when Walker's Point had absorbed all the residents it could accommodate. Newcomers moved into Clarke Square, building on the vacant lots and reaching the neighborhood's western boundary of Layton Boulevard by 1900.

These early settlers had their roots in Germany, Scandinavia, the British Isles, and the eastern United States. They were drawn by the jobs to be found in the Menomonee Valley, located just north of Clarke Square. Giant companies such as International Harvester and the Milwaukee Road, along with smaller local ventures, employed thousands of blue-collar workers. Many of them walked to work from their homes in Clarke Square. Enterprising merchants and tradesmen located their businesses within the neighborhood, adding a commercial element to the mix.

Longfellow School — one of the oldest public school buildings in Milwaukee — dates to 1886. Mitchell Park began to take shape a few years later. As it developed, the neighborhood became known for its shops, tree-lined streets and, perhaps most of all, its churches, many of which still stand.

Clarke Square continued to grow until the 1930s, when the Great Depression put a stop to development. After World War II, the children of older residents began leaving the neighborhood, making room for another influx of newcomers. Hispanic families, many with links to tannery workers who were

recruited from Mexico during the 1920s, began moving in during the 1960s. By 1990, Latinos made up 35 percent of the neighborhood population and by 2000 the figure was above 60 percent. Immigrants from Southeast Asia, such as the Hmong from Laos, started arriving in force in the 1990s.

A variety of social service institutions serve these newcomers and others. They include Milwaukee Christian Center, founded in 1967, and Journey House, which was established in 1969. MCC offers programs for young people and seniors, as well as an emergency food pantry and a housing improvement program. Journey House works to empower children, adolescents, and adults through education, leadership, athletic, and workforce development programs.

The relative newcomers to Clarke Square did not have the employment opportunities that drew their predecessors to the neighborhood. Labor unrest and industrial decline during the 1960s and '70s drove most major employers out of the Menomonee Valley, leaving it a vast brownfield that was designated as a "landfill" by the Wisconsin Department of Natural Resources.

In the last 10-15 years, however, the Valley has been undergoing a revitalization. Palermo Villa, Inc., P&H Mining Equipment, the Potawatomi Casino and Miller Park provide jobs and contribute to the economic health of adjoining neighborhoods, including Clarke Square. A historic tannery complex has been rehabilitated into offices and condominiums.

The rejuvenation of the Menomonee Valley, the creation of a Business Improvement District on Cesar Chavez Drive, and the involvement of numerous organizations and individuals in the Clarke Square Neighborhood Initiative all point to a promising future for a community older than the city of Milwaukee itself.

Catalytic Projects

The following catalytic projects meet community needs identified by neighborhood residents, businesses, and other stakeholders. Together they will improve the infrastructure and cohesiveness of the community.

1 Journey House Longfellow Center for Family Learning and Youth Athletics

Journey House, a results-oriented community organization, and MPS Longfellow, a high-performing school, will build a \$6 million addition to Longfellow to provide education and recreation services to residents. This joint facility meets the community demand for increased services, classroom and educational space, indoor sports venues and recreational areas, and green space. Journey House has secured \$2.75 million in private funding towards this capital campaign. The project is “shovel-ready” and will create immediate local jobs.

2 NFL Football Field in Mitchell Park

The NFL Green Bay Packers donated the former Nitschke Field Turf, a \$300,000 synthetic field, to Journey House. Journey House will raise \$450,000 to install and maintain the field in Milwaukee County's Mitchell Park. National research demonstrates that high-quality football fields are catalysts for building community partnerships, increasing property values, and fostering economic development.

3 Mitchell Park

A comprehensive study will be conducted on how to design Mitchell Park to meet the needs of an active, competitive sports community and support the emerging neighborhood interest in urban gardens. The plan will provide guidance on using open space for planting gardens and creating playing fields for organized football, soccer, and basketball, as well as creating spaces for other sports and year-round family recreation.

4 Sports-Plex

A “Sports-Plex” multipurpose complex will be developed in Mitchell Park, including a large gymnasium that can be used for athletic competitions or community events, and be available for rental for large gatherings such as family reunions and quinceaneras. The Sports-Plex will connect to other recreational destinations, such as the Hank Aaron State Trail, and make available year-round sports and recreational activities to community members. This is in the pre-development phase.

5 Skateboard Park

A skateboard park will be built in Mitchell Park to meet the growing demand of young people. This is in the pre-development phase.

6 Bike and Pedestrian Pathways

To promote a bike-friendly community for youth and families, bicycle lanes and walking paths will be created. A facility where residents can build and repair bikes and skateboards also will be created.

7 Clarke Square Park Revitalization

Clarke Square Park will be revitalized as a safe, open space for children and families to congregate. The park will be designed to include benches, tables, drinking fountains, and other amenities that promote playing and gathering. The pavilion will be updated and expanded to accommodate neighborhood and family events.

8 Milwaukee Christian Center

Milwaukee Christian Center will launch a capital campaign to build a new center on its current site that would include a 48-unit senior housing complex, an expanded food pantry, indoor gymnasium, and space for community services.

9 Hmong American Peace Academy

Hmong American Peace Academy will expand its campus from K-6 to K-12 to effectively prepare 900 students for the demands of a competitive global economy. This project responds to the significant increase in student enrollment and parents' desire to continue their children's education at the academy.

10 Urban Careers Institute

The institute is an employment and training program that will place 75 adults in jobs each year. It meets the need for customized training and employment-readiness preparation in the areas of finance, science, engineering, coaching and officiating, urban ecology, economic development, customer service, and office technology.

11 New Energy Star Homes

The Milwaukee Christian Center Youth Build program will build three new Energy Star homes, which will provide affordable housing opportunities for residents. Neighborhood youth in Youth Build, an intensive carpentry skills training and educational program, will build these homes.

12 Welcome to Clarke Square

Four Clarke Square gateway markers will be installed to market the community as one of the gateways to the Near South Side and tourist destinations such as Potawatomi Bingo Casino, Harley-Davidson Museum, Miller Park, and Mitchell Park Domes. In addition, a local artist competition will be held to design a logo and banners that promote Clarke Square as a neighborhood of choice for families and businesses. The banners will be displayed throughout the neighborhood to demonstrate pride in its diverse cultures and attractions.

13 Cesar Chavez Business Improvement District

A new initiative will improve co-operation among businesses and attract new development in the Cesar Chavez Business Improvement District. The Cesar Chavez BID also will encourage commercial and residential property owners to invest in their properties and the community, improve façades, and attract businesses that are willing to help improve the business community.

14 Cesar Chavez Drive & National Avenue

As part of the City of Milwaukee's Near South Side Comprehensive Plan, this active corner of Clarke Square is seeking to attract committed business partners. This business development will become a cornerstone of the neighborhood, which is located just blocks away from Wisconsin's largest tourist attraction: Potawatomi Bingo Casino.

Clarke Square





LONGFELLOW ELEMENTARY SCHOOL



LONGFELLOW CLASSROOM



JOURNEY HOUSE LONGFELLOW CENTER FOR FAMILY LEARNING AND YOUTH ATHLETICS RENDERING

Clarke Square

Strategic Plan

1: Community-School Partnership

Provide an academic and athletic facility that honors Clarke Square residents and provides adequate and appropriate space for families to learn and play

Longfellow School, the largest elementary school in Wisconsin, and Journey House, a community-based organization, are in the midst of a \$6 million capital campaign to create the Journey House Longfellow Center for Family Learning and Youth Athletics. The new facility will enable Journey House and Longfellow to share educational classrooms, flexible meeting and program space, and a youth gymnasium. It will ensure consistent collaboration among staff, teachers, families, students, and other support staff. It also will help meet growing community demand for services and activities, and relieve overcrowding at the school. The project is “shovel-ready” and will provide jobs immediately for community residents.

1.1 Establish the Journey House Longfellow Center for Family Learning and Youth Athletics as the community campus for programs, services, and activities through all stages of life

The Center will provide opportunities for families to improve academic and English language skills in a rigorous academic program; pursue a career path through workforce readiness and training programs; develop leadership and athletic skills; foster discipline and character; engage in enrichment activities; expand their social network; and engage in improving their neighborhood.



JOURNEY HOUSE ADULT EDUCATION PROGRAM



JOURNEY HOUSE CLASSROOM



TEACHER WORKING WITH STUDENT

Clarke Square

2: Lifelong Learning

Support high academic performance at neighborhood schools, encourage post-secondary education, and promote lifelong learning

At Longfellow School, which serves more than 900 pupils, students are holding their own academically against their peers in other Milwaukee public schools. However, there is room for improvement. Longfellow students lagged from 10 to 40 percentage points, depending on the grade and subject, behind state averages on the Wisconsin standardized test results for 2009. At the same time, 48 percent of residents over age 25 in the Clarke Square area lack a high-school diploma. We will expect children, young people, and adults to commit to lifelong learning.

2.1 Prepare students to compete in the global economy by promoting innovative approaches and state-of-the-art facilities at Longfellow and other neighborhood schools

Research-based practices are more likely to succeed. Research shows that quality after-school programs reduce the risk of truancy, performing poorly in school, depression, and substance abuse. Clarke Square is committed to after-school programs that increase students' cognitive and social skills and provide opportunities for community service. Studies also show that expanded school days, year-round schools, parent participation, and a rigorous curriculum are keys to academic progress. By instituting best practices in education, we will increase the rate of promotion to the next grade level, post-secondary education, or career path.

2.2 Support campus expansion of Hmong American Peace Academy

Hmong American Peace Academy (HAPA) is a Milwaukee charter school that serves about 400 pre-kindergarten through 8th-grade students. Responding to a significant increase in student enrollment and parents' desire for their children to continue their education at the academy, HAPA will expand its campus to serve students through 12th grade.

2.3 Increase adult English Language Learner (ELL) speaking, listening, reading, and writing skills to provide greater access to employment opportunities and post-secondary education

Attending ELL classes exposes residents to multiple cultures and traditions, while paving the way for them to attain U.S. citizenship and better jobs.

2.4 Increase the number of university and college courses offered in Clarke Square and facilitate student transition to main campuses

Currently, Journey House is a delegate agency of Milwaukee Area Technical College and offers ELL and Adult Basic Education (ABE)/General Education Development (GED) in Clarke Square. Mount Mary College also offers computer classes in the community. To improve access to higher education, we will encourage Marquette University, University Wisconsin-Milwaukee, Cardinal Stritch University, and other institutions to hold classes in our community.

2.5 Provide education and mentoring opportunities for teens and their parents to reduce teen parenthood

2.6 Help parents understand and cope with the unique developmental stages of their children, from prenatal to young adulthood



JOURNEY HOUSE CLASSROOM



JOURNEY HOUSE JOB TRAINING



NEW ENERGY STAR HOMES

Clarke Square

3: Employment and Job Training

Match employment opportunities for teens and adults with employers' current and emerging workforce needs

About 20 percent of area residents who wanted work were unemployed in 2009—twice the national average. Providing residents access to jobs that pay family-sustaining wages is an important step toward boosting the economic well being of our neighborhood.

3.1 Create the Urban Careers Institute to increase job skills and workforce readiness in existing and emerging industries

The Institute will expose residents to careers, provide job preparation and workforce readiness training, and facilitate job placement or transition to post-secondary education. Our focus will be on careers in the areas of finance, science, engineering, coaching and officiating, urban ecology, economic development, customer service, and office technology.

The Institute also will provide workshops for residents who do not seek certification, but have specific interest areas that they want to pursue. It also will offer workshops on resume writing, job seeking, job application, interviewing, and job retention.

We also will explore the potential of expanding residential construction/deconstruction programs for specific populations, such as former prisoners and adults over age 25.

3.2 Increase employment opportunities in Menomonee Valley

We will work with Menomonee Valley Partners to identify jobs and train potential employees in areas identified by employers. In addition, we plan to provide people with the tools necessary to sustain long-term employment.

3.3 Increase number of participants in Youth Build residential construction/life skills training program for young people ages 16-24

Youth Build is a workforce development program for at-risk young adults. The program exposes young people to the fields of construction and entrepreneurship, while building homes. We are committed to building three affordable, Energy Star homes. The community will develop a mentoring system for Youth Build members, and encourage them to obtain GEDs and transition to the Wisconsin Regional Training Partnership's Big Step apprenticeship program or the workforce.



NFL FOOTBALL FIELD AT MITCHELL PARK



MITCHELL PARK DOMES



SPORTS-PLEX

Clarke Square

4: Youth, Parks, and Recreation

Offer the community ample access to appropriate spaces for organized sports, family recreation programs, and youth development activities

In Clarke Square, more than one-third of residents are under the age of 18. It is important to the community as a whole for these young people to have access to engaging, character-building activities, reducing their vulnerability to crime, gangs, and drugs.

4.1 Appropriately fund and build capacity for youth development programs

The community recognizes the importance of positively engaged youth. There are 60 to 100 children per block living in Clarke Square; consequently, sustaining and growing funding for youth development programs is paramount to the plan. Building capacity for high-quality youth development programs and organized sports will assist in increasing public safety, improving graduation rates, and developing healthy children.

4.2 Redesign Mitchell Park to meet the needs of an active, competitive sports community and support the emerging neighborhood interest in urban gardens

In addition to the famed Mitchell Park Domes, the park boasts acres of space that can accommodate the varying interests of neighborhood residents. We plan to provide play fields for organized, football, soccer, and basketball, as well as other sports and family recreation activities. At the same time, we envision flower and vegetable gardens gracing the park. To determine how best to design the space, we will undertake a comprehensive study of the needs of park users.

4.3 Install an NFL-quality football field in Mitchell Park that serves as a community infrastructure anchor and galvanizing force for healthy children and families

National research demonstrates that high-quality football fields are catalysts for building community partnerships, increasing property values, and fostering economic development. The installation of a \$300,000 synthetic field donated by the NFL's Green Bay Packers will allow local youth to run, pass, and kick on the same turf designed for professional players. The field will help establish Mitchell Park as a hub that draws large numbers of children and families to play, cheer, and watch the games, thus increasing safety for everyone. Playing organized football will help develop skills, discipline, and character in team members and cheerleaders.

4.4 Create a multipurpose sports and recreational complex in Mitchell Park that connects to other recreational destinations such as the Hank Aaron State Trail

Building a multipurpose "Sports-Plex" that includes a large gymnasium for athletic competitions and can be rented out to community and family groups will provide a venue for residents to participate in indoor sports and recreational activities throughout the year. Affordable rentals for winter sports will be available, such as snowboarding, cross-country skiing, and sledding.

The Sports-Plex would offer easy access to the Hank Aaron State Trail, which provides a continuous connection through dedicated trails and marked streets between the lakefront and Milwaukee's west end.



SKATEBOARD PARK



ORGANIZED YOUTH SPORTS PROGRAMS



MITCHELL PARK DOMES AT NIGHT

Clarke Square

4.5 Build a skateboard park

Dozens of communities throughout the Midwest have created skateboard parks where young people can practice skills, stay fit, and have fun. Our youth have asked for a neighborhood skateboard park, and we will work to fulfill that request.

4.6 Promote a bike-friendly community for youth and families

Bicycle lanes and walking paths make it feasible for residents to travel in a way that is both healthy and better for the environment. We will advocate for these paths, and create a facility where people can build and repair their bikes and skateboards.

4.7 Revitalize Clarke Square Park as a safe, open space for children and families to congregate

In addition to updating the Clarke Square Park pavilion, we will redesign the park to include benches, tables, drinking fountains, and other amenities that promote playing and gathering for neighborhood and family events and activities.

4.8 Provide appropriate indoor gymnasium space to engage children and families year-round

The Clarke Square community does not have enough gym space to meet the intensive demands of its residents. In addition to the gym at the Journey House Longfellow Center for Family Learning and Youth Athletics, we will work to provide additional regulation-sized basketball courts and other indoor space to practice and play.

4.9 Increase adult recreation programs that meet the needs of residents

We will pursue opportunities to partner with the Milwaukee Public Schools Department of Recreation and Community Services to offer activities at Longfellow and other neighborhood sites.

4.10 Increase health and wellness of Clarke Square residents

Recreational activities are not the only way to attain health and wellness. By increasing access to fresh produce and healthy foods, and serving nutritious food at home and at community events, we will help achieve this goal.



BLOCK CLUB LEADER MRS. TYNA



RESIDENTS



BIKE AND PEDESTRIAN PATHWAYS



MPD COMMUNITY OFFICER JESUS GLORIA

Clarke Square

5: Social Connections

Establish new relationships and build on existing connections to develop a sense of belonging and community pride in Clarke Square

The vitality of any neighborhood depends on the connections individuals make with one another. Clarke Square has many active block clubs, associations, and community organizations that foster relationship-building. We will build on this foundation to strengthen the collective voice of Clarke Square and advocate more effectively for the neighborhood.

5.1 Establish the Clarke Square Neighborhood Association comprised of existing and new block clubs, as well as interested individuals

Achieving many of our goals depends on people working together for the common good. The Clarke Square Neighborhood Association will foster interaction and cooperation. A community website also will increase communication among residents and promote neighborhood services, programs, and activities.

6: Public Safety

Ensure that Clarke Square is a safe place to live, learn, work, play, worship, shop, and serve

While crime rates have declined in Clarke Square during the past three years due to anti-crime efforts such as the federally funded Weed and Seed initiative, residents continue to express concern about violent crime, gang activity, drug trafficking, prostitution, and persistent "hot spots." We will work to make our neighborhood safe for residents and visitors alike.

6.1 Create safe passageways for pedestrians, bikers, and motorists

To better understand where pedestrians and bicyclists—especially children going to and from school—are at risk, we plan to conduct a traffic study that will look at speeding, uncontrolled intersections, and school safety zones. We also will advocate for bicycle lanes, walking paths, and safe well-marked passageways from Clarke Square to Menomonee Valley.

6.2 Sustain Weed and Seed to reduce crime and promote assets in the neighborhood

Building on the successes of the Weed and Seed program during the past four years, we will work to improve collaboration with law enforcement agencies, including the Milwaukee Police Department and Milwaukee County Sheriff's office, and cooperate in identifying nuisance properties.

6.3 Eliminate graffiti

Eliminating graffiti sends a signal to the community that vandalism will not be tolerated. We will encourage residents to report graffiti and provide opportunities for young people to channel their artistic talents into creating public art.

6.4 Increase awareness of public safety trainings in English and Spanish

The award-winning City of Milwaukee Landlord Training program teaches property owners how to keep illegal activity off their property. We will encourage participation in this and other public safety programs.

6.5 Provide reintegration services for ex-offenders returning or relocating to Clarke Square, and support services for their families

A new report shows that the number of prisoners in the U.S. has quadrupled over the past three decades. States spend over \$38 billion per year on prison costs, or more than \$134 per citizen. By promoting reentry programs, communities can help lower recidivism rates and dramatically reduce the fiscal and human costs of imprisonment.

We will establish partnerships to provide a support service network for residents re-entering the neighborhood, including providing help to obtain GEDs, ELL classes, driver's licenses, housing, employment, entrepreneurship, and mental health services. Non-violent offenders will be connected to community service opportunities. In addition, we will explore establishing a multi-purpose facility for ex-offenders in collaboration with Justice 2000, Milwaukee Police Department, Office of the District Attorney, and the Clarke Square Neighborhood Association.



WELCOME TO CLARKE SQUARE



MILWAUKEE CHRISTIAN CENTER



MILWAUKEE CHRISTIAN CENTER

Clarke Square

7: Neighborhood Beautification

Raise the visibility of Clarke Square by enhancing its curb appeal and streetscapes in a way that reflects and promotes the cultures of its diverse residents

As one of the most diverse communities in Milwaukee, Clarke Square offers a multicultural array of shops, restaurants, churches, and community-based activities. Its proximity to the Menomonee Valley industrial corridor and tourist destinations such as Potawatomi Casino, Harley-Davidson Museum, Miller Park, and Mitchell Park Domes also make it an appealing place to live, work, and do business.

But in some respects, the neighborhood is a well-kept secret. We plan to change that by promoting and beautifying the community.

7.1 Clearly identify and market Clarke Square

We will erect four gateway markers at each corner of Clarke Square. A design competition will result in a new logo and banners promoting Clarke Square as a neighborhood of choice for families and businesses.

We also will work to:

7.2 Enhance curb appeal by improving the exteriors of residential buildings and yards

7.3 Increase and improve tree canopy coverage by removing dead trees and planting new trees

7.4 Increase urban flower and vegetable gardens to beautify neighborhood and provide access to fresh, nutritious food

7.5 Promote Clarke Square as a neighborhood of choice – a family-friendly place to raise children and an attractive place to conduct and/or establish a new business

7.6 Provide incentives and recognition to residential property owners who go “above and beyond” to beautify their homes and blocks

8: Housing

Stabilize, promote, and preserve diverse housing options from affordable to market-rate to accommodate a wide-range of household incomes and family needs

Clarke Square boasts a rich diversity of housing, including single-family homes, duplexes, and large apartment buildings. Distinctive and historic homes, such as those designed by Frank Lloyd Wright, are scattered throughout the neighborhood. Private independent living facilities and public housing meet the needs of seniors.

About half of our housing stock was built before 1897, making it much older on average than Milwaukee’s housing as a whole, and consequently more expensive to maintain. Housing sales in the neighborhood tumbled from their peak of 101 in 2005 to a low of 12 in 2008, though prices dropped during that period. At the same time, foreclosures increased. In 2008, foreclosures were filed on 5.3 percent of the one- and two-family residential buildings in the community—twice as many as the year before.

8.1 Stabilize existing house by ensuring that residents have access to programs to prevent foreclosures

8.2 Hire a Housing Coordinator to provide support services for potential and current homeowners, including homebuyer counseling, homebuyer prequalification, credit and budget counseling, and general maintenance and improvement programs

8.3 Promote the Clarke Square neighborhood as a “place” for diverse housing types: single family, duplex, bungalow, Victorian, multi-family, and senior housing complexes

8.4 Support Milwaukee Christian Center’s efforts to build a 48-unit mixed-use independent and first-stage assisted living senior development in Clarke Square

8.5 Support Milwaukee Christian Center Youth Build to build three affordable, Energy Star homes

8.6 Identify and preserve specific unique and historic buildings or sites



CESAR CHAVEZ DRIVE & NATIONAL AVENUE



MERCADO EL REY SUPERMARKET



MEXICAN CUISINE AT CHAVEZ DRIVE RESTAURANT

Clarke Square

9: Economic Development

We will foster community wealth by sustaining and growing businesses, and enhancing job creation and retention

Per capita income in Clarke Square is only about two-thirds the city average. In addition, about 20 percent of the area's residents who want to work were unemployed in 2009—twice the national average.

Nevertheless, there is great potential for economic development in the community. For example, the Cesar Chavez Business Improvement District has helped bring a mix of thriving restaurants, grocery stores, fast food franchises, health clinics, and even a store that sells cowboy gear to Cesar Chavez Drive (16th Street). We will work to build on successes such as these.

9.1 Improve cooperation among local businesses and increase capacity to attract new business and real estate development

Plans include working with the Milwaukee Department of City Development to explore creating a Tax Incremental Financing (TIF) district; creating a Business Improvement District on National Avenue and Pierce Street (S 16th to S 27th Street); and seeking an official Main Street Milwaukee designation for the Cesar Chavez BID to increase funding opportunities and volunteer involvement in the business district.

9.2 Improve the aesthetics of blighted commercial areas by encouraging property owners to invest in their buildings and connecting them to resources for façade improvements

9.3 Grow businesses in Clarke Square by expanding their market opportunities and increasing their capacity to compete in a global market

Resources are available to help entrepreneurs start a business and to help business owners expand. We will connect business people to these resources and will work to better market neighborhood businesses. The result of these efforts will be more jobs, as well as needed products and services for the neighborhood.



These efforts are supported by the Zilber Family Foundation. In 2008, the Foundation announced a ten-year, \$50 million commitment to improve the quality of life in Milwaukee neighborhoods, starting with Lindsay Heights and Clarke Square.

Proposed Football Field at Mitchell Park



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LEASE

THIS INDENTURE OF LEASE, (herein called the "Lease"), is made and entered into effective June 1, 2012, by and between MILWAUKEE COUNTY, a municipal corporation of the State of Wisconsin, as represented by the Department of Parks, Recreation and Culture (herein called "County" or "Lessor"), and JOURNEY HOUSE, INC. ("Lessee"), a Wisconsin non-stock corporation.

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PRELIMINARY STATEMENT

Milwaukee County is the owner of Mitchell Park, located at 524 South Layton Boulevard, in the city of Milwaukee, Milwaukee County, state of Wisconsin. The Mitchell Park Master Plan envisions athletic fields and other recreational amenities and concessions facilities in the park. Journey House, in collaboration with the Zilber Neighborhood Initiative in Clarke Square, and with the support of its neighborhood residents and businesses and other stakeholders, has secured funds for the purpose of constructing, operating, maintaining, and endowing an NFL Football Field and Related Amenities in Mitchell Park. The NFL Green Bay Packers donated the former Nitschke Field Turf (the "Football Field"), an approximately \$300,000 synthetic field, to Journey House. Journey House has secured 100% of the funds necessary to install, operate, maintain and endow the field and security fencing in Mitchell Park for use by all Milwaukee County residents, and by visitors to Milwaukee County as herein provided. The County has executed this Lease pursuant to action taken by its Board of Supervisors on _____, 2012, Resolution File No. _____.

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WITNESSETH

1. DEMISED PROPERTY. Lessor does hereby lease, let and demise unto Lessee, and Lessee does hereby lease and rent those portions of land and improvements (the "Property") located at what is commonly known as Mitchell Park (the "Park") situated in the city of Milwaukee, Milwaukee County, state of Wisconsin, as shown on Exhibit A attached hereto and made a part hereof and on that certain parcel of real estate legally described on Exhibit B attached hereto and hereby made a part of the Lease, with all easements, licenses, rights, privileges, hereditaments and appurtenances thereunto belonging.

2. TERM; EXTENSION TERM. The Lease shall be for an initial term of fifteen (15) years (the "Initial Term") commencing as of the above date and expiring on May 31, 2027. Provided Lessee (i) is not then in default under this Lease, (ii) is maintaining the Property as herein required, and (iii) is actively operating the Property for its intended purposes, including providing for and, as appropriate, encouraging public access, Lessee, at Lessee's option, may extend the term of this Lease for one (1) additional consecutive period of fifteen (15) years ("Extended Term") following the Initial Term on the same terms and conditions as apply to the Initial Term. Lessee shall exercise this option, if at all, by giving Lessor written notice of exercise not later than one hundred eighty (180) days prior to expiration of the Initial Term. If it is reasonably and in good faith determined that Lessee has not met the conditions described in clauses (ii) and (iii), then Lessee and Lessor may mutually agree to extend the term for an additional

1 consecutive period of fifteen (15) years ("Extended Term") and, in connection
2 therewith, Lessee and Lessor agree that they will negotiate reasonably, in good faith
3 and with due diligence, with the understanding that the intent is to enter into such
4 extension of the Lease on terms reflecting the investment and commitment of Lessee to
5 the Property and to Lessee's operations thereof and any changes to the terms of this
6 Lease will be limited to those reasonably necessary to reflect changing circumstances
7 or conditions.

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9 3. RENT.

10
11 (a) Rental Payments. Lessee shall pay, as rent for the use and occupancy of the
12 Property, Lessor, c/o Director, Milwaukee County Department of Parks, Recreation and
13 Culture, 9480 Watertown Plank Road, Wauwatosa, Wisconsin 53226, or at such other place
14 Lessor shall direct by written notice to Lessee, an annual base rent amount of one dollar
15 (\$1.00).

16
17 The foregoing rent shall be payable in advance for all years of the Initial Term, and
18 shall be made to Lessor. Lessee hereby acknowledges and agrees to be bound by
19 Milwaukee County Ordinance 56.32, which provides for the imposition of penalties and
20 interest for delinquent rental payments.

21
22 (b) Additional Consideration. Lessee shall establish an Endowment Fund ("Fund") for
23 maintenance of the Property, which shall total one hundred thousand dollars (\$100,000.00). As
24 additional consideration, Lessee agrees to augment the Fund by depositing the interest
25 accrued on any balance invested into the Fund, and hereby agrees that if the value of the
26 Fund falls below \$50,000.00 at any time, Lessee shall add to the Fund enough assets to
27 maintain a minimum balance of \$50,000.00. Failure to maintain a balance of \$50,000.00
28 shall be grounds for termination of this Lease by Lessor, provided Lessee fails to cure any
29 such shortage within one hundred and eighty (180) days of receipt of notice from Lessor
30 that the shortage has occurred. The Fund is to be used as follows:

- 31
32 (i) Maintenance, repair and replacement to assure upkeep of the Property and the
33 improvements to be constructed on the Property.
34 (ii) Additional improvements or non-routine maintenance to the Property as may be
35 agreed upon by Lessee and Lessor, which approval shall not be unreasonably
36 withheld, conditioned or delayed.

37
38 Management of the Fund shall include the establishment of an interest bearing
39 account(s), changing investment strategies, monitoring account activity, and providing
40 joint written approval of all payments from account assets, which approval by Lessor
41 shall not be unreasonably withheld, conditioned or delayed. Notwithstanding the
42 foregoing, Lessee shall have the right to make withdrawals from the Fund without Lessor's
43 approval, but upon notice to Lessor, for up to \$10,000 for any item described in clause (i)
44 above, provided that the Fund does not fall below \$50,000 as a result thereof and the
45 aggregate amount so withdrawn from the Fund without Lessor approval in any twelve (12)
46 month period does not exceed \$25,000. Lessee shall provide Lessor with quarterly reports
47 relating to Fund activities, including funds received, monies spent, and any long-term
48 obligations, including an annual report prepared by independent auditors.

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2 4. USE OF PROPERTY.
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4 (a) Use of Property. The Parties agree that Lessee accepts the Property subject
5 to all existing easements or restrictions on the Property and surrounding area, and
6 Lessee shall obtain any and all approvals necessary for its use as contemplated by this
7 Lease. Lessor does not represent that the Property is suitable to Lessee's proposed use.
8 Lessor is not responsible for any required approvals, zoning changes, building permits or
9 other required authorizations from regulatory agencies, without limitation; provided,
10 however, Lessor agrees to cooperate with Lessee and to assist Lessee to obtain any
11 such approvals, changes, permits or authorization. Lessee enters into this Lease with the
12 knowledge and understanding that Lessee shall use the Property consistent with its
13 primary function, to construct, operate, maintain, and endow a Football Field and related
14 amenities in the Park (among them security fencing, bleacher seating, outdoor lighting,
15 public address system, entranceway, entrance treatments, signage, and any other amenity,
16 to the extent subsequently permitted and approved by Lessor, which approval by Lessor
17 shall not be unreasonably withheld, conditioned or delayed), (collectively, the "Related
18 Amenities"). Lessee shall use the field in conjunction with its youth athletic programming,
19 other athletic programming and for other uses ancillary thereto. Subject to Lessor's prior
20 written approval, which shall not be unreasonably withheld, conditioned or delayed, Lessee
21 may use the Property for non-athletic events for the purpose of raising funds or generating
22 revenues to benefit Lessee so long as such events are not inconsistent with the purpose of
23 increasing public access or enjoyment of the Park. As used in this paragraph, and any
24 other part of this Lease, any requirement of the "Lessor's approval" or "prior written
25 approval" or "consent" or words of similar import shall be deemed satisfied by the
26 written approval of the Director of Milwaukee County Department of Parks, Recreation
27 and Culture (the "Director") or said Director's designee. The grounds shall be developed
28 and landscaped in a manner that will enhance public access to and enjoyment of the
29 adjacent areas of Mitchell Park and promote park and open space uses. The Director's
30 approval of the plans for development, landscaping, entranceways, entrance treatments
31 and signage shall be evidence that Lessee has complied with the foregoing with respect
32 thereto.
33

34 (b) Public Access and Use of Property. Lessee and Lessor recognize that public use
35 of the field is mutually desirable. Lessee shall include in its programming access to all
36 sectors of the Milwaukee County youth and service community, including programming
37 intended to reach minority and other groups. Lessee shall also provide for and encourage
38 use of the field by non-members of Lessee whether by groups such as Milwaukee Public
39 Schools or by individual members or organizations of the public. Lessee may, however,
40 give priority to its own programming. Notwithstanding the foregoing, Lessee agrees on a
41 weekly basis to make the field available to the public free of charge for at least four (4)
42 hours, provided such access need not be provided during the winter or if the weather is
43 not conducive to such access, the dates and times of which are to mutually agreed
44 upon between Lessor and Lessee, acting reasonably and in good faith.
45

46 The entire site surrounding the Property shall remain open and available to the
47 public on a daily basis. Lessee may utilize the areas surrounding the Property subject to the
48 then current policies; procedures, conditions and fees established by Lessor for permits,

1 rentals or special event permits. Notwithstanding the foregoing, Lessee shall have the use
2 of the roads and pathways located within the park for purposes of ingress and egress to
3 and from the Property and the use of the restroom facilities and parking located within the
4 park on a first come, first served basis for parties using, operating or working at, the Property
5 without permits or additional approvals and Lessor waives any fees in connection
6 therewith. Lessee uses and public uses in these adjacent areas shall at all times be subject
7 to the requirements and restrictions in Milwaukee County General Ordinances Sections
8 47.02 and 47.16, and to all other rules, regulations, policies, and procedures applicable to
9 Properties and space owned by the Lessor, not covered by this Lease and open for
10 general use by the public. Lessor further represents it will use its best effort to promptly
11 respond and enforce reported violations of the above-referenced ordinances,
12 policies, procedures, rules and regulations. Said ordinances are all attached hereto
13 as Exhibit C.

14

15 5. CONSTRUCTION; ALTERATIONS and IMPROVEMENTS.

16

17 (a) This Lease and the obligations of Lessor and Lessee hereunder are contingent upon
18 Lessee successfully meeting the Milwaukee County "Due Diligence" requirements (see
19 attached, as Exhibit E) and upon Lessee obtaining an amount of not less than one hundred
20 percent (100%) of the estimated cost of the proposed field and security fencing installation. All
21 costs associated with the construction and operation of the field and fencing, including
22 hookup of utilities and any and all utility charges for the field and fencing are the
23 responsibility of Lessee.

24

25 (b) Prior to the start of any construction activities, including any subsequent
26 alterations, renovations or improvements to the Property, Lessee shall submit any, every
27 and all detailed construction plans and specifications, and any revisions thereto, to
28 Lessor and to the Architecture and Engineering Division of the Milwaukee County
29 Department Of Administrative Services, together with the name of Lessee's proposed
30 contractor(s), for review and approval, which approval shall not be unreasonably
31 delayed or withheld. Lessor's failure to respond within thirty (30) days to a written or
32 electronic request by Lessee for approval of construction plans, or within twenty (20) days
33 regarding revisions, shall constitute approval, if, in such written or electronic request,
34 Lessee shall have notified Lessor of the time constraint. Lessor may request and Lessee shall
35 not unreasonably refuse a reasonable extension of time within which to respond if needed.
36 It is expressly understood that Lessor or the Architecture and Engineering Division cannot
37 and will not approve any revisions that, in their reasonable opinion, are not consistent
38 with Lessee's purposes or not consistent with the conceptual design, plans and
39 specifications submitted by Lessee. Lessee shall reimburse Lessor for the cost of a
40 Milwaukee County Project Manager during the construction phases of the project,
41 including any subsequent construction, alterations or improvements, in an amount not
42 to exceed seven thousand five hundred dollars (\$7,500.00). It is understood by the
43 Parties that Lessee anticipates that its improvements to the Property may proceed in
44 stages, with the installation of the field and security fencing being financed, submitted
45 for approval, and constructed first; and with the other Related Amenities, to be
46 financed, submitted for approval, and constructed at a later date, dependent on the timing
47 of Lessee's fundraising. All the provisions and requirements of this Paragraph 5 and its
48 subparts shall apply with equal force and effect to any later construction.

1
2 (c) Conditions for approval shall include, but not be limited to provision that: (1)
3 Lessee shall obtain, prior to commencing any alterations, additions and improvements,
4 all necessary permits and licenses from the appropriate governmental authorities; and
5 (2) Lessee shall commence construction of said improvements described in the
6 approved plans and specifications as soon as reasonably practicable following Lessor's
7 approval and shall have a period of eighteen (18) months or other period of time
8 mutually agreed upon by Lessee and Lessor, thereafter to complete the tenant
9 improvements contemplated hereby (subject to extension by reason of force majeure).

10
11 1) Lessee shall, at all times, obtain a Right-of-Entry ("ROE") Permit from
12 Lessor before performing any ground disturbing activities in any part of the Property.
13 Lessee's application for an ROE shall be reviewed and approved by Lessor prior to
14 commencing any ground disturbing activities. The ROE can be obtained at the
15 Milwaukee County Dept. of Parks, Recreation and Culture, 9480 Watertown Plank Rd.
16 Wauwatosa, WI 53226. Lessor approval of the ROE shall not be unreasonably withheld
17 and the fee for said ROE shall be waived by Lessor.

18
19 (d) All development and landscaping shall be completed in a first-class manner
20 and consistent with the standards established for other work in the Property. Lessor shall
21 have the right to inspect the work at reasonable times provided it does not interfere
22 with Lessee's construction and tenant improvements. Any and all alterations, additions
23 and additional improvements shall be made in compliance with all statutes, laws,
24 ordinances, rules and regulations of any governmental authority having jurisdiction of
25 the Property. Lessee shall also indemnify and hold Lessor harmless from and against all
26 statutory liens or claims or liens of any contractor, subcontractor, laborer or any other
27 party which may arise in connection with any alternation, addition or improvement to
28 the Property undertaken by or on behalf of Lessee. Any structures, alterations, additions
29 or leasehold improvements installed on the Property by Lessee that are necessary for
30 the continued operation of the Property shall become the property of the Lessor upon
31 the expiration or termination of the Lease. In no event shall Lessee make any alterations
32 or additions to the Property without the prior written consent of Lessor, which consent
33 shall not be unreasonably delayed, conditioned or withheld, except in the event of an
34 emergency, when such consent shall not be required, provided that notice shall be
35 given as soon as reasonably possible thereafter. Routine instances of maintenance,
36 painting, repair and like-kind replacement of materials needing repair or replacement
37 do not constitute alterations or additions requiring such approval, providing they do not
38 individually exceed \$10,000 in cost.

39
40 (e) Builder's Risk. Lessee or its general contractor shall provide Builders Risk
41 insurance coverage on a completed value form insuring for special perils, with
42 Milwaukee County as additional insured and loss payee on the insurance certificate.
43 Coverage is during construction period and is intended to terminate when the work has
44 been completed and the Property is ready for occupancy.

45
46 (f) Construction Escrow. Lessee agrees to escrow the total amount of funds
47 necessary to construct the field and security fence on the Property and to provide for
48 the orderly disbursement of the funds during the course of construction to pay for all

1 permits, material, labor, supplies, and any other miscellaneous items used or necessary
2 for the construction of the field and security fence. Lessee shall deliver to Lessor proof
3 the total amount of funds have been escrowed for the above purpose prior to any
4 construction activities taking place on the Property.
5

6 (g) Licensed Tradespersons. Lessee agrees that all renovations and
7 improvements shall be performed by fully licensed contractors and subcontractors who
8 shall utilize industry standard supplies, equipment, and construction methods in the
9 performance of their duties. Lessee shall require its contractors and subcontractors to
10 obtain and maintain adequate insurance coverages with liability limits not less than that
11 required of Lessee by Lessor. Lessee shall have responsibility to enforce compliance
12 with these insurance requirements and provide the Lessor acceptable evidence of
13 insurance for any contractor or subcontractor.
14

15 (h) Construction Documents. Lessee agrees that within sixty (60) days after the
16 conclusion of each construction project, renovation or improvement project, Lessee
17 shall provide to Lessor a complete set of construction documents to be included as a
18 minimum: (a) as-built drawings; (b) a copy of all work orders and change orders; (c) a
19 copy of all lien-waivers; (d) operation manuals or cut sheet drawings of any
20 mechanical fixtures or equipment which was installed; (e) manufacturer's warranties or
21 extended warranties; (f) a copy of all construction permits and signed drawings; (g)
22 City of Milwaukee final occupancy permits, if applicable.
23

24 (i) Improvements/Termination.

25
26 1) Permanent improvements to the Property made by Lessee shall, upon
27 termination of the Lease, become the property of Lessor.
28

29 2) Upon expiration of the Lease or the early termination of the Lease, as a
30 result of Lessee's voluntary election to relinquish its lease before the end of the initial
31 term or extended term, or Lessee's uncured default, Lessor shall thereby acquire, free
32 and clear and at no cost to Lessor, title to Property including all permanent alterations,
33 modifications, additions and improvements to the Property necessary and appropriate
34 for the continued operation of the Property, including the equipment necessary to
35 maintain the turf and fixtures, and all remaining amounts in the Fund.
36

37 3) Notwithstanding anything to the foregoing contained in this Lease, in
38 connection with the donation of the Football Field to Lessee, the Football Field is subject
39 to a limitation that it shall be used only by Lessee. Upon any such termination or
40 expiration of the Lease, Lessee agrees that it shall not object to Lessor obtaining the
41 permission of the donor of the football field to allow the football field to remain on the
42 Property. Lessor understands that the donor may refuse such request or may, among
43 other items, require that certain emblems and logos be removed from the Football Field
44 in connection with any consent to allow the Football Field to remain at the Property.
45

46 4) Upon termination of the Lease for any reason other than a material
47 default by Lessee, expiration of the lease term, or Lessee's voluntary election to

1 relinquish its lease before the end of the lease term, Lessee shall have the right to
2 continue to use the Property and the improvements thereon for its athletic and related
3 programs at no charge or cost to Lessee, except for any utility charges incurred during
4 use for such athletic and related programs, for what would have been the remainder of
5 the lease term, and Lessee shall have priority use over any other parties, including,
6 without limitation, public access, whenever Lessee requests or desires such usage,
7 subject to Lessee providing Lessor with at least thirty (30) days prior written notice of
8 need for such usage.
9

10 This Subsection 5(i) shall survive any termination of this Lease as referenced
11 above and Lessee may at any time record a memorandum of its rights hereunder and
12 said rights shall be binding upon any successors or assigns to Lessor.
13

14 6. REPAIRS AND MAINTENANCE.

15
16 (a) Lessee shall be responsible for any and all maintenance and repairs to
17 the Property.
18

19 (b) Lessee covenants and agrees that it will keep the Property, including
20 those portions of the park immediately adjacent to and outside of the Property and
21 within one foot outside the security fence, in a reasonably safe and serviceable
22 condition, and shall otherwise perform all necessary repairs, replacements and
23 maintenance to the leasehold improvements constructed or installed by Lessee,
24 including necessary cosmetic repairs thereto, which shall include such things as: (i)
25 turf and fencing repairs and replacements; (ii) repairs or replacements which are
26 necessitated by the willful misconduct or negligence of Lessee, its agents,
27 employees, invitees, guests or representatives; (iii) repairs or replacements which are
28 necessitated by reason of fire or other natural casualty, which events are governed
29 by Paragraph 14 below; (iv) repairs or replacements which are necessitated by
30 reason of a defect in the condition of the Property which existed prior to the effective date
31 of the Lease; and (v) repairs or replacements which are necessitated by reason of a
32 breach of any warranty or representation of Lessee contained in the Lease or by reason of
33 Lessee's failure to perform or observe any term, covenant or condition to be performed or
34 observed by Lessee pursuant to the Lease. The foregoing indemnity shall not cover or
35 include any repairs or replacements arising out of the willful misconduct or negligence of
36 Lessor, its agents, employees, invitees, guests or representatives or arising out of a breach
37 by Lessor of its representations, warranties or obligations hereunder, which shall be Lessor's
38 obligation hereunder. Lessee agrees to perform all repairs, maintenance and
39 replacements of the type enumerated in subparagraphs (i) through (v) of this paragraph 6
40 as expeditiously as is reasonable. In the event the Lessee cannot repair or maintain an
41 item enumerated in subparagraphs (i) though (v) above, which directly impacts the
42 condition of the Property and its use, Lessor may, after notice to Lessee to perform same
43 and reasonable time for Lessee to do so, but in no event less than ninety (90) days (unless
44 the failure to repair endangers public safety) and upon five (5) business days' notice of
45 Lessor's intent to do so, make said repair or maintenance and Lessee shall reimburse Lessor
46 for the reasonable costs of said repair or maintenance. In the event of an emergency
47 repair which prevents such notification, Lessor shall notify Lessee of said repair as soon as is
48 possible.

1
2 (c) Notwithstanding anything to the contrary hereinabove set forth, Lessee shall be
3 responsible for the maintenance and repair of its improvements, trade fixtures, equipment
4 and mechanical systems including such periodic preventative maintenance of its
5 improvements, trade fixtures and equipment, as Lessee may require. Lessee further agrees
6 to comply with such reasonable rules and regulations as Lessor may establish from time to
7 time for the upkeep and maintenance of the Property.
8

9 7. SECURITY. Lessor shall not be responsible for providing any security in connection
10 with the Property, except as set forth below. Lessee shall restore and repair, at its sole cost
11 and expense, all of its facilities damaged and defaced as the result of vandalism, graffiti, or
12 other wanton destruction by third parties. Lessor shall provide, or cause to be provided,
13 routine periodic checks of the exterior areas of the Property at least consistent with the
14 level provided by Lessor for other similarly "attractive" areas owned by Lessor.
15

16 8. ENVIRONMENTAL.
17

18 (a) To the best of Lessor's knowledge, the Property is not in violation of any
19 Environmental Laws (as defined below) and Lessor has no knowledge of (i) the
20 presence on or about the Property of any hazardous materials; (ii) any release or
21 threatened release of any hazardous materials on or affecting the Property; or (iii) the
22 existence of storage tanks on or under the Property. Lessor has received no notice of
23 any investigation proceeding by any governmental agency concerning the presence
24 or alleged presence, release or threatened release of hazardous materials on the
25 Property.
26

27 (b) Lessee agrees to accept the Property "as-is" and is solely responsible for
28 conducting its own geotechnical investigation to determine soil bearing capacity and
29 for all site excavation, debris removal, fill and development expenses. In the event that
30 Lessee reasonably determines as a result of its own investigation that hazardous
31 materials exist or may possibly exist in or on the Property, Lessee shall have the right, at
32 its sole option, by written notice to Lessor, to terminate this Lease. Lessee shall keep the
33 results of its investigations confidential, unless otherwise required by law or court order
34 and except for providing the results thereof to its lenders, donors, attorneys and
35 consultants. In no event shall the discovery or disturbance of any hazardous materials
36 by Lessee preclude the Lessee from performing its remediation responsibilities as
37 contained in the following paragraph 8(c).
38

39 (c) Lessee shall, to the full extent provided for under any environmental laws,
40 rules and regulations (collectively, "Environmental Laws"), be responsible for any repair,
41 cleanup, remediation or detoxification required by the DNR arising out of (1) any
42 hazardous materials brought onto or introduced into the Property or surrounding areas
43 by Lessee, its agents, employees, invitees, guests or representatives utilizing the Property,
44 or (2) any hazardous materials whose presence pre-exists the commencement of
45 Lessee's lease term, located in and on the Property, that are discovered or disturbed as
46 a result of Lessee's construction activities on, at or near the Property. Lessee shall
47 indemnify, defend and hold Lessor harmless from any liability, cost, damage, claim or
48 injury (including reasonable attorney fees) arising therefrom. Prior to the

1 Commencement Date, Phase I or other environmental reports and geotechnical
2 reports may be obtained at Lessee's expense to help determine anticipated
3 remediation requirements and expenses.
4

5 9. TAXES. Lessor and Lessee intend that the Property shall not be subject to
6 general and special real estate taxes and assessments, it being the parties' intention
7 that the Property constitute "property owned by any county" within the meaning of
8 Sec. 70.11(2), Wis. Stats., and Lessor and Lessee will take such steps as are reasonably
9 necessary to establish and uphold such tax exemption, provided that Lessee shall not
10 be required to change its use of the Property. In addition, Lessee is a 501(c)(3)
11 corporation and should not be subject to such taxes. Notwithstanding the foregoing, if
12 the Property is now or hereafter subject to such taxes and assessment, Lessee agrees to
13 pay any real estate, personal property or other taxes due and owing with respect to
14 any improvements made to, installed or located upon its Property. If, during the term of
15 the Lease, any special assessment is levied against the Property, then Lessor and Lessee
16 shall be responsible for payments of such special assessment which becomes due and
17 owing during the term of the Lease in such proportion as the square footage of the
18 Property bears to the square footage of the Property being assessed (The Proportionate
19 Share). Nothing herein contained shall prevent Lessor or Lessee from protesting the
20 validity or amount of any such assessment or from taking such action as may be
21 required or permitted by law for enforcing and effecting such protest. In this
22 connection, Lessor or Lessee may withhold the payment of any such protested
23 assessments provided Lessor or Lessee proceed with such protest according to law and
24 provide reasonably satisfactory security.
25

26 10. UTILITIES; LICENSES; FEES. Lessee agrees to pay, when due, all charges and
27 costs for installation and operation of water, sewer, gas, heat, air conditioning,
28 electricity, telephone and any and all other utilities or services, if applicable, for
29 services to the Property. Lessee will at its sole expense, provide for the installation of
30 a separate metering system for these expenses.
31

32 Lessee, at its expense, shall acquire and pay for all permits or licenses which may
33 be required for Lessee's business, and also to pay, when due, all occupation taxes and
34 any other charges of a similar nature which may at any time be levied against the
35 Property by reason of Lessee's use and occupancy thereof.
36

37 Lessor shall provide any easements or permits required from Milwaukee County
38 to allow for the installation, operation and maintenance of the needed utilities.
39

40 11. INDEMNITY.

41
42 (a) The Lessee and Lessor (the "Indemnifying Party") agree to the fullest extent
43 permitted by law, to indemnify, defend and hold each other harmless, and their
44 agents, officers, and employees, from and against all loss or expense including costs
45 and attorney's fees by reason of liability for damages including suits at law or in equity,
46 caused by any willful misconduct or negligence of the Indemnifying Party or its agents
47 which may arise out of or are connected with the activities covered by the Lease;
48 provided that the party seeking indemnification (an "Indemnitee") notify the other

1 party (an "Indemnitor") in writing of the existence of such loss, liability, claim, injury,
 2 damage or expense promptly after the Indemnitee has obtained actual knowledge
 3 that such a loss liability, claim, injury, damage or expense is threatened or pending, and
 4 further provided that the Indemnitee afford to the Indemnitor the right, but not the
 5 obligation, to assume the defense of such loss, liability, claim, injury, damage, costs and
 6 expenses, including reasonable attorneys' fees connected therewith or resulting
 7 therefrom. Lessor's liability shall be limited by Wisconsin Statutes 345.05(3) for
 8 automobile and 893.80(3) for general liability.
 9

10 (b) Unless Lessee requests otherwise, on or before October 1 of the then current
 11 lease year, Lessor shall purchase, for the following year, all risks property insurance for
 12 the buildings and structures, designated as property owned by the County in
 13 accordance with §9, supra, relative to Sec. 70.11(2), Wis. Stats, taxes, for which Lessee
 14 will reimburse Lessor for the costs of the premiums. Upon request, Lessor shall provide
 15 Lessee with the key terms of the applicable insurance for the following year, including,
 16 without limitation, the applicable deductible(s), coverages and premiums. Lessee shall
 17 notify Lessor upon completion of any new building or structure that will be designated
 18 as property owned by the County for the purpose of adding it to Lessor's property
 19 insurance. Lessee shall purchase property insurance for its personal property, leasehold
 20 improvements and betterments, as is applicable, to protect the interests of Lessee and
 21 Lessor. Lessee shall bear all costs of all such insurance including applicable deductibles
 22 in the event a covered loss should occur. Lessee will provide a certificate of insurance
 23 from an insurer in a form reasonably approved by Lessor as evidence of Lessee's
 24 financial responsibility for its personal property, leasehold improvements and
 25 betterments.
 26

27 12. INSURANCE.
 28

29 (a) Lessee agrees to evidence and maintain or cause its contractors to evidence
 30 and maintain proof of financial responsibility to cover costs as may arise from claims of tort,
 31 statutes and benefits under Workers' Compensation laws or vicarious liability arising from
 32 employees at least to the minimum limits established now and in the future by Milwaukee
 33 County's Risk Manager. Such evidence shall include insurance coverage for Workers'
 34 Compensation claims as required by the State of Wisconsin, including employer's liability
 35 and business insurance covering general liability and automobile coverage in the following
 36 minimum amounts:
 37

<u>Type of Coverage</u>	<u>Minimum Limits</u>
Wisconsin Workers' Compensation Or Proof of All State Coverage	Statutory
Employers' Liability	\$100,000/\$500,000/\$100,000
Commercial General Liability	
Bodily Injury & Property Damage	\$1,000,000 Per Occurrence
(Incl. Personal Injury, Fire, Legal	\$2,000,000 Aggregate
Contractual and Products/Completed	

1 Operations

2

3 Professional Liability (Errors and Omissions)	\$1,000,000 per occurrence/claim
4 (required for Constructions Managers,	
5 Architects, Engineers and Designers)	
6	
7 Automobile Liability	
8 Bodily Injury & Property Damage	\$1,000,000 Per Accident
9 All Autos-Owned, non-owned or hired	
10 Uninsured Motorists	Per Wisconsin Requirements
11	

12 Milwaukee County will be named as an additional insured for General Liability
13 and Automobile Liability; in the event there is a General Contractor, then the Lessee
14 and Milwaukee County shall be named as additional Insureds. A waiver of subrogation
15 for Workers Compensation by endorsement in favor of Milwaukee County shall be
16 provided. A thirty (30) day written notice of cancellation or non-renewal shall be
17 afforded to Milwaukee County.

18
19 The insurance specified above shall be placed with an "A" rated carrier per
20 Best's Rating Guide approved to do business in the state of Wisconsin. Any deviations
21 or waiver of required coverages or minimums shall be submitted in writing and
22 approved by Milwaukee County's Risk Manager as a condition of this Lease. Waivers
23 may be granted when surplus lines and specialty carriers are used.

24
25 A certificate of insurance shall be submitted for review to Milwaukee County for
26 each successive period of coverage for the duration of this Lease.

27
28 Upon Lessor's request, Lessee shall also evidence and maintain or cause its
29 Endowment managers to evidence and maintain Fiduciary Insurance in an amount
30 sufficient to fully insure the amounts held in such funds.

31
32 The insurance requirements contained within this Lease are subject to periodic
33 review and reasonable adjustment by the County Risk Manager consistent with similarly
34 situated properties within the properties owned by Lessor.

35
36 13. ASSIGNMENT; SUBLETTING. Lessee may not assign the Lease and its right, title and
37 interest hereunder, nor sublet the Property, nor any portions of the Property, without Lessor's
38 express written consent, which consent shall not be unreasonably delayed, conditioned or
39 withheld. Lessor's consent shall not be required in the event of a merger of Lessee with another
40 nonprofit entity or a conveyance to a nonprofit with a mission substantially consistent with
41 Lessee's mission re youth athletics.

42
43 14. DAMAGE OR DESTRUCTION. If, during the term of the Lease, including any time after
44 which Lessee may have given notice to terminate the Lease, the entire structural portion of the
45 Property or such portion thereof as shall render the remaining portion thereof unsuitable for the
46 continued conduct of Lessee's activities therein, shall be damaged or destroyed more than 50%
47 by fire or other casualty, Lessee shall have the right, for a period of ninety (90) days thereafter, by
48 giving written notice to Lessor, to terminate the Lease, in which event: (a) Lessor shall be entitled

1 to retain all insurance proceeds payable by reason of and with respect to damage or
2 destruction to the Property and improvements constructed by Lessor on the Property; and (b)
3 Lessee shall convey and remit to Lessor all insurance proceeds payable by reason of and with
4 respect to damage or destruction to the improvements owned or constructed by Lessee on the
5 Property. All other insurance proceeds shall be the Property of Lessee. If Lessee does not elect
6 to terminate the Lease or if the damage or destruction to the Property does not render the
7 remaining portion thereof unsuitable for the continued conduct of Lessee's activities thereon,
8 then the Lease shall continue in full force and effect, and Lessee shall, in accordance with the
9 provisions set forth in paragraphs 5 and 6 hereof, promptly commence and pursue diligently to
10 completion whatever repairs to the Property are necessary to restore the Property to the
11 condition the same were in prior to such damage or destruction and Lessee shall be entitled to
12 all insurance proceeds relating to the casualty. All such repairs shall be performed promptly and
13 in a good and workmanlike manner in accordance with all statutes, laws, ordinances, rules and
14 regulations of any governmental authority having jurisdiction over the Property.

15
16 15. CONDEMNATION.

17
18 (a) Total Taking. If, during the term of the Lease, the entire Property shall be taken by
19 any public or quasi-public authority (which Lessor itself hereby agrees not to do) under its power
20 of condemnation or eminent domain (or is sold under threat thereof), the Lease shall terminate
21 as of the date possession shall be taken by the acquiring authority. If any part of the Property
22 shall be taken as to render the remainder thereof unsuitable for the continued conduct of
23 Lessee's activities thereon, Lessee shall have the right to terminate the Lease on thirty (30) days
24 notice to Lessor.

25
26 (b) Partial Taking. If the portion of the Property taken by any public, or quasi-public
27 authority (which Milwaukee County hereby agrees not to do) under its power of condemnation
28 of eminent domain (or sold under threat thereof) shall not render the remaining portion
29 unsuitable for the continued conduct of Lessee's or Lessor's activities thereon, the Lease shall
30 continue in full force and effect. Lessor shall use such portion of the Lessor's proceeds by reason
31 of such taking necessary to repair and restore the Property as herein provided.

32
33 (c) Division of Compensation Award. Lessor and Lessee shall participate pro
34 rata based upon their respective investments in the Property and the value of the
35 leasehold hereby created as if the Lease would have expired at the end of the Lease
36 term in all compensation awarded or paid upon a total or partial taking of the Property.
37 In determining the respective investments of Lessor and Lessee in the Property, Lessee
38 shall receive a credit for the value of Lessee's trade fixtures and improvements to the
39 Property, taken by any condemning authority. In the event that a single entire award is
40 made on account of the condemnation, Lessee and Lessor will be entitled to such
41 proportion of the award as may be fair and reasonable. Any valuation shall also take
42 into account Lessee's option rights. Notwithstanding the foregoing, nothing contained
43 herein shall be construed to preclude Lessee from prosecuting any claim directly
44 against the condemning authority in such condemnation proceedings for loss of
45 business, or depreciation to, damage to or cost of removal of, or for the value of stock
46 or Lessee's trade fixtures, furniture, equipment and other improvements made to the
47 Property, and any other property belonging to Lessee.

1 16. Intentionally Deleted.

2
3 17. DEFAULT REMEDIES.

4
5 (a) Default by Lessee. If (i) Lessee fails to pay any of the rental or other sums
6 required hereunder and such failure to pay continues for thirty (30) days after written
7 notice thereof to Lessee; or, (ii) default be made in the performance or observance by
8 Lessee of any other terms, covenants or conditions herein contained and such default
9 shall continue for sixty (60) days after written notice thereof to Lessee (or if such default
10 is not of a type that can reasonably be corrected within sixty (60) days as
11 determined by Lessor, and Lessee fails to commence promptly and in good faith to
12 proceed with due diligence to correct such default) and after the passage of such sixty
13 (60) day period and thirty (30) days of and after a second written notice from Lessor
14 specifying such default, then in any of the above-described events, Lessor may elect to
15 terminate the Lease and declare the term of the Lease ended, to re-enter the Property
16 or any part thereof with judicial process and to expel and remove Lessee or any person
17 or persons occupying the same and again to repossess and enjoy the Property. Lessor
18 shall also have the right, at its option, in the event its written notice of default is not
19 cured by Lessee within the time provided in this Lease, to cure any default by Lessee
20 and recover from Lessee the costs and expenses incurred by Lessor in curing such
21 default. In the event of termination of this Lease as a result of Lessee's default, the end
22 of the lease term or Lessee's voluntary relinquishment of its lease before the end of the
23 lease term, Lessor shall thereby acquire, free and clear and at no cost to Lessor, title to
24 Property including all improvements, modifications, and additions to the Property, all
25 Lessee owned equipment necessary for the continued maintenance of the turf and
26 fixtures, and all remaining amounts in the Fund, subject to the terms and provisions of
27 Section 5(i) hereof.

28
29 (b) Default by Lessor. In the event of default by Lessor in the performance or observance
30 of any of the covenants or conditions herein contained and which shall continue for forty-five
31 (45) days after written notice thereof to Lessor (or if such default is not of a type that can
32 reasonably be corrected within forty-five (45) days, then if Lessor fails to commence promptly
33 and in good faith to proceed with due diligence to correct such default), then in any of the
34 above described events, Lessee shall have the right at its option to immediately terminate the
35 Lease, to sue for specific performance or injunctive relief, to cure any default by Lessor and either
36 recover from Lessor the costs and expenses incurred by Lessee in curing such default or
37 deduct the costs and expenses incurred by Lessee in curing such default from the rental and
38 any other amounts thereafter accruing to Lessor, or to either recover from Lessor the
39 damages incurred by Lessee arising out of such default or to offset the amount of
40 damages incurred as a consequence of any claim described above from the rental and any
41 other amount thereafter accruing to Lessor. All amounts expended by Lessee in curing Lessor's
42 defaults or as a consequence of any claim shall be paid by Lessor upon demand by Lessee.

43
44 (c) Alternate Dispute Resolution. In the event of any alleged default hereunder by either
45 Lessor or Lessee, the parties shall endeavor, in good faith, to utilize an alternative dispute
46 resolution mechanism, which utilizes retired judicial officials prior to the commencement of
47 any litigation.
48

1 (d) Remedies Not Exclusive. Any right or remedy conferred on Lessor or Lessee under the
2 Lease shall not be deemed to be exclusive of any other right or remedy which might otherwise
3 be available hereunder or at law or in equity. The rights and remedies hereunder shall be
4 cumulative and may be exercised and enforced concurrently and whenever and as often as
5 occasion therefore arises.
6

7 (e) No Waivers of Rights. The failure of Lessor or Lessee to insist upon strict performance of
8 any of the terms, covenants or conditions herein contained shall not be deemed a waiver of
9 any of its rights or remedies and shall not be deemed a waiver of any subsequent breach or
10 default in any of said terms, covenants and conditions.
11

12 18. SIGNS; NAMING RIGHTS.

13
14 (a) Signs. Lessee shall have the right and privilege of attaching, affixing,
15 painting or exhibiting signs on the interior and exterior of the Property with the written
16 approval of Lessor, which approval shall not be unreasonably withheld, conditioned or
17 delayed, provided that: a) any and all signs shall comply with the ordinances of the
18 City of Milwaukee; and b) such signs if and when taken down shall not damage the
19 Property or, if any damage, occurs, Lessee shall promptly repair the same; and c) it is
20 expressly understood by Lessee that any such signage shall be subject to the
21 applicable terms and conditions set forth by the City of Milwaukee and Lessor which
22 terms and conditions shall be reasonable. It is hereby intended that Lessor and Lessee
23 shall cooperate in order to arrive at a mutually agreeable signage program which shall
24 facilitate the exposure of Lessee's Property to the general public while at the same time
25 being esthetically compatible with the surrounding Park.
26

27 (b) Naming Rights. Approval in writing must be obtained from the Lessor for any
28 naming privileges sought in relation to the Football Field, which approval shall not be
29 unreasonably withheld, conditioned or delayed. Lessor's failure to respond within ten (10)
30 business days to a written or electronic request by Lessee for approval of a naming
31 privilege shall constitute approval, if, in such written or electronic request, Lessee shall
32 have notified Lessor of the time constraint. Lessor may request and Lessee shall not
33 unreasonably refuse a reasonable extension of time within which to respond if needed.
34

35 19. PROHIBITED PRACTICES.

36
37 (a) During the term of this Lease, Lessee shall not hire, retain or utilize for
38 compensation any member, officer or employee of the County or any person who, to
39 the actual knowledge (without inquiry) of Lessee, has a conflict of interest.
40

41 (b) Lessee hereby acknowledges that portion of Lessor's Code of Ethics, which
42 states in part: No person may offer to give to any County officer or employee or his
43 immediate family, and no County officer or employee or his immediate family may
44 solicit or receive anything of value pursuant to an understanding that such officers or
45 employees vote, official actions or judgment would be influenced thereby.
46

47 (c) Non-Discrimination. Lessee will not discriminate against any person using or
48 wanting to use the Property because of race, color, national origin, age (40 and over),

1 sex or handicap. Lessee may require young children using the Property to be
2 accompanied by an adult, and may establish requirements for adult supervision of
3 groups of children. Likewise, fees shall be reasonable, and, uniform for all Milwaukee
4 County residents, except that different fees may be charged adults, seniors and
5 children. The reasonableness of fees shall be determined in relation to the long-term
6 financial sustainability of Lessee's operation of the Property, which is dependent upon
7 fees being sufficient to cover operating costs, since Lessor's tax funds are not available
8 to subsidize Lessee's fee income.

9
10 20. MISCELLANEOUS.

11
12 (a) Notices. Whenever in the Lease it shall be required or permitted that notice
13 be given by any party hereto to the other, such notice shall be given by certified or
14 registered mail, and any notice so sent shall be deemed to have been given on the
15 date that the same is deposited in the United States mail, postage prepaid. Notices
16 shall be addressed to Lessor at Milwaukee County Department Of Parks, Recreation
17 and Culture, 9480 Watertown Plank: Road, Wauwatosa, Wisconsin 53226, Attn: Director
18 (with a copy to Corporation Counsel, Room 303, Milwaukee County Courthouse, 901
19 North Ninth Street, Milwaukee, Wisconsin 53233), and to Lessee at Journey House, Inc.,
20 c/o Dr. Michele Bria, CEO, 2110 Scott Street, Milwaukee, WI 53204 (with a copy to
21 Attorney Sarah O. Jelencic, Foley & Lardner LLP, 777 E. Wisconsin Ave., Milwaukee, WI
22 53202), or at such other address as either party may from time to time specify in writing
23 in lieu thereof. It is further agreed that each party hereto will promptly furnish to the
24 other party hereto a copy of any notice it may receive from any third person, which
25 may affect the rights of any party hereunder.

26
27 (b) Access. Lessor, its agents and representatives shall, upon reasonable notice
28 to Lessee, be entitled to enter upon the Property at reasonable times during normal
29 business hours for the purpose of examining and inspecting the condition thereof, and
30 exercising any right or power reserved to Lessor under the Lease provided, however,
31 that except in the case of an emergency such entry shall be done in a manner so as
32 not to unreasonably interfere with the conduct of Lessee's activities thereon, and such
33 entry shall except in the case of an emergency only be made if Lessor is accompanied
34 by a responsible employee of Lessee and shall be at the sole risk of Lessor.

35
36 (c) Disadvantaged Business Enterprise (DBE) Utilization. Lessee shall use reasonable
37 efforts to cause its contractors to establish Disadvantaged Business Enterprise (DBE)
38 participation goals, consistent with Milwaukee County DBE goals of 25% for construction
39 and 17% for professional services, for the planning, development and construction of
40 improvements and to use good faith efforts to achieve those goals. The Milwaukee
41 County Community Business Development Partners shall assist the Lessee in soliciting
42 potential DBE vendors for the improvements and monitor such goal attainment. Lessor's
43 contact regarding DBE participation is Freida Webb, Director, CBDP, at 414-257-5248 or
44 freida.webb@milwcnty.com. Lessor will provide an annual DBE report to the CBDP
45 office during the year(s) of construction.

1 (d) Equal Employment Opportunities. In, accordance with Section 56.17 of the
2 Milwaukee County General Ordinances and Title 41 of the Code of Federal Regulations,
3 Chapter 60, the Lessee Certifies to the Lessor as to the following:
4

5 1) Non-Discrimination. The Lessee certifies that it will not discriminate against any
6 employee or applicant for employment because of race, color, national origin, age, sex or
7 handicap which includes, but is not limited to, the following: employment, upgrading, demotion
8 or transfer, recruitment, or recruitment advertising; layoff or termination; rate of pay or other forms
9 of compensation; and selection for training, including apprenticeship. The Lessee will post in
10 conspicuous places, available for employment, notices setting forth the provisions of the non-
11 discriminatory clause. Attached hereto as Exhibit D is an Equal Opportunity Certificate that shall
12 be executed and delivered by Lessee simultaneously with the execution and delivery of the
13 Lease.
14

15 2) Affirmative Action Program. The Lessee certifies that it will strive to implement
16 the principles of equal employment opportunity through an effective affirmative program which
17 shall have as its objective to increase the utilization of women, minorities and handicapped
18 persons and other protected groups, at all levels of employment in all divisions of its work force,
19 where these groups may have been previously under-utilized and under-represented. The
20 Lessee also agrees that in the event of any disputes as to compliance with the aforementioned
21 requirements, it shall be its responsibility to show that it has exercised good faith efforts to meet all
22 requirements.
23

24 3) Affirmative Action Plan. The Lessee certifies that if it has 50 or more employees,
25 it has filed or will develop and submit a written Affirmative Action Plan. Current Affirmative Action
26 Plan, if required, must be filed with any of the following. The Office of Federal Contract
27 Compliance Programs or the State of Wisconsin, or the Milwaukee County Department of Audit,
28 Room 319 Courthouse Annex, 907 North Tenth Street, Milwaukee, Wisconsin 53233.
29

30 4) Non-Segregated Facilities. The Lessee certifies that it does not and will not
31 maintain or provide segregated facilities for its employees, and that it does not permit its
32 employees to perform their services at any location under its control where segregated facilities
33 are maintained.
34

35 5) Reporting Requirement. When applicable, the Lessee certifies that it will
36 comply with all reporting requirements and procedures established in Title 41 Code of Federal
37 Regulations, Chapter 60.
38

39 6) Compliance. The Lessee certifies that it is not currently in receipt of any
40 outstanding letters of deficiencies, show cause, probable cause, or other such
41 notification of noncompliance with EEO regulations.
42

43 (e) Surrender of Property. Lessee upon termination of the Lease, by lapse of time or
44 otherwise, agrees peaceably to surrender the Property to Lessor.
45

46 (f) Holding Over. If Lessee, with or without the consent or acquiescence of Lessor,
47 remains in possession of the Property after the termination of the Lease and without the
48 execution of a new Lease, Lessee shall be deemed to be occupying the Property as a tenant

1 from month-to month, subject to all the applicable terms, conditions and covenants of the
2 Lease and existing Wisconsin laws.

3
4 (g) Benefit. The Lease and all of the covenants and conditions herein contained shall be
5 binding upon and inure to the benefit of the parties hereto and their respective successors and
6 assigns.

7
8 (h) Provisions Severable. It is the intent of the Lessor and the Lessee that the
9 Property be exempt from general property taxes pursuant to the provisions of section
10 70.11(2), Wis. Stats., as amended or supplemented. Accordingly, if the existence, effect
11 or operation of any provision of this Lease causes the Property to be subject to general
12 property taxes, such provision(s) shall be null and void and the Lease shall be construed
13 and enforced as if such provision had never been a part of the Lease, and the
14 remaining provisions of the Lease shall remain in full force and effect. Further, if any
15 provision of the Lease shall be held or declared to be invalid, illegal or unenforceable
16 under any law applicable hereto; such provision shall be deemed deleted from the
17 Lease without impairing or prejudicing the validity, legality and enforceability of the remaining
18 provisions hereof.

19
20 (i) Governing Law. The Lease shall be governed by the laws of the State of Wisconsin.

21
22 (j) Records and Audits. Pursuant to Milwaukee County ordinance section
23 56.30(6)(e), Lessee shall allow Milwaukee County or any other party the County may
24 name, when and as they demand, to audit, examine and make copies of records in
25 any form and format, meaning any medium on which written, drawn, printed, spoken,
26 visual or electromagnetic information is recorded or preserved, regardless of physical
27 form or characteristics, which has been created or is being kept by Lessee, including
28 but not limited to, handwritten, typed or printed pages, maps, charts, photographs,
29 films, recordings, tapes (including computer tapes), computer files, computer printouts
30 and optical disks, and excerpts or transcripts from any such records or other information
31 directly relating to matters under this Lease, all at no cost to County. Lessee shall not be
32 required to disclose any of its donors. Any subcontracting by Lessee in performing the
33 duties described under this Lease shall subject the subcontractor or its associates to the
34 same audit terms and conditions as Lessee. Lessee (or any subcontractor) shall
35 maintain and make available to Milwaukee County the aforementioned audit
36 information for no less than three years after the conclusion this Lease.

37
38 (k) Independent Contractor. Nothing contained in this Lease shall constitute or
39 be construed to create a partnership or joint venture between the County and its
40 successors or assigns and Lessee or its successors or assigns. In entering into this Lease,
41 and in acting in compliance herewith, Lessee is at all times acting and performing as an
42 independent contractor duly authorized to perform the acts required of it hereunder.
43 This Lease does not create the relationship of principal and agent, of partnership or joint
44 venture, or of any association between Milwaukee County and Lessee.

45
46 (l) Any disagreement, dispute or determination required by or arising under the
47 provisions of this Lease, other than a termination of the Lease, shall be submitted to the
48 American Arbitration Association and arbitration shall be carried on and concluded in

1 accordance with the then existing Commercial Arbitration rules of the American
2 Arbitration Association, or if it is no longer in existence, any nationally recognized
3 arbitration board or company, and judgment upon the award rendered by the
4 arbitrator(s) may be entered in any court having jurisdiction thereof.
5

6 (m) Headings. Paragraph and subparagraph headings herein are for
7 convenience and reference only and in no way define or limit the scope or content of
8 this Agreement or in any way affect its provisions.
9

10 (n) Waiver. No delay or omission by any of the parties hereto to exercise any
11 right or power occurring upon any non-compliance or failed performance by another
12 party under the provisions of this Agreement shall impair any such right or power or be
13 construed to be a waiver thereof. A waiver by any of the parties hereto of any of the
14 covenants, conditions or agreements hereof to be performed by another, shall not be
15 construed to be a waiver of any succeeding breach thereof or of any other covenant,
16 condition or agreement contained herein.
17

18 (o) Amendments or Further Agreements to be in Writing. No agreement or
19 amendment shall be effective to add to, change, modify, waive or discharge this
20 Agreement in whole or in part, unless such agreement is in writing and signed by all
21 parties bound hereby.
22

23 (p) Conveyance. Upon conveyance of all of its interest in the Property, a party
24 shall be relieved of any further liability under this Lease arising on and after the date of
25 transfer and such transferee shall be deemed to have assumed all rights and
26 obligations of the transferor hereunder arising on and after the date of transfer. It is
27 expressly understood that the transferor shall notify the other party to this Lease of any
28 such conveyance.
29

30 (q) Deemed Approvals. In the event Lessor fails to respond within thirty (30) days
31 to a written or electronic request by Lessee for any approval or consent required or
32 desirable under the terms of the Lease, or such shorter period as may be specifically
33 provided in the Lease, then Lessor shall be deemed to have consented to or approved
34 such request, if, in such written or electronic request, Lessee shall have notified Lessor of the
35 time constraint.
36

37 (r) Covenants Running With the Land. All of the covenants set forth in this Lease
38 are intended to be and shall be construed as covenants running with the land for the
39 term set forth herein, binding upon, inuring to the benefit of, and enforceable by the
40 parties hereto and their respective heirs, successors and assigns.
41

42 (s) Counterparts. This Lease may be signed in counterparts, which, when taken
43 together, shall be deemed an original for all purposes.
44

45 (t) Intentionally Deleted.
46

1 (u) Approvals. All approvals are subject to there being no conflicts with existing
2 and applicable laws, rules or regulations, or other factors beyond the reasonable
3 control of the Lessor.
4

5 (v) Utilities. Lessee is to be responsible for locating and plotting utilities and other
6 infrastructure of the County and others that may be present in the area and which may
7 be impacted by Lessee's operations and activities. Lessee is also responsible for any
8 damage to these items caused by operations and programming and maintenance
9 and repair work done by the Lessee under cover of this Lease. Lessor shall provide
10 Lessee with all information in Lessor's possession or control relating to the location of any
11 such utilities.
12

13 (w) No Alterations by County. Nothing set forth anywhere in this Lease shall be
14 construed to obligate County to remove or modify any existing improvements in, on or
15 under the Property.
16

17 (x) Authority. Each of the parties hereby represents and warrants that the
18 individual executing this Lease on its behalf has full power and authority to bind such
19 party to the terms and conditions hereof. The parties shall each, at all times, provide
20 the other party with written notice as to the contact person regarding this Lease.
21

22 (y) Further Assurances. The parties hereto agree to execute immediately upon
23 presentation and deliver such additional documentation as may be required from time
24 to time by either of the parties hereto to further evidence or as are necessary to carry
25 out the terms and conditions of this Lease.
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34 **SIGNATURE PAGE FOLLOWS:**
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IN WITNESS WHEREOF, Lessor and Lessee have executed this instrument under seal as of the day and year first above written.

LESSOR: MILWAUKEE COUNTY

LESSEE: JOURNEY HOUSE, INC.

By: _____

By: _____

Name Printed: _____

Name Printed: _____

Title: _____

Title: _____

Approved as to form: _____
Corporation Counsel

Reviewed by: _____
Risk Management

- 1 Exhibit Listing:
- 2
- 3 A. Site Plan of Property
- 4 B. Legal Description and Plat of Land
- 5 C. Milwaukee County General Ordinance Sections
- 6 D. Equal Opportunity Certificate
- 7 E. Due Diligence
- 8
- 9

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(Site Plan of Property)

Exhibit A

Exhibit B

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3 (Legal Description)
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Exhibit C

General Ordinance 47.02 and 47.16

47.02 Permit for public meetings and assemblies

- (1) Public meetings, religious services, assemblies and like events, and sporting or athletic events are allowed in parks and parkways only by written permit issued by the director of parks, recreation and culture, or designee.
 - (a) Application for permits shall be made in writing and received by the director of parks, recreation and culture no less than ten (10) working days prior to the event and shall state:
 - (1) The name, address and telephone number of applicant.
 - (2) The name and address of the person(s), corporation or association sponsoring the activity.
 - (3) A description of the activity to be conducted.
 - (4) The name of the park or parkway and the part thereof for which the permit is requested
 - (5) The date of the proposed activity, and the hour at which it will begin and end.
 - (6) The estimated anticipated attendance.
 - (7) Special needs, i.e., kitchen, utilities, parking, tent, sound, security and others.
 - (8) Any contemplated sale or solicitation. Section 47.04 of the Code shall be complied with.
 - (b) A permit shall be issued to an applicant for the facility requested if:
 - (1) Subsection (a) has been complied with.
 - (2) The place requested has not been reserved by other permittees.
 - (3) The site of facility requested will safely accommodate the anticipated attendance, the activity will not physically damage the site and the activity is not proscribed by law; and for athletic or sporting events, the site is duly designated for the activity to be conducted.
 - (4) The person issuing the permit shall give to the permittee a copy of sections 47.16, 63.01 and 63.02 of the Code.
- (2) *Parades and processions.* Parades or processions shall be allowed in any park and parkway only by a written permit issued by the director of parks, recreation and culture, or designee.
 - (a) Application for permit shall be made in writing and be received by the director of parks, recreation and culture not less than ten (10) days prior to the event and shall state:
 - (1) The name and address of the applicant.
 - (2) The name and address of the person(s), corporation or association sponsoring the parade or procession, and the purpose of the event.

- 1 (3) The name of the park or parkway through which the parade
2 or procession is to pass.
3 (4) The date of the parade or procession, its designated route
4 and the time it will pass through the park or parkway.
5 (5) The estimated number and kind or type of vehicles and
6 approximate number of persons expected to participate in
7 the parade or procession.
8 (b) A permit shall be issued by the director of parks, recreation and
9 culture, or designee, for the parade or procession provided.
10 (1) Subsection (a) has been complied with.
11 (2) The site and route will safely accommodate the anticipated
12 number of vehicles and persons.
13 (3) In the event a requested permit is denied or is not issued, the
14 person applying therefor shall be so notified within three (3)
15 working days from the date application was received.
16 Written notice shall be mailed by certified mail to the
17 address on the permit application in the name of the
18 applicant unless it shall have previously been personally
19 delivered to said applicant. The notice shall indicate the
20 area requested, the reason for the denial, alternatives, if
21 any, and shall state that if the applicant desires a review
22 before the committee on parks, energy and environment
23 respecting the propriety of the permit denial, he/she shall,
24 within ten (10) days of receipt of denial, make written
25 request to the committee on parks, energy and environment
26 for review. Within three (3) working days of the receipt of
27 notice of request for review, the committee on parks, energy
28 and environment shall hold a hearing on the propriety of the
29 denial. Notice of the hearing thereof shall be given to the
30 person denied the permit. This procedure is not intended to
31 exclude or limit any other legal remedy available to the
32 applicant.
33 (4) Interference with permittee prohibited. No person shall, in
34 any manner, disturb, harass or interfere with any person or
35 party holding a written permit, not with any of their
36 equipment or property.
37 (5) No permittee shall, in any manner, disturb, harass or interfere
38 with any member of the public in the park or parkway, nor
39 with any of their equipment or property.
40 (6) With permit issuance, the permit issuer shall provide to
41 permittee a copy of sections 47.16, 63.01 and 63.02 of the
42 Code.
43

44 **47.21 Handbill, etc. within any park or parkway.**

45
46 Except in relation to and conjunction with activity for which a permit has been
47 issued, no person shall put or affix any card, handbill, sign, placard or banner
48 within any park or parkway.

1
2 **47.22 Noise**
3

- 4 (1) No person shall use or operate any radio, phonograph, musical instrument
5 or other mechanical, electrical sound making, reproducing or
6 amplification device in a park or parkway so as to be heard at a distance
7 greater than fifty (50) feet from the above-described instrument or device,
8 radios or phonographs.
9 (2) No such radio, phonograph, musical instrument or above described
10 device may be used or operated within the park within fifty (50) feet of
11 the legal boundaries of the park or parkway such that the device can be
12 heard outside the park or parkway.
13 (3) The director of parks, recreation and culture, or designee, or the county
14 board, may authorize or permit musical shows, cultural events, public
15 gatherings and exhibitions which are not limited by this section.
16

17 **47.16 Disorderly conduct; smoking prohibited.**
18

- 19 (1) *Disorderly conduct.* No person shall engage in violent, abusive, indecent,
20 profane, boisterous, unreasonably loud or otherwise disorderly conduct
21 under circumstances in which such conduct tends to cause or provoke a
22 disturbance.
23 (2) *Person guilty of disorderly conduct to be removed.* No person violating
24 any of the prohibitions enumerated in subsection (1) of this section shall
25 be allowed to remain in any park or parkway.
26 (3) *Smoking; when prohibited.*
27 (a) No person shall be permitted to smoke or to hold a lighted
28 cigarette, cigar or pipe in any building where domestic or wild
29 animals are exhibited, nor in any building or section of a building, or
30 in any park or parkway area where officially posted notices so
31 prohibit.
32 (b) *Dropping lighted cigars, etc., on roadway.* No person shall throw or
33 drop a lighted cigar or cigarette stub or empty a lighted pipe from
34 an automobile moving along a park or parkway drive.
35

36 Any person violating any of the provisions of subsection (1) of this section shall, for each
37 offense, forfeit a penalty not to exceed two hundred fifty dollars (\$250.00); the cash
38 deposit thereof shall be sixty dollars (\$60.00) and the penalty assessment shall be seven
39 dollars and twenty cents (\$7.20), and in default of payment thereof, shall be imprisoned
40 in the county jail or house of correction of the county for a period not to exceed ninety
41 (90) days in the discretion of the court.
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43
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Exhibit D

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(Equal Employment Opportunity Certificate for Milwaukee County Contracts)

1 **Exhibit E**

2
3 Procedure REVISION DATE CHAPTER TITLE CHAPTER NO. ADMINISTRATIVE MANUAL
4 Financial & Management 7 MILWAUKEE COUNTY Accounting

5
6 **Due Diligence 7.92**

7
8 CHECKLIST. Prior to recommending any venture for consideration, responsible County
9 agencies shall ensure that any of the following applicable factors have been identified:

- 10
11 • Letter of Full Disclosure and Cooperation
12 • Cash flow projections for the venture.
13 • Operating budget impact.
14 • Debt management responsibilities, schedules and procedures.
15 • Legal liability for all priorities.
16 • Financial reporting systems and controls.
17 • Right-to-audit provisions.
18 • Project feasibility studies and market analysis.
19 • Key factors for success/failure of the venture.
20 • Governance structure and procedures.
21 • Public policy impacts (e. g. Affirmative Action, Disadvantaged Business).
22 • Employee/labor relations impacts (including benefits).
23 • Environmental concerns.
24 o To include a historical or archaeological survey of any and all areas of
25 Mitchell Park impacted by the project.
26 • Tax consequences.
27 • Capital management (e. g. maintenance).
28 • Conflicts of interest/ethics.
29 • Performance measurements.
30 • Organization Chart and Mission Statement
31 • Name of Lending institution or Bank to determine single or combined reporting

32
33 Each relevant item noted above should be included in the description of the proposal,
34 which is subtitled for approval by the County Executive and County Board.
35
36



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

Date: May 31, 2012
To: Gerry Broderick, Chair, Parks, Energy and Environment Committee
From: Sue Black, Director, Department of Parks, Recreation and Culture
Subject: **Johnsons Park Update – INFORMATIONAL**

ISSUE

The future development of Johnsons Park.

BACKGROUND

Verbal report by the Department of Parks, Recreation and Culture, updating the committee on the future development of Johnsons Park.

RECOMMENDATION

No action requested. Informational item unless further action required.

Prepared by: Paul Kuglitsch, Contract Services Officer/DPRC

Recommended by:

Approved by:

Laura Schloesser, Chief of
Administration and External Affairs

Sue Black, Parks Director

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





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

Date: May 31, 2012
To: Gerry Broderick, Chair, Parks, Energy and Environment Committee
From: Sue Black, Director, Department of Parks, Recreation and Culture
Subject: **Volunteer Partners Supporting Milwaukee County Parks – INFORMATIONAL**

ISSUE

Volunteer partners supporting Milwaukee County Parks.

BACKGROUND

At the May 15, 2012, Parks, Energy, and Environment Committee meeting, the Department of Parks, Recreation and Culture (DPRC) presented an informational report on the "Kohl's Cares Go Green" project and its donation to Milwaukee County (File No. 12-384). Thereafter, Supervisor Haas requested information on similar types of partnerships established by DRPC that benefit the park system and its users.

RECOMMENDATION

No action requested. Informational item unless further action required.

Prepared by: Paul Kuglitsch, Contract Services Officer/DPRC

Recommended by:

Approved by:

Laura Schloesser, Chief of
Administration and External Affairs

Sue Black, Parks Director

Cc: County Executive Chris Abele
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