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A RESOLUTION

4

Establishing a partnership in the form of a Memorandum of Understanding between Milwaukee County and Emerald Cities Collaborative to help promote environmentally sound "Green" programming in the metropolitan area.

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WHEREAS, Milwaukee County has made efforts to improve environmental sustainability through the Green Print Initiatives; and

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WHEREAS, Milwaukee County has great concerns about the demand and use of non-renewable energy sources and the impact it has on the local economy and environment; and

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WHEREAS, the national organization known as Emerald Cities Collaborative (ECC) has a mission to partner with various groups, including governmental bodies, to focus on "greening" metropolitan areas while creating potential job opportunities and promoting democracy; and

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WHEREAS, ECC is active in ten major U.S. cities including Milwaukee;

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and

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WHEREAS, ECC has established local partnerships with groups and organizations here in Milwaukee; and

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WHEREAS, ECC can provide Milwaukee County with the tools to create and implement sustainable development programs with services including:

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23

- Capacity Building (Training and Technical Assistance programs)

24

- Policy and Advocacy Support

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- Assist the County in developing and implementing similar programs and services

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27 ; and

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WHEREAS, a Memorandum of Understanding would serve as a mutual agreement between Milwaukee County and ECC to work towards the common goal of creating a more energy cognizant Milwaukee County, without the legally binding constraints of a traditional contract; and

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WHEREAS, a partnership with a nationally reputable organization such as ECC would complement and reinforce Milwaukee County's involvement with other sustainability projects such as the Green Print Initiatives; now, therefore

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36 BE IT RESOLVED, that the Milwaukee County Board of Supervisors
37 endorses and authorizes Milwaukee County to enter into a Memorandum of
38 Understanding with Emerald Cities Collaborative in order to gain resources,
39 training, and services that can create greater job opportunities and promote
40 democracy with an energy sustainable and environmentally conscious
41 approach; and

42 BE IT FURTHER RESOLVED that a Memorandum of Understanding
43 between Milwaukee County and Emerald Cities Collaborative will not result in
44 any financial obligations on behalf of Milwaukee County.
45

MILWAUKEE COUNTY FISCAL NOTE FORM

DATE: 9-10-12

Original Fiscal Note

Substitute Fiscal Note

SUBJECT: A resolution establishing a partnership in the form of a Memorandum of Understanding between Milwaukee County and Emerald Cities Collaborative to help promote environmentally sound "Green" programming in the metropolitan area.

FISCAL EFFECT:

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

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

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

DESCRIPTION OF FISCAL EFFECT

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

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

A. A resolution establishing a partnership in the form of a Memorandum of Understanding between Milwaukee County and Emerald Cities Collaborative to help promote environmentally sound "Green" programming in the metropolitan area.

B. N/A

C. N/A

D. No assumptions made.

Department/Prepared By Martin Weddle

Authorized Signature _____

Did DAS-Fiscal Staff Review? Yes No

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



OFFICE OF THE COUNTY EXECUTIVE

Milwaukee County

CHRIS ABELE COUNTY EXECUTIVE

Date: July 3, 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 Don Tyler to serve on the Milwaukee Public Museum Board of Directors. Don Tyler's appointment will expire on January 1, 2015.

Attached is a copy of his biography for your review.

Your consideration and review of this appointment is appreciated.



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
 Don Tyler

DONALD G. TYLER
4480 North Maryland Avenue
Shorewood, Wisconsin 53211
Home: (414) 962-9870 Cell: (414) 217-8595

BACKGROUND SUMMARY

SENIOR EXECUTIVE with more than 20 years of progressive experience in organizational leadership, administration, marketing and sales specifically in the financial services industry. Skilled in P&L management and development of new business, product and distribution opportunities. Demonstrated performance in:

Product Development
General Management
Strategic Planning

Marketing Communications
Marketing Plans
Distribution Strategies

New Business Development
Sales Management
Budgeting

PROFESSIONAL EXPERIENCE

MILWAUKEE SYMPHONY ORCHESTRA (MSO), Milwaukee, WI **2010**
Wisconsin's largest and most significant performing arts organization, the MSO plays a vital cultural, education and economic role in shaping the vitality of Milwaukee and the surrounding area.

Interim President & Executive Director

Reporting to the Chairman of the Board, responsibilities include the overall leadership, direction and management of the MSO. The MSO has a staff of approximately 35 professionals and 88 professional fulltime musicians performing over 140 concerts each season.

Leadership

- Work closely with the Board and the Music Director, staff and other key constituents in the continued implementation of the strategic business plan during a nine month interim period.
- Actively engages in MSO Board meetings and Board committees; assists the MSO Board in establishing policy and manages governance and compliance.

Administration

- Manages day-to-day business operations and develops effective and measurable operations, business and financial performance metrics.
- Oversees all personnel activities for staff and artistic, including hiring, development, retention and implementation;
- Works closely with the Chief Financial Officer, manages and directs all activities related to cash flow, annual budgets and revenue projections;

Development & External Relations

- Directs and actively participates in the development and stewardship of major donors, including individuals, corporations, institutions and foundations;
- Builds effective relationships with business leaders, influential members of the community, media, other arts groups and vendor and banking relationships in an effort to positively influence and represent the presence and brand of the MSO.

NORTHWESTERN MUTUAL & NORTHWESTERN MUTUAL INVESTMENT SERVICES,
Milwaukee, WI **2003 to 2010**

One of the largest mutual insurance and independent broker-dealer firms in the country.

Vice President, Executive Officer

As Vice President of Investment Products & Services (IPS), responsibilities include overseeing the product and vendor research, negotiation and management, development and maintenance of Brokerage and Advisory Services, Annuities, Mutual Funds, and Business Retirement Products and Services, Business Development (including a premier Investment Specialist Program), Consulting, Training, Sales Support, Marketing and Field Communications as well as Affinity Funds Distribution & Planning.

Products and Services Development & Management

- Responsible for the management and direction of research, product pricing, structure and compensation design, development and management of all brokerage and advisory products and services for the broker-dealer and Trust company.
- Responsible for the management and direction of key strategic relationships related to both brokerage clearing and advisory services platforms, Northwestern Mutual's Affinity Funds program and other ancillary support relationships, including Morningstar, Albridge, FRC, etc.

Business Development, Marketing, Training & Communications

- Responsible for the management and direction of all broker-dealer and Trust company business development activities through Northwestern Mutual's field force of approximately 6,000 registered representatives and investment advisors. Business development activities included Managing Partner (branch manager) investment platform consultations, integrated practice management resources, investments and annuities wholesaling activities and management of the Investment Specialist program.
- Responsible for the management and direction of all broker-dealer and Trust company field force and client marketing, training and communications. Marketing activities included the development and distribution of broker-dealer and Trust company marketing campaigns and materials, recognition and awards programs and conferences; training activities included the development, distribution of broker-dealer and Trust company field training ranging from required product training to business and practice management training through web-based learning, onsite, conference and schools.

Executive Officer

- Reporting directly to an Executive Vice President on the Management Committee, responsible for all typical business line activities, including staff hiring, training and management; revenue growth and expense management; active member of various corporate committees including Compliance Best Practices, Business Integration and Investment Products & Services/Agencies.

PRECISION MARKETING PARTNERS & THE ACADEMY OF FINANCIAL SERVICES STUDIES, Milwaukee, WI **1998 to 2002**

Privately-held consulting firms serving the financial services industry.

President and Co-founder

1998 to 2002

Responsible for general management of two service firms focused on providing strategic sales and marketing and education and training services to mid- to large-size financial services firms. Developed and implemented marketing and sales plans for multiple distribution channels and multiple product lines. Accountabilities included P&L, strategic and business planning, budgeting, staffing, new product development, sales, marketing, finance and operations.

Sales and Marketing

- Co-founded and developed a comprehensive marketing plan to position our firms strategically as a leading provider of sales and marketing consulting services and education and training capabilities.
- Worked jointly in developing a significant client base representing more than 100 financial services firms.

General Management

- Directed and managed many of the consulting, operations and financial aspects of the firms.
- Key participant as President and Board Member in all significant management decisions related to the management and operation of the firms.

WELLS CAPITAL (STRONG CAPITAL MANAGEMENT), Milwaukee, WI **1995 to 1998**
Privately-held mutual fund company with over \$32 billion in assets under management.

Senior Vice President

1998

Vice President, National Sales Manager

1995 to 1997

Responsible for general management of the \$10 billion, 34 employee Intermediary Services division established to service defined contribution, variable insurance products and mutual fund wrap and supermarket relationships through broker-dealer, insurance and consultant channels. Accountabilities included P&L, strategic and business planning, managing a \$16 million budget, staffing, new product development, sales, marketing, finance and operations.

General Management

- Directed strategies which expanded division assets at 60% annualized rate, from \$1.5 to \$10 billion between 1995 and 1998.
- Increased division's percentage of company's net sales from 15% to over 90%.
- Served on the Senior Management Committee, formulating corporate business strategy.
- Selected to serve on industry advisory boards including Fidelity, Schwab and First Trust.

Sales and Marketing

- Created unique, growth-oriented sales and marketing strategies, positioning Strong as a recognized leader in broker-dealer, insurance, bank and consultant intermediary channels.
- Built regional sales force, increasing company visibility in financial advisor, broker-dealer and insurance marketplaces.
- Designed and implemented comprehensive marketing strategies including creation of industry standard setting collateral materials, advisor forums, conference calls.
- Created innovative marketing strategy with Fidelity which increased Strong's 1998 FundsNetwork assets from \$1 to \$2 billion and established Strong as #1 in net sales.

THRIVENT (AAL CAPITAL MANAGEMENT), Appleton, WI **1994 to 1995**
\$12 billion mutual fund subsidiary of Aid Association for Lutherans (AAL).

Vice President of Marketing and Sales

Responsible for all marketing and sales support activities related to AAL Mutual Funds, Variable Annuities and brokerage unit. Managed staff of 23 and marketing budget of \$3.5 million.

- Upgraded collateral marketing material and corporate image, improving company visibility in the marketplace while reducing costs. Developed and launched AAL's first variable annuity.

AMERICAN FINANCE GROUP (AFG), Boston, MA	1985 to 1994
\$1 billion asset management company offering investments to individuals and institutions.	
Senior Vice President, National Marketing Director	1987 to 1993
Regional Vice President (Wholesaler)	1985 to 1987
ANGELES CORPORATION, Los Angeles, CA	1983 to 1985
\$500 million diversified asset management investment company.	
Marketing Manager, Regional Sales Director (Wholesaler)	
CAMPRO SYSTEMS, Denver, CO	1977 to 1983
\$1 million advertising production company.	
Principal and Co-founder	

EDUCATION

BA, Business/Marketing, University of St. Thomas, St. Paul, MN, 1977
BA, Journalism, University of St. Thomas, St. Paul, MN, 1977

LICENSES

Past NASD Series 7, 24, 65 and 63

CURRENT AND PAST AFFILIATIONS

Current Board, Executive Committee and Finance Committee Member of the Milwaukee Symphony Orchestra; Current Board Member of Repairers of the Breach, a Milwaukee-based homeless resource center, Current Board Member of Eagle Capital Growth Fund, Former Trustee for Northwestern Mutual's 401(k) and Defined Benefit Plans, Former Committee Member, Private Client Group Committee of SIFMA; Former Committee Member, LIMRA Broker-Dealer Committee; Former Board Trustee, Quintara Funds; Former Board Member of SEED, a community non-profit for the local school district; Past President, Shorewood Little League



OFFICE OF THE COUNTY EXECUTIVE

Milwaukee County

CHRIS ABELE COUNTY EXECUTIVE

Date: June 29, 2012

To: Marina Dimitrijevic, Chairwoman, County Board of Supervisors

From: Chris Abele, County Executive

Subject: Appointment to the War Memorial Corporation Board of Trustees

Pursuant to the provisions set forth in Milwaukee County General Ordinance 45.058 and subject to confirmation by your honorable body, I am hereby appointing Don Tyler to serve on the War Memorial Corporation Board of Trustees. Don Tyler's term will expire on April 30, 2016.

Attached is a copy of his biography for your review.

Your consideration and confirmation will be appreciated.

A handwritten signature in black ink, appearing to read "Chris Abele".

Chris Abele
Milwaukee County Executive

cc: Supervisor Gerry Broderick, Chair, Parks, Energy & Environment Committee
Milwaukee County Board of Supervisors
Kelly Bablitch, Chief of Staff, County Board
Dave Drent, Executive Director, War Memorial Corp.
Don Tyler

DONALD G. TYLER
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\$500 million diversified asset management investment company.	
Marketing Manager, Regional Sales Director (Wholesaler)	
CAMPRO SYSTEMS, Denver, CO	1977 to 1983
\$1 million advertising production company.	
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Past NASD Series 7, 24, 65 and 63

CURRENT AND PAST AFFILIATIONS

Current Board, Executive Committee and Finance Committee Member of the Milwaukee Symphony Orchestra; Current Board Member of Repairers of the Breach, a Milwaukee-based homeless resource center, Current Board Member of Eagle Capital Growth Fund, Former Trustee for Northwestern Mutual's 401(k) and Defined Benefit Plans, Former Committee Member, Private Client Group Committee of SIFMA; Former Committee Member, LIMRA Broker-Dealer Committee; Former Board Trustee, Quintara Funds; Former Board Member of SEED, a community non-profit for the local school district; Past President, Shorewood Little League



OFFICE OF THE COUNTY EXECUTIVE

Milwaukee County

CHRIS ABELE COUNTY EXECUTIVE

Date: June 29, 2012

To: Marina Dimitrijevic, Chairwoman, County Board of Supervisors

From: Chris Abele, County Executive

Subject: Appointment to the War Memorial Corporation Board of Trustees

Pursuant to the provisions set forth in Milwaukee County General Ordinance 45.058 and subject to confirmation by your honorable body, I am hereby appointing Jim Duff to serve on the War Memorial Corporation Board of Trustees. Jim Duff's term will expire on April 30, 2016.

Your consideration and confirmation will be appreciated.

Attached is a copy of his biography for your review.

Chris Abele
Milwaukee County Executive

cc: Supervisor Gerry Broderick, Chair, Parks, Energy & Environment Committee
Milwaukee County Board of Supervisors
Kelly Bablitch, Chief of Staff, County Board
Dave Drent, Executive Director, War Memorial Corporation
Jim Duff, Director of Veteran Services

RESUME

James A. Duff

8020 Harwood Avenue

Wauwatosa, Wisconsin 53213

(home) 414.302.1396 (work) 414.382.1753 (cell) 414.322.1581

OBJECTIVE: A position of influence in government, with responsibility for realizing cost savings while expanding services and achieving efficiencies

**EXPERIENCE: Deputy Director/Acting Director, Veterans Services 12/2004 – 12/2011
Director, Veterans Services 12/2011 - Present
Milwaukee County, Milwaukee, WI**

- Principal representative to county's 60,000 veterans and their families
- Conduct outreach, make presentations at schools, meeting places and community events
- Developed new services while reducing personnel costs
- Principal advocate regarding veterans issues
- Fostered creative relationships to provide additional services to veterans
- Assist veterans/families in applying for local/state/federal benefits
- Maintained or reduced budget in every year of assignment

Adjutant, Cudworth Post 23 04/2003 – 11/2004

American Legion, Whitefish Bay, WI

- Managed administrative activities of a 900+ member veterans organization
- Made public speeches and presentations

Supervisor, Customer Services 09/1999 – 03/2003

United States Postal Service, Milwaukee, WI

- Supervised 30 union employees in mail delivery and customer service
- Managed assignments and overtime in achieving budgetary goals

Manager, Production/Distribution 04/1997 – 09/1999

Hometown Inc, Milwaukee, WI

- Supervised 35 union employees in ice production/distribution, fuel oil deliveries, and maintenance and customer service.
- Responsible for operational budget of \$4M; achieved budgetary goals

Chief, Personnel Automation and Data Processing 06/1989 – 03/1997

Headquarters, Wisconsin Army National Guard, Madison, WI

- Responsible for integrity of Wisconsin Army National Guard personnel data base and all associated information and reports
- Managed Standard Installation/Division Personnel Reporting System (SIPDERS) Branch – 8 military employees
- Provided information/reports to all levels of chain-of-command
- Conducted briefings to end-users/reported to staff agencies at state level

MILITARY EXPERIENCE: Retired US Army: Active Army 1971-1978, (AGR – WIARNG) 1983-1997

EDUCATION: BA, Business/Communications, Concordia College, Mequon, WI 2004

Currently enrolled in MBA program at UW-Whitewater

ORGANIZATIONS/AFFILIATIONS: Member, VVA, American Legion, VFW; War Memorial Center Veterans Board of Directors; Past President, Soldiers Home Foundation Inc; Past Chairman, Board of Directors Grays Child Development Center; Licensed Minister, Church of God in Christ



OFFICE OF THE COUNTY EXECUTIVE

Milwaukee County

CHRIS ABELE COUNTY EXECUTIVE

Date: June 29, 2012

To: Marina Dimitrijevic, Chairwoman, County Board of Supervisors

From: Chris Abele, County Executive

Subject: Appointment to the War Memorial Corporation Board of Trustees

Pursuant to the provisions set forth in Milwaukee County General Ordinance 45.058 and subject to confirmation by your honorable body, I am hereby appointing Andy Nunemaker to serve on the War Memorial Corporation Board of Trustees. Andy Nunemaker's term will expire on April 30, 2014.

Your consideration and confirmation will be appreciated.

Attached is a copy of his biography for your review.

Chris Abele
Milwaukee County Executive

cc: Supervisor Gerry Broderick, Chair, Parks, Energy & Environment Committee
Milwaukee County Board of Supervisors
Kelly Bablitch, Chief of Staff, County Board
Dave Drent, Executive Director, War Memorial Corporation
Andy Nunemaker

Andy Nunemaker
2221 North Terrace Avenue
Milwaukee, WI

Andy Nunemaker is the CEO of Dynamis Corporation, a provider of sales software in the healthcare insurance industry. Prior to co-founding Dynamis, Andy served as President of Intermedix EMSystems and CEO of EMSystems (Intermedix acquired EMSystems in 2010). Andy also held a number of executive roles with GE Healthcare including CEO of GE Healthcare for Australia, New Zealand and Southeast Asia. Andy holds a Bachelor of Science Degree in Electrical Engineering from Valparaiso University, a Master of Science Degree in Electrical Engineering from Georgia Tech and an MBA from Harvard, where he served as student body president.

Andy serves on the Board of Directors for Valparaiso University, the Milwaukee Symphony Orchestra, the Milwaukee Art Museum and the Marcus Center for the Performing Arts. He teaches in the MBA program at Marquette University as a part-time faculty member in the Entrepreneurship program and is a member of the Marquette University Golden Angel Network. He is past-president of the Entrepreneur's Organization of Wisconsin, the Milwaukee Forum, the Historic Water Tower Neighborhood Association and the Harvard Business School Club of Wisconsin.

Andy was awarded the "40 Under 40 Award" by the Milwaukee Business Journal in 2006 recognizing his outstanding professional and charitable achievements. He received the Small Business Times Bravo Award for Entrepreneurialism in 2006. Andy was a finalist for the 2008 and 2009 Ernst & Young Entrepreneur of the Year Award, recognizing his entrepreneurial and business accomplishments, and he was named Milwaukee's Fittest Executive by the Biz Times and Wisconsin Athletic Club in 2009. Andy was also awarded the Young Alumnus of the Year by Valparaiso University and the Friend of the College of Business Administration by Marquette University.



OFFICE OF THE COUNTY EXECUTIVE

Milwaukee County

CHRIS ABELE COUNTY EXECUTIVE

Date: August 22, 2012

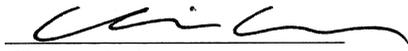
To: Marina Dimitrijevic, Chairwoman, County Board of Supervisors

From: Chris Abele, County Executive

Subject: Appointment of New Member to Marcus Center Board of Directors

Subject to the confirmation of your Honorable Body and pursuant to the provisions set fourth in Marcus Center By-Laws, I am hereby appointing Michelle Mason to serve on the Marcus Center Board. Ms. Mason's term will expire on April 1, 2015. A copy of Ms. Mason's resume is attached for your review.

I would appreciate your consideration and confirmation.


 Chris Abele
 Milwaukee County Executive

Cc: Kelly Bablitch, Chief of Staff – County Board
 Supervisor Broderick, Milwaukee County Board of Supervisors
 Paul F. Mathews, Marcus Center Board
 Michelle Mason
 Janelle Jensen, Committee Clerk
 Jessica Janz-McKnight, Research Analyst

Michelle I. Mason, MS, MBA, CAE

1660 North Prospect Avenue, Unit 1607 • Milwaukee, WI, 53202
(202) 368-0976 • michellemason1607@yahoo.com

Career Summary

- | | | |
|-------------------------------|-------------------------------|----------------------------|
| ▪ Operations Management | ▪ Education Programming | ▪ Fundraising/sponsorships |
| ▪ Community Outreach | ▪ Program Development | ▪ Coalition Building |
| ▪ Strategic Business Planning | ▪ Business Administration | ▪ Workforce Productivity |
| ▪ Project Management | ▪ P&L Management | ▪ Talent Management |
| ▪ Public Policy | ▪ Public Speaking and Writing | ▪ Volunteer Relations |

Professional Experience

American Society for Quality (ASQ), Milwaukee, WI (2006 – current)

Global association, budget size: \$32 million budget, membership 85,000 individuals and 800 corporate

Managing Director, Strategic Developments

Member of the executive team responsible for general operations and strategic direction of a \$32 million association. Manage staff of 12. Work with Board of Directors and senior executives to develop and implement strategic direction, plans, and annual business objectives.

Selected accomplishments:

- Develop new community models to increase membership recruitment and retention.
 - Increased online community volume by 90%.
 - Developed baseline metrics to track engagement and satisfaction to measure ROI. Satisfaction increased by 4%.
 - Targeted nontraditional communities to increase interest and engagement of under-represented groups.
 - Oversee development, training and programming of approximately 5,000 volunteers.
- Develop and lead enterprise approach to social responsibility and sustainability initiative.
 - Secured over \$150,000 direct and in-kind.
 - Created public brand through social media and print – www.TheSRO.org (The Socially Responsible Organization)
 - Led strategic collaborations with Fortune 100 companies. For example, Manpower, Deloitte, and IBM.
- Develop and lead public policy and advocacy initiatives.
 - Redesigned advocacy efforts through the creation of a Public Policy Advisory Council.
 - Streamlined and focused processes to align with key business strategies resulted in collaborations with key federal agencies, Office of Management and Budget (OMB) and Office of National Coordinator (ONC) for Health Information Technology (HIT) and approval of Board appointed council.
- Key participant in cost reduction initiatives resulting in \$4.2 million in savings. Direct contribution \$200,000.
- Serve as issues expeditor to Executive Director. Conceptualize and deliver cross market innovations.

Michelle I. Mason
Page 1

ASAE & The Center for Association Leadership, Washington, DC (1998-2006)

National association, budget size \$25 million budget, membership 22,000

Vice President, Strategic and Future-Focused Research

Directed and administered a comprehensive research program funded through a \$10 million endowment emphasize on future models, trends and business strategies in association/nonprofit sector.

Selected accomplishments:

- Lead production of numerous best selling products.
 - *7 Measures of Success: What Remarkable Associations Do That Others Don't* (2006) – More than 28,000 copies sold. Approximately \$800,000 in revenue.
 - *Mapping the Future of Your Association* (2006) - \$60,000 in revenue.
- Produced products and programs resulting in approximately \$350,000 in revenue.
- State of Community Assessment (SOCA): Developed agreement with third-party testing service for a 5% royalty.
- Implemented and launched the first web-cast series, featuring internationally recognized business leaders. Virtual registration exceeded face-to-face by 7%.

Director, Research Programs

- Expanded research agenda to serve as case statement for capital campaign resulting in \$6.2 million.
- Designed, developed and implemented three future-focused think tank events engaging 120 executive leaders.

Additional Positions

Special Assistant to Vice President, Chemical Manufacturers Association (CHEMSTAR), Washington, DC (1990-1998)

Adjunct Faculty, Strayer University, Washington, DC (2003-2005)

Instructor of Business Management courses. Received an average rating of 4.5 on 5.0 scale.

Education, Certification and Training

- Master of Business Administration (MBA) - University of Maryland (2006)
- Master of Science (MS) in Management concentration in Not-for-Profit Management and Marketing University of Maryland (2003)
- Bachelor of Science in Business Administration (BS), Minor in Marketing Strayer University (1996)
- Wisconsin Forward Award Examiner (State Malcolm Baldrige National Quality Award) (2010-11)
- Six Sigma Champion (2007)
- Certified Association Executive (CAE) (2004)
- Lean for Services Training (2007)
- Intercultural Business Etiquette (2010)

Professional Development, Industry Recognition, Leadership and Community Service

Professional Development and Industry Recognition

- Appointed by Mayor of Milwaukee to City Sustainability Team (2012)
- ASAE Fellow (2009)
 - Conceptualized and deliver first ever ASAE Fellows Community Service project
- Mosaic Partnership Diversity Program - Milwaukee (2008)
- Aspen Institute Ideas Fellow (2007)
- *Association Trends*, Young and Aspiring Leader (1999)
- ASAE Future Leader (1998)
- Member, Association Forum of Chicagoland
 - Chair, Diversity and Workforce Development Committee (2008)
- Member, American Society for Association Executives & The Center for Association Leadership
 - Fundraising Committee for ASAE Foundation (2010)
 - APAC – Political Action Committee (2010)
 - Diversity Leadership Program Selection Committee (2009)
- Wisconsin Society for Association Executives
 - Co-Chair, Education Program Committee (2009 and 2010)
- Member, Digital Now Technology Advisory Council (2004-current)

Board Leadership (2007 – Current)

- Goodwill of SEW - Audit and Compliance and Strategic Planning Committees (2010)
- River Revitalization Foundation - Fund Development Committee (2010)
- Visit Milwaukee CVB - Strategic Planning and Governance Committees
- PAVE (Choice and Charter Schools) (2010) – Strategic Planning Committee
- Women's Fund – Milwaukee (2008 - 2009)
- First Stage Children's Theatre - Strategic Planning Committee (2007-2010)

Community Service

- Links International – Milwaukee Chapter – Executive Committee and Correspondence Secretary
- National Coalition of 100 Black Women – Milwaukee - Founding Member
 - Governance Committee
- Rotary International – Co-chair Silent Auction, Golf Outing raised \$125,000
- Pearls for Teen Girls – Volunteer
 - Designed, developed and implemented three fundraisers totaling \$15,000
- Kiwanis of Mitchellville – Past Distinguished President (2005)
- Chief Inspector for National Elections – Wisconsin (2008)

Founder, Concepts and Connections (2002 - Present)

Provide pro bono services to small businesses and nonprofits in the areas of project management, marketing and business development.



OFFICE OF THE COUNTY EXECUTIVE

Milwaukee County

CHRIS ABELE • COUNTY EXECUTIVE

DATE: August 24, 2012

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

FROM: Chris Abele, Milwaukee County Executive

SUBJECT: Appointment of Mike Gonzalez to the Milwaukee County Southeast Wisconsin Professional Baseball Park District Board

Subject to the confirmation of your Honorable Body and pursuant to the provisions set forth in State Statute 229.66, I am hereby appointing Mike Gonzalez, to the Southeast Wisconsin Professional Baseball Park District Board. Mr. Gonzalez's term is indefinite. A copy of Mr. Gonzalez's resume is attached for your review.

Your consideration of this appointment is appreciated.

Chris Abele
Milwaukee County Executive

Attachment

CC: Supervisor Gerry Broderick, Chair, Parks, Energy and Environment Committee
 Kelly Bablitch, Chief of Staff
 Mike Gonzalez
 Janelle Jensen, Committee Clerk
 Jessica Janz-McKnight, Research Analyst

Data Sheet
Michael L. Gonzalez



Personal:

- Retired business executive with 35 years of experience in leading companies through transformational change and growth.
- Married to Janet since 1978. She retired in 2010 as Principal of Adlai E. Stevenson High School in Lincolnshire, IL, a four year H.S. with 4,600 students.
- Two daughters, Lee (31) and Lauren (30) both living in Spain, founders of Somnio Hostels based in Barcelona.
- Education:
 - B.S. in Finance (1977) from University of Illinois, Champaign-Urbana
 - MBA in Finance (1985) from the University of Chicago.
- Residence:
 - Address: 923 East Kilbourn Avenue, Unit 2202, Milwaukee, WI 53202
 - Mobile Phone: +1 708-990-8675
 - Email: michael.l.gonzalez@gmail.com
- Hobbies: golf, music, photography, exercise and travel

Business:

- September 2010 to September 2011: CEO and Managing Director, Dematic Europe GmbH, one of three global operations of private equity-owned (Triton Partners) Dematic, with responsibilities for Europe, Middle East, Africa and South America.

- October 2006 to September 2010: President and CEO, HK Systems, Inc., a private equity-owned provider of highly automated material handling solutions for the manufacturing and distribution sectors based in Milwaukee, WI area.
- October 1995 to April 2006: President and CEO, Interlake Material Handling, Inc., owned by Brambles, a publicly traded company based in Sydney, Australia and provider of material handling and storage solutions.
- 1986 – 1995: Various Senior Executive roles with XL/Datacomp, Inc. (later StorageTek), a high tech firm operating as IBM's largest remarketer of mid-range systems (AS/400's) in the world and provider of lease financing, service and support.
- 1977 - 1986: Various sales and sales management roles with IBM.
- Former Member, Board of Governors, Material Handling Industry of America (MHIA)
- Former Member, Roundtable of Industry Leaders, MHIA
- Former Member and President, Rack Manufacturer's Institute (RMI)

Affiliations:

- Member, Economic Club of Chicago
- Board Member, Executive Committee Member – Milwaukee Symphony Orchestra
- Former Director, Chicago District Golf Association (CDGA)



OFFICE OF THE COUNTY EXECUTIVE

Milwaukee County

CHRIS ABELE • COUNTY EXECUTIVE

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

From: County Executive Chris Abele

Date: September 4, 2012

Subject: Informational Report Regarding Milwaukee County's Public Art Program

File No. 12-413 requested a quarterly report regarding securing funding for the Milwaukee County Public Art Program so the program can be successfully reactivated in 2013.

At the time of the Legistar deadline for submission to the Parks, Energy and Environment Committee's Agenda the 2013 Budget is still actively being worked on. Due to the State Aid reductions, deferred Capital issuance in 2011 and 2012 Budgets and increased pressure on the maintenance of mandated services by Milwaukee County the County Executive is continuing to evaluate the inclusion of a Milwaukee County Public Art Program in the 2013 Budget.

The County Executive plans to meet with the Public Art Committee in advance of the release of his recommended budget to share his recommendation for the 2013 Budget.

cc: Chairwoman Marina Dimitrijevic
 Kelly Bablitch, Chief of Staff, County Board
 Supervisor Jason Haas, Vice-Chair, Parks, Energy & Environment
 Patrick Farley, Director, Department of Administrative Services

COUNTY OF MILWAUKEE

INTER-OFFICE COMMUNICATION

DATE: August 28, 2012

TO: Supervisor Marina Dimitrijevic, County Board Chairwoman

FROM: Charles Wikenhauser, Zoo Director

SUBJECT: **APPROVAL TO ENTER INTO AN AGREEMENT WITH THE ZOOLOGICAL SOCIETY OF MILWAUKEE COUNTY FOR THE DEVELOPMENT OF A MASTER PLAN FOR THE MILWAUKEE COUNTY ZOO**

ISSUE

Approval is requested to enter into an agreement with the Zoological Society of Milwaukee County (Society) for the purpose of developing a long range master plan for the Milwaukee County Zoo.

BACKGROUND

In 1999, the County and Society jointly adopted a Zoo Capital Program based on a Master Plan developed in 1997. The final project in that capital program, the Hippo Holding Building, was completed in 2009.

The County and Society now wish to develop a new Zoo Master Plan that will address new and renovated exhibit needs, revenue centers, attractions, and other visitor amenities not addressed in the previous capital programs. Some of these projects include the elephant and pachyderm exhibits, the small mammal building, Australia building, Woodland concessions building and supporting infrastructure.

In addition, the Master Plan will begin the necessary planning needed to accommodate effects on Zoo property and functions by the renovation of the Zoo interchange.

In accordance with the Memorandum of Understanding between Milwaukee County and the Zoological Society of Milwaukee County, the County and Society agree to enter into individual project agreements for all Zoo capital projects. The agreement has been reviewed by Corporation Counsel and Risk Management offices. The agreement addresses source of funds, contract documents, consultant selection process, and project management.

Total funding for the development of the new Master Plan is estimated at \$300,000. This plan development will be divided into two stages. Stage one will be an exploratory effort involving the conceptual development of multiple solution options for various master plan elements and issues and stage two shall be a synthesizing process combining elements

selected from stage one solutions into a cohesive overall plan for the Zoo grounds and facilities.

The 2012 Capital Budget includes \$100,000 to develop stage one. Financing is provided from \$50,000 in property tax levy and \$50,000 from the Society. Funding of \$200,000 for stage two has been requested for 2013. The cost for the Master Plan will be shared equally between the County and the Society.

RECOMMENDATION

Zoo staff recommends that the proposed agreement with the Zoological Society of Milwaukee County for the development of a Zoo Master Plan be approved.

Charles Wikenhauser
Zoo Director

C: County Executive Chris Abele
Supervisor Gerry Broderick, Chairman, Parks, Energy and Environment Committee
Supervisor Jason Haas, Vice-Chair, Parks, Energy and Environment Committee
Scott Manske, Comptroller
Amber Moreen, Chief of Staff, County Executive's Office
Tia Torhorst, Director of Legislative Affairs, County Executive's Office
Kelly Bablitch, Chief of Staff, County Board
Patrick Farley, Director, Department of Administrative Services, DAS
Craig Kammholz, Fiscal and Budget Administrator, DAS
Jessica Janz-McKnight, Research Analyst, County Board
Vince Masterson, Fiscal and Management Analyst
Vera Westphal, Deputy Zoo Director (Administration/Finance)

1
2
3
4 From the Zoo Director, by recommending adoption of the following:
5

6 **A RESOLUTION**
7

8 WHEREAS, the November 27, 1996 adopted Memorandum of Understanding between
9 Milwaukee County and the Zoological Society of Milwaukee County requires that a specific
10 agreement will be executed for each new capital project at the Milwaukee County Zoo; and
11

12 WHEREAS, the County and Zoological Society wish to jointly develop a new Master
13 Plan for the Milwaukee County Zoo; and
14

15 WHEREAS, the “Zoo Master Plan Project Agreement” describes the source of funds,
16 contract documents, consultant selection process, and project management; and
17

18 WHEREAS, the Zoo Master Plan will address new and renovated exhibit needs, revenue
19 centers, attractions, other visitor amenities, and possible effects on Zoo property and functions by
20 the renovation of the zoo interchange; and
21

22 WHEREAS, this agreement has been reviewed and approved by County’s Corporation
23 Counsel, the Zoological Society’s attorneys; and
24

25 WHEREAS, this Agreement has been concurred in by the Zoo Director and
26 President/CEO of the Zoological Society; now, therefore,
27

28 BE IT RESOLVED, that the Director of the Milwaukee County Zoological Gardens is
29 hereby authorized and directed to enter into the said “Zoo Master Plan” Agreement with the
30 Zoological Society of Milwaukee County.
31

MILWAUKEE COUNTY FISCAL NOTE FORM

DATE: 8/28/12

Original Fiscal Note

Substitute Fiscal Note

SUBJECT: Agreement with the Zoological Society of Milwaukee County for the Development of a Master Plan for the Milwaukee County Zoo

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	0	200,000
	Revenue		100,000
	Net Cost	0	100,000
Capital Improvement Budget	Expenditure		
	Revenue		
	Net Cost		

DESCRIPTION OF FISCAL EFFECT

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

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

A. Request to enter into an agreement with the Zoological Society of Milwaukee County for the purpose of developing a long range master plan for the Milwaukee County Zoo.

The 2012/13 Master Plan will address the entire Zoo, with an emphasis on Zoo facilities and areas that were not modified in the 1985 and 1997 plans. This plan will also address the major changes in facilities, infrastructure and internal traffic patterns that will result from the reconstruction of the Zoo Highway Interchange. A team consisting of professional planning consultants, the Department of Administrative Services Facilities Management Division staff, selected Zoo staff and representatives of the Zoological Society will develop the plan. This team will retain one or more consultants to assist in the development of the Master Plan. This Master Plan development will be divided into two stages. Stage 1 shall be an exploratory effort involving the conceptual development of multiple solution options for various master plan elements and issues and Stage 2 shall be a synthesizing process combining elements selected from Stage 1 solutions into a cohesive overall plan for the Zoo grounds and facilities.

B. The 2012 Capital Budget includes \$100,000 to develop stage one of a new Master Plan for the Zoo. Financing is provided from \$50,000 in property tax levy and \$50,000 from the Zoological Society of Milwaukee.

C. The total estimated cost of the Project is \$300,000. The cost of stage one will be \$100,000 and stage two will be \$200,000. This cost will be shared equally between the County and the Society. The County will invoice the Society for its share of the costs according to a schedule mutually agreed upon

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.

by both parties. No additional funds may be spent on the project without the mutual consent of both the County and the Society. Funding of \$200,000 for stage two has been requested for 2013.

Department/Prepared By Vera Westphal, Milwaukee County Zoo

Authorized Signature _____

Did DAS-Fiscal Staff Review? Yes No

ZOO MASTER PLAN PROJECT AGREEMENT

THIS ZOO MASTER PLAN PROJECT AGREEMENT is entered into this ___ day of _____, 2012 by and between the **ZOOLOGICAL SOCIETY OF MILWAUKEE COUNTY**, a Wisconsin not-for-profit corporation (the “Society”), and **MILWAUKEE COUNTY**, a Wisconsin municipal corporate body, represented by its Director of County Zoo (the “County”).

RECITALS

- A. The County owns a zoological garden known as the Milwaukee County Zoo (the “Zoo”).
- B. The Society is a non-profit corporation whose mission is to take part in conserving wildlife and endangered species, to educate people about the importance of wildlife and the environment, and to support the Milwaukee County Zoo.
- C. Both the Society and the County wish to jointly develop a multi-year master plan (grounds, programs and facilities) for the Milwaukee County Zoo.
- D. The cost of developing a master plan will be equally funded by the Society and the County.
- E. The Society and County will form a steering committee for the purpose of selecting a consultant and leading the master plan design.
 - 1. The Society’s representatives on the steering committee will be Dr. Robert Davis, John Heindel, Rich Tennessen, Karen Peck Katz, and Joe Kresl.
 - 2. The County’s representatives on the steering committee will be Charles Wikenhauser, Dr. Bruce Beehler, Vera Westphal, and Phillip Hung.

AGREEMENT

1. PROJECT.

The 2012/13 Master Plan will address the entire Zoo, with an emphasis on Zoo facilities and areas that were not modified in the 1985 and 1997 plans. This plan will also address the major changes in facilities, infrastructure and internal traffic patterns that may result from the reconstruction of the Zoo Highway Interchange. A team consisting of professional planning consultants, the Department of Administrative Services Facilities Management Division staff, selected Zoo staff, and representatives of the Zoological Society will develop the plan. This team will retain one or more consultants to assist in the development of the Master plan. This Master Plan development will be divided into Stage 1 and Stage 2 below:

Stage 1 shall be an exploratory effort involving the conceptual development of multiple solution options for various master plan elements and issues.

Stage 2 shall be a synthesizing process combining elements selected from Stage 1 solutions into a cohesive overall plan for the Zoo grounds, programs and facilities.

2. CONSULTANT SELECTION.

Milwaukee County through the Department of Administrative Services Facilities Management Division (DAS-FMD) will issue a Request for Proposal for consultant services on or about October 1, 2012. The DAS-FMD representative conducting the review of the Preliminary Plans and the Final Plans and Specifications will be Phillip Hung (“DAS-FMD Project Architect”). The steering committee listed above in Recitals, Section E. will evaluate and grade all proposals.

A. The proposal will consist of the following elements.

- 1) **Table of Contents:** Include a clear identification of the material by section and by page number.
- 2) A letter signed by the **respondent** to the PROJECT MANAGER, briefly stating the proposing consultant’s understanding of the services to be provided and a positive commitment to perform the services as defined in the RFP. Indicate the number of addenda received, if any. The letter shall be two pages long or less.
- 3) **Organization Description:** A description of the organization submitting the proposal. Include the name, legal status (corporation, partnership, etc.), professional registration / certification.
- 4) **Sub-Consultants:** Indicate the names and addresses of any sub-consultants and/or associates in the proposed team. State the capacity they will be used in and the approximate percentage of the total services they will provide.
- 5) **DBE Participation:** This project requires a participation goal of 17% by one or more businesses certified by Milwaukee County as Disadvantaged Business Enterprises.
- 6) **Proof of Equal Opportunity Employer:** The Consultant shall be an Equal Opportunity Employer. Proof is required in that section of the Proposal.
- 7) **Fee Proposal:** In order to expedite the Agreement award process, each finalist is to completely fill in and include the attached Stipulated (Lump Sum) Standard Prime Consultant Agreement for Professional Services for Stage 1 services (do not include Stage 2 Services). Include all insurance forms as required per the agreement.
- 8) **Stage 1 Proposal:**
 - a) **Services, task and activities:** For each of the Master Plan Stage 1 elements and options described in Part II list the tasks and activities which shall be the required minimum services plus all additional efforts deemed necessary by the respondent for achieving the planning objectives.
 - b) **Fee Proposal Breakdown for Stage 1 Services:** On a page containing the project title and the submitting firm’s name, as well as the page title: **Fee Proposal Breakdown for Stage 1 Services**, enter the line items breakdown of the proposed fee according to the services, tasks and activities listed in a) above and other itemized fees not listed therein.
 - c) **Constant Effort:** Provide a detailed breakdown (spreadsheet format) of the direct hours by task, position, and person to complete Stage 1 of the project as described in this RFP information packet.
 - d) **Schedule for Stage 1 Services:** Provide a bar chart format schedule indicating the sequence, timeline, and relationship of services, tasks and activities listed in a) above for the completion of Stage 1 Master Plan.

9) **Stage 2 Proposal:**

- a) **Services, task and activities:** For each of the Master Plan Stage 2 elements described in Part II list the tasks and activities which shall be the required minimum services plus all additional efforts deemed necessary by the respondent for achieving the planning objectives.
- b) **Fee Proposal Breakdown for Stage 2 Services:** On a page containing the project title and the submitting firm's name, as well as the page title: **Fee Proposal Breakdown for Stage 2 Services**, enter the line items breakdown of the proposed fee according to the services, tasks and activities listed in a) above and other itemized fees not listed therein.
- c) **Constant Effort:** Provide a detailed breakdown (spreadsheet format) of the direct hours by task, position, and person to complete Stages of the project as described in this RFP information packet.
- d) **Schedule for Stage 2 Services:** Provide a bar chart format schedule indicating the sequence, timeline, and relationship of services, tasks and activities listed in a) above for the completion of Stage 2 Master Plan.

10) **Qualifications Statements:**

- a) Zoo planning experience: List all Zoo planning projects and information on locations, sizes, target improvement budgets, year work completed and contacts
- b) Non-zoo recreation facilities planning projects: List all planning projects for recreation facilities, such as amusement parks and multi-facilities cultural complexes and information on locations, sizes, target improvement budgets, year work completed and contacts.
- c) Stand alone zoo exhibit planning experience: List all planning and or design of stand alone zoo exhibits projects and information on locations, sizes, target improvement budgets, year work completed and contacts.
- d) Stand alone non-zoo recreation facilities planning experience: List all planning and or design of stand-alone non-zoo recreation facility projects and information on locations, sizes, target improvement budgets, year work completed and contacts.
- e) Professional capacity of organization: Indicate the size of professional staff and the median size of the professional staff within the last 5 years
- f) Organizational characteristics: Indicate the median length of employment among the staff and the average length of employment among the lower half of the staff.
- g) Individual qualifications: State in details the qualifications of the respondent, and those of subconsultants if any.
- h) Where appropriate, indicate the qualifications applicable to Stage 1 services, and those applicable to Stage 2 services.
- i) Provide resumes of individuals who will be assigned to this project.
- j) Include materials of (3) sample projects in a bound 8-1/2x11 document illustrating the quality of work to be expected for the Milwaukee Zoo project.

B. The grading criteria will consist of the following elements.

2. Proposal Grading Criteria: Total = 100 points

- A. Responsiveness to and compliance with proposal contents and format requirements: 20 points
 - B. Zoo planning experience: 20 points.
 - C. Non-Zoo recreation facilities planning experience: 10 points
 - D. Stand alone zoo exhibit planning-design experience: 10 points
 - E. Stand alone non-zoo recreation facilities planning-design experience: 5 points
 - F. Organization capacity and characteristics : 5 points
 - G. Qualifications of individuals: 10 points
 - H. Utilization of subconsultants: 5 points – based on appropriate level of involvement
 - I. Plan to utilize DBE firms: 5 points
 - J. Qualify of sample projects: 10 points
3. **Presentation and Final Evaluation: Total = 100 points**
- A. Clarity of presentation and ability to effectively communicate with the client: 25 points
 - B. Content of presentation and understanding of the nature of the project: 25 points
 - C. A demonstration of extraordinary insights for projects of this type and specification for this particular project: 20 points
 - D. Answers to interview questions: 15 points
 - E. Fee proposal and understanding of the weight of various service components: 15 points

3. PROJECT MANAGER.

Charles Wikenhauser, Zoo Director, shall serve as the Zoo’s Project Manager. Robert M. Davis, DVM, Society CEO/President, shall serve as the Zoological Society’s Project Manager.

4. PROJECT COSTS.

The total estimated cost of the Project is Three Hundred Thousand Dollars (\$300,000). The cost of Stage 1 will be approximately One Hundred Thousand Dollars (\$100,000) and the cost of Stage 2 will be approximately Two Hundred Thousand Dollars (\$200,000). This cost will be shared equally between the County and the Society and in no event shall the aggregate cost exceed Three Hundred Thousand Dollars (\$300,000). In no event shall the Society be responsible for more than \$50,000 of the costs for Stage 1 or \$100,000 of the costs for Stage 2. The County will invoice the Society for its share of the costs according to a schedule and on such other terms as will be mutually agreed upon by both parties. The County may spend additional funds to further develop concepts or projects within the master plan without the consent of the Society; provided that in the event the County elects to do so in no event shall the Society be responsible for any costs related thereto.

5. WAIVER AND AMENDMENT

No provision of this Agreement shall be deemed waived or amended except by a written instrument unambiguously setting forth the matter waived or amended and signed by the party against which enforcement of such waiver or amendment is sought. Waiver of any matter shall not be deemed a waiver of the same or any other matter on any future occasion.

6. JOINT VENTURE

None of the agreements contained herein is intended, nor shall the same be deemed or construed, to create a partnership between the County and the Society, to make them joint venturers.

7. CAPTIONS.

Captions are used throughout this Agreement for convenience or reference only and shall not be considered in any manner in the construction or interpretation of this Agreement.

8. SEVERABILITY

If any of the terms or provisions contained herein shall be declared to be invalid or unenforceable by a court of competent jurisdiction, then the remaining provisions and conditions of this Agreement, or the application of such to persons or circumstances other than those to which it is declared invalid or unenforceable, shall not be affected thereby and shall remain in full force and effect and shall be valid and enforceable to the fullest extent permitted by law.

9. CONSTRUCTION

This Agreement involves property located within the State of Wisconsin and shall be construed according to the laws of the State of Wisconsin.

10. ENTIRE AGREEMENT

This Agreement constitutes the entire agreement between the parties with respect to the subject matter hereof, and there are no other representations, warranties, or agreements except as herein provided.

11. COUNTERPARTS

This Agreement may be executed in one or more counterparts, each of which shall be deemed an original.

12. BINDING EFFECT

The terms and conditions of this Agreement shall be binding upon and benefit the parties hereto and their respective successors and assigns.

IN WITNESS WHEREOF, the County and the Society have entered into this Agreement as of the date first above written.

SOCIETY:

COUNTY:

**ZOOLOGICAL SOCIETY OF
MILWAUKEE COUNTY**, a
Wisconsin not-for-profit corporation

MILWAUKEE COUNTY

By: _____
Robert M. Davis, DVM, Society CEO/President

By: _____
Charles Wikenhauser

Director, Milwaukee County Zoo

By: _____
Rich Tennesen, Chairman
Board of Directors

**Approved as to form and Independent
Construction Manager status by
Corporation Counsel**

By: _____
Print Name: _____
Date: _____

Reviewed by County's Risk Manager

By: _____
Cindy VanPelt

| Date: _____

Deleted: ¶
-----Section Break (Next Page)-----

Addendum No. 2 to Contract Agreement

August 23, 2012

To: All Interested Consultants

Subject: Request for Proposals (RFP) To Provide Professional Services as Prime Consultant for Master Planning – Addendum No. 1 (to Contract Agreement).

Project Name: Milwaukee County Zoo Master Plan 2011-2013

Project Location: Milwaukee County Zoological Gardens
10001 W. Bluemound Rd., Milwaukee, Wisconsin

Project No.: Z600-11440

Proposal Due Date: 2 PM, Friday, September 21, 2012.

Addendum No. 2 to Contract Agreement

This addendum to the Request for Proposal (RFP) is issued to modify, explain or correct the original documents, dated August 20, 2012, and is hereby made part of the RFP. Acknowledge receipt of this addendum is required for a proposal to be considered.

Item #1

Revision to Contract Agreement Section 12.4 - Replace the following clause:

**“Contractor/Consultant shall submit with its bid/proposal,”
with the following”**

“Contractor/Consultant shall, within 3 days of receiving from Owner a notice of intend to award contract, submit,”

Item #2

Revision to Addendum #1 – Proposal Due Date: Change the day from “Wednesday” to “Friday”

End of Addendum No. 2

Addendum No. 3

August 27, 2012

To: All Interested Consultants

Subject: Request for Proposals (RFP) To Provide Professional Services as Prime Consultant for Master Planning – Addendum No. 2.

Project Name: Milwaukee County Zoo Master Plan 2011-2013

Project Location: Milwaukee County Zoological Gardens
10001 W. Bluemound Rd., Milwaukee, Wisconsin

Project No.: Z600-11440

Proposal Due Date: 2 PM, Friday, September 21, 2012.

Addendum No. 3

This addendum to the Request for Proposal (RFP) is issued to modify, explain or correct the original documents, dated August 20, 2012, and is hereby made part of the RFP. Acknowledge receipt of this addendum is required for a proposal to be considered.

Addendum 3 Item #1

Revision to Request for Proposal (RFP) Part I Section B Item 3-A-6) DBE Participation - Replace the entire statement with the following:

“The successful professional service provider shall comply with CFR 49 Part 26 and Chapter 42 of the Milwaukee County Ordinances, which requires Good Faith Efforts (GFE) to achieve participation of certified Disadvantaged Business Enterprise (DBE*) firms on all USDOT and Milwaukee County funded professional service contracts. In accordance with this Milwaukee County policy and US DOT requirements, the consultant/service provider shall ensure that DBEs have an opportunity to participate in this project/contract. The efforts employed by the consultant/service provider should be those that one could reasonably expect a consultant/service provider to take if the consultant/service provider were actively and aggressively trying to obtain DBE participation sufficient to meet the DBE contract goal. **This project has a DBE participation goal of 17% of the total contract amount.** Mere *pro forma* efforts are not good faith efforts to meet the DBE contract requirements. (49 CFR §26.53 and Appendix A to 49 CFR, Part 26, provide guidance regarding GFE). For searchable lists of Milwaukee County certified DBEs by name or classification, go to

<https://app.mylcm.com/wisdot/Reports/WisDotUCPDirectory.aspx>

Additional assistance in identifying DBEs and understanding procedures regarding the DBE Program is available by contacting the Community Development Business Partners Department of Milwaukee County (CDBP) at (414) 278-52483.”

Addendum 3 Item #2

Revision to Request for Proposal (RFP) Part I Section D Item 4 DBE Participation - Replace the entire statement with the following:

"Refer to RFP Section B Item 3-A-6) revised by addendum #2, and Contract Agreement Section 12.4 revised by Addendum #2 for DBE participation requirements. The "notice of intend to award contract" indicated in the revised Contract Agreement Section 12.4 may or may not be issued at the conclusion of finalists interviews, and shall only be issued upon the finalization of all contract terms including but not necessarily limited to revisions to scope of service and or contract fees, if any."

End of Addendum No. 3

**COUNTY OF MILWAUKEE
INTEROFFICE COMMUNICATION**

DATE: July 27, 2012

TO: Supervisor Gerry Broderick, Chairperson, Parks, Energy & Environment Committee

FROM: Gregory G. High, Director, AE&ES Section, DAS-Facilities Management

SUBJECT: Development of a Watershed-Based Storm Water Permit - Informational Report

Issue

Milwaukee County's participation in an alternative approach to storm water discharge permitting.

Background

In 2006, Milwaukee County was issued a permit from the Wisconsin Department of Natural Resources regulating discharges of storm water from outfalls located throughout Milwaukee County. That permit is currently in effect. In 2009, a group of municipalities that are geographically located within the Menomonee River watershed, initiated a series of meetings to explore the potential for an alternative form of storm water permit: one that is based on the watershed boundaries instead of based on geographic boundaries. These series of meetings were attended by a wide range of stakeholder organizations, including the municipalities located within the watershed as well as Milwaukee County, SWWT, SEWRPC, WDNR, and representatives from the US EPA. The meetings culminated on July 18, 2012 with the creation of a final draft version of a revised permit. This draft permit is relatively unique, and seeks to maximize the potential benefits of combined efforts of local governments working towards the common goal of improved water quality in the Menomonee River. If successful, this new approach could serve as a model for future permitting throughout the state and Midwest.

Participation in this alternative permit is optional. The Environmental Services Unit of the Facilities Division of DAS, who is responsible for negotiating and implementing the current permit, intends to participate in the proposed alternative.

Advantages of participating in this innovative permit are listed in Attachment A.

Recommendation

No action requested. Informational item unless further action required.

Supervisor Gerry Broderick

Page 2 of 2

July 27, 2012

Prepared by: Stevan Keith, Sustainability & Environmental Engineer

Approved By:

Greg High, P.E., Director
AE&ES Section, DAS-FM

Attachment: A. Fact sheet

cc: Marina Dimitrijevic, County Board Chairman
Chris Abele, Milwaukee County Executive
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 Division/DAS
Janelle Jensen, Parks, Energy & Environment Committee Clerk
Glenn Bultman, Research Analyst, County Board
Jessica Janz-McKnight, Research Analyst, County Board
Pat Farley, Director, DAS

Attachment A

Fact Sheet: Menomonee River Watershed-Based Stormwater Permit: *Cost-effectively achieving cleaner water*

Federal and state rules require municipalities to comply with stormwater permits in order to reduce water pollution. In the past, municipalities often worked separately to meet permit requirements. A new approach creates the opportunity to achieve large water quality benefits in a more cost effective way.

Building from an Existing Group

Eight Menomonee River watershed municipalities are currently participating in a group stormwater permit and the remaining municipalities have individual permits. As an alternative to the current group and individual permits, municipalities and key partners in the Menomonee River watershed are developing a regional stormwater permit for the entire watershed, linking governments together in an approach that more effectively targets specific water quality problems in the region. This new approach is supported by the EPA as a model for cost-effective innovation among governmental permit holders.

For municipalities, there are many benefits to participating in a watershed-based permit for the entire Menomonee River watershed, including:

- **Save taxpayer dollars** by sharing costs of regional pollution control measures that improve water quality and satisfy permit conditions for all participating municipalities, eliminating overlap of local governments in water quality efforts, and saving staff hours by issuing a single watershed-based report on public education and outreach.
- **Gain greater flexibility in achieving new Total Maximum Daily Load (TMDL) mandated pollution reduction requirements** through collaboration with neighboring municipal partners, without being restricted to pollutant trading guidelines which can place limitations on time, locations of best management practices, and accounting (trade ratios). Participating in joint permits gives governments the flexibility to meet the standards set in the new TMDLs collectively by treating the permit group as a single point source.
- **Improve water quality**, as joint permits can more effectively reduce stormwater pollution by ending the piecemeal approach to stormwater control and allowing all stakeholders in a watershed to share ideas and information.
- **Improve chances of winning grants** through collaborative projects, which are typically looked on more favorably by both public and private funders. Group permit holders will possibly receive additional points on Urban Nonpoint Source and Storm Water Management grant applications to the Wisconsin DNR.

Bottom Line: Participating in a watershed-based permit allows municipalities to more efficiently and cost-effectively achieve reductions in water pollution.

For more information, please contact Wisconsin DNR Water Resources Engineer Bryan Hartsook at 262-574-2129 or at Bryan.Hartsook@wisconsin.gov



DATE: September 4, 2012

TO: Supervisor Gerry Broderick, Chair, Committee on Parks, Energy and Environment
Supervisor Peggy Romo-West, Chair, Committee on Health and Human Needs

FROM: The Milwaukee County Youth Task Force

SUBJECT: An Informational Report outlining the recommendations set forth by the Milwaukee County Youth Task Force to establish and organize a committed programming plan for youth in Milwaukee County.

BACKGROUND

The Milwaukee County Youth Task Force (Task Force) was created by an adopted resolution in September 2011 (File Number 11-567) to address involvement barriers for youth in Milwaukee County. Beginning in March 2012, the Task Force met each month to discuss the following topics:

- Youth violence prevention
- Parks and recreation activities
- Public transportation/transit Issues
- Children's Court programming
- County-sponsored youth programs, including employment opportunities, a Milwaukee County Youth Commission and Youth Sports Authority (YSA)

In response to the directives laid out in the resolution, the Task Force collaborated to comprise a list of recommendations to address these concerns.

RECOMMENDATION

Milwaukee County Youth Task Force has outlined potential strategies that could increase the youth appeal in interacting with Milwaukee County resources, as well as offer alternative structured programming for youth to redirect their energy into positive community enrichment.

The Task Force divided into smaller groups to develop recommendations and possible solutions for each subcategory (Youth Programs, Transportation, Parks and Recreation, and Children's Court Programming). Each group had a different style and approach for outlining the layout of



the recommendations; for example, sometimes the solution is included in the recommendation, and sometimes the issues are identified separately from the solutions.

The Task Force respectfully recommends for the respective committees to review the recommendations:

Youth Programs

Many youth issues in Milwaukee come from youth having too much free time and getting into trouble due to a lack of monitored activity. Constructive activities that can help engage youth in activities they enjoy or can learn from help youth stay out of trouble.

Programs such as the Youth Sports Authority (YSA) could be a massive problem solver for the county by promoting passions in the youth. The problem with the use of the YSA is a lack of diversity in programming and a lack of awareness. Many students and agencies have no idea this program exists, and those that do may think the YSA caters only to those who enjoy big name sports. Therefore, some improvements could cause this program to be far more successful:

- Make students and agencies more aware of the YSA through better promotion and advertising via schools, social networking, etc.
- Add a great diversity of recreational activities under YSA from swimming to skateboarding and let the students know what they can do

Another idea is to not only occupy youth, but have them improve their own futures by reinstating the Milwaukee County Youth Council. Reinstating the council could give youth a healthy outlet for their time and making minor improvements to the council will allow youth to have a sense of control/power within county government.

- Reinstating the Milwaukee County Youth Council
- Allow the council to communicate with youth via Newsletter/Social Network
- Remain open to general improvements to the Council



- Give the council an opportunity to communicate and collaborate with other youth councils in other municipalities.

Transportation

These are our issues and recommendations:

1. Safety Issues

- Better collaboration with MPD & Sheriff's Dept.
- Security on shuttle/Flyer buses (Summer Festivals)
- Create PSAs/Social Media Campaign centered around bus safety/respect/responsibility
- Collaborate with other groups to advance message

2. Lack of Sustainability

- Find Creative ways to fund buses and find dedicated funding source
- Work with Municipalities

3. Youth Employment

- Youth jobs within MCTS (cleaning, bus aides, bus stop ambassadors, internships)

4. Garbage/Poor Maintenance of Bus Stops

- Work with City of Milwaukee DPW to install and maintain more garbage bins on or near bus stops
- Clean shelters and Buses more often
- Provide more shelters

5. Lack of Access to Transportation

- Addition transit options to high traffic areas (i.e. Bradford Beach) and neighborhood centers for youth
- Creation of County Bike Sharing Program
- Special Fare deals for events at Milwaukee County Parks and Festivals



Parks and Recreation

In the community of Milwaukee, finding employment is somewhat of a struggle for the youth. Expanding youth employment would not only occupy the youth's time with something constructive, but it will also assist in making the process of cleaning parks easier with more people contributing.

These are our recommendations:

1. Youth Employment Portal

- When looking at the Milwaukee County Parks website, there should be a clear tab to find employment opportunities
- Should clearly state employment and programming opportunities
- County calendar with all events stated clearly and open to the community

2. Expand the Milwaukee Conservation Corp (MCC)

- Employ more youth
- Credit opportunities via internships

3. Create Youth Advisory Board

- Help monitor and promote park activities and employment opportunities
- Attempt to find employment opportunities within the park system
- Plan and coordinate events.

Children's Court Programming

Issues

- There is a disconnection between local municipalities' law enforcement and the county's Children's Court system.



- The intake process for youth entering the system is fairly lengthy and disorganized.
- Youth who have received tickets throughout the county might be categorized differently from city to city; for example, they might have 6-7 tickets total but only 1-2 per city.
- When youth get in trouble with law enforcement they are not always convinced that they have the same rights as every other American citizen; increased communication of all those rights is needed.
- A lot of the rehabilitation programs funded by the state in the county for youth tend to overlap.
- Youth who are being taken into the Children's Court system need to be given a mental health/psychological assessment earlier in the process.

Solutions

- Creating more opportunities and understanding between the municipalities and the County's children court system.
- Creating a system to organize appointments with the staff of children's court.
- A database should be created to track all ticket records across municipalities
- Handing out resources in the form of a pamphlet or card listing all their rights.
- We recommend that there be an audit of all the programs regarding juvenile rehabilitation. This will then lead to discovery of the overlaps in programming, and save the county money.
- We believe to actively and correctly identify risk factors of a juvenile, the YAZ assessment must be performed earlier for youth before they end up in a juvenile detention facility. This way, we can more effectively help youth and provide them with the most appropriate form of rehabilitation.



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

Date: September 7, 2012

To: Marina Dimitrijevic, Chairwoman, County Board of Supervisors

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

Subject: Claim Resolution Agreement – Action Item

ISSUE

The Department of Parks, Recreation and Culture (DPRC) respectfully requests authorization to enter into a Claim Resolution Agreement with DuPont (see attachment).

BACKGROUND

In May 2011 DPRC applied Imprelis to certain areas of turf at the Boerner Botanical Gardens to kill and control broadleaf weeds. Imprelis is manufactured by DuPont and was hailed to be an environmentally friendly herbicide. Unfortunately, Imprelis has now been linked to the deaths of thousands of trees across the country.

DPRC began to notice the adverse impacts attributed to Imprelis shortly after application. Several trees have died as result of coming into contact with the herbicide, while others are able to be saved if properly cared for. After notifying DuPont of the damages to DPRC's trees, DuPont sent DPRC an Imprelis Claim Form. In November 2011 DPRC submitted its claim to DuPont, identifying twelve (12) dead trees needing to be removed and replaced, and eight (8) trees needing to be treated for exposure to Imprelis.

On August 22, 2012 DPRC received from DuPont a claim evaluation notice and Claim Resolution Agreement. In settlement of any claims DPRC has against DuPont, DuPont is offering to:

- Remove the twelve (12) dead trees from the Gardens
- Pay DPRC \$24,580.00 to replace the twelve (12) dead trees
- Pay DPRC \$1,800.00 to provide for new tree maintenance
- Pay DPRC \$2,224.00 to purchase tree care for the other eight (8) affected trees
- Pay DPRC \$4,935.60 for expenses incurred as result of the damages to the trees



- Provide DPRC with a limited warranty for damages (if any) to trees caused by Imprelis arising in the future

In agreeing to accept services and payment from DuPont relating to the damaged trees, DPRC must also agree to waive its right to file or participate in any lawsuit related to Imprelis and to bring any remaining disputes in arbitration.

DPRC finds the settlement offer acceptable, and is requesting authorization to enter into the Claim Resolution Agreement. The agreement has been reviewed by DPRC staff and Corporation Counsel.

And, fortunately, this was the only location and the only application of Imprelis on DPRC property.

RECOMMENDATION

The Interim Parks Director respectfully recommends that the DPRC be authorized to enter into a Claim Resolution Agreement with DuPont in settlement of claims DPRC may have against DuPont related to DPRC's application of Imprelis on DPRC property.

Prepared by: Laura Schloesser, Chief of Administration

Recommended by:

Approved by:

Laura Schloesser, Chief of
Administration and External Affairs

James Keegan, Interim Parks
Director

Attachment: Claim Resolution 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
Kimberly Walker, Corporation Counsel

(ITEM NO.) From the Interim Director, Department of Parks, Recreation and Culture, requesting authorization to enter into a Claim Resolution Agreement with DuPont in settlement of claims the department may have against DuPont related to tree damage caused by the application of the herbicide Imprelis on park property, by recommending adoption of the following:

A RESOLUTION

WHEREAS, in May 2011 the Department of Parks, Recreation and Culture (DPRC) applied the herbicide Imprelis to turf at the Boerner Botanical Gardens to kill and control broadleaf weeds; and

WHEREAS, Imprelis is manufactured by DuPont and was hailed to be an environmentally friendly herbicide; and

WHEREAS, unfortunately, Imprelis has been linked to the deaths of thousands of trees across the country; and

WHEREAS, shortly after applying Imprelis at the Gardens, DPRC began to notice the adverse impacts associated with Imprelis to the trees within the area of application; and

WHEREAS, since the application, twelve (12) trees have died and eight (8) trees are in need of treatment for exposure to Imprelis; and

WHEREAS, DPRC contacted DuPont about the damages and DuPont sent DPRC an Imprelis Claim Form; and

WHEREAS, DPRC submitted its claim to DuPont, and DuPont has evaluated DPRC's claim; and

WHEREAS, in settlement of any claim DPRC may have against DuPont related to the damaged trees, DuPont is offering to:

- Remove the twelve (12) dead trees from the Gardens
- Pay DPRC \$24,580.00 to replace the twelve (12) dead trees
- Pay DPRC \$1,800.00 to provide for new tree maintenance
- Pay DPRC \$2,224.00 to purchase tree care for the other eight (8) affected trees
- Pay DPRC \$4,935.60 for expenses incurred as result of the damages to the trees

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- Provide DPRC with a limited warranty for damages (if any) to trees caused by Imprelis arising in the future; and

WHEREAS, in agreeing to the accept services and payment from DuPont relating to trees on DPRC property, DPRC must also agree to waive its right to participate in any lawsuit related to Imprelis and bring any remaining disputes in arbitration; and

WHEREAS, DPRC finds DuPont’s offer acceptable; now, therefore

BE IT RESOLVED, that the Milwaukee County Board of Supervisors does hereby authorize DPRC to enter into a Claim Resolution Agreement with DuPont in settlement of any claims DPRC may have against DuPont related to trees damaged by DPRC’s use of Imprelis.

MILWAUKEE COUNTY FISCAL NOTE FORM

DATE: August 27, 2012

Original Fiscal Note

Substitute Fiscal Note

SUBJECT: The Department of Parks, Recreation and Culture is requesting authorization to enter into a Claim Resolution Agreement with DuPont.

FISCAL EFFECT:

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

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

	Expenditure or Revenue Category	Current Year	Subsequent Year
Operating Budget	Expenditure		
	Revenue	\$33,539.60	
	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 Claim Resolution Agreement with DuPont to settle DPRC's claims against the company for the deaths of and damages to several trees caused by DPRC's use of Imprelis, an herbicide manufactured by DuPont meant to kill broadleaf weeds. Imprelis has been found to be responsible for the deaths of thousands of trees across the country.

B. As reimbursement for the injured trees, DuPont is willing to: (i) remove twelve (12) trees from DPRC property; (ii) pay DPRC \$24,580.00 to purchase replacement trees; (iii) pay DPRC \$1,800.00 to provide for new tree maintenance; (iv) pay DPRC an additional \$4,935.60 for expenses incurred; and (v) provide a limited warranty for damages to other trees caused by Imprelis arising in the future. DPRC find DuPont's offer is acceptable.

C. No Impact.

D. None

Department/Prepared By Laura Schloesser

Authorized Signature _____

Did DAS-Fiscal Staff Review? Yes No

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

Please read this entire Claims Resolution Agreement (“Agreement”) carefully. By signing the Agreement, you agree to be bound by all of the terms and conditions set forth below.

CLAIM RESOLUTION AGREEMENT

This Claim Resolution Agreement (“Agreement”) is entered into between E.I. du Pont de Nemours and Company (“DuPont”) and an authorized owner of the property at 9400 BOERNER DR, HALES CORNERS, WI 53130. The authorized Owner (“Owner”) represents that he or she holds title to the property at issue, and that all other persons or entities holding a fee simple, leasehold or other possessory interest in the property have authorized Owner to execute this Agreement, to bind them to the terms thereof, and to make choices about and receive services and payment on their behalf.

TREE REMOVAL AND REPLACEMENT

There may be laws or regulations and/or neighborhood or homeowner association rules that address tree removal or replacement. Before any removal and/or replacement of trees can take place under this Agreement, Owner must make sure that such action is in compliance with such laws, rules and/or regulations.

REMOVAL AND DISPOSAL

Service: DuPont recommends removal for all trees listed in Table 1. DuPont will arrange for proper removal and disposal of these trees by paying STANO LANDSCAPING or a tree removal company designated by DuPont directly for this service on Owner’s behalf. Owner has the right to obtain and to retain samples from such trees or other materials of Owner’s choosing. If Owner so chooses, Owner should arrange at Owner’s expense to obtain and/or retain such materials. If trees listed in Table 1 have already been removed and disposed of properly, DuPont will pay Owner an amount to compensate Owner for removal of those trees. Owner will not receive payment for tree removal where DuPont has removed, arranged, or paid for the removal and disposal of a tree(s) prior to the Agreement.

REPLACEMENT

Payment: DuPont offers to pay Owner \$24,580.00 for the value of the trees listed in Table 1. Owner shall decide how to use this compensation and is not bound to purchase replacement tree(s). If Owner opts to use this compensation to replace trees, replacement tree or trees of the Owner’s choosing may be purchased from (a) STANO LANDSCAPING, (b) one of DuPont’s designated qualified tree replacers, or (c) a tree replacer of the Owner’s choosing. A list of designated qualified tree replacers is available at www.imprelis-facts.com. If Owner decides to purchase replacement tree(s) from a tree replacer other than those listed on the designated qualified tree replacer list, the Limited Warranty for new trees identified below may not apply. If Owner chooses to purchase a replacement tree from STANO LANDSCAPING, Owner should inquire about any applicable replacement tree warranty. Not all trees (particularly trees greater

than 20 feet tall) will be able to be replaced with precise equivalents. Table 5 represents a listing of tree replacement prices that have been agreed to by DuPont's designated qualified tree replacers for the particular species of trees to be removed from Owner's property. If Owner is unable to arrange for tree replacement with another tree or trees of the same species from one of DuPont's designated qualified tree replacers at the prices set forth in Table 5, Owner may contact DuPont at 1-866-796-4783 for assistance. DuPont will work with its designated qualified tree replacers or another company to ensure that, if Owner so chooses, Owner can receive another tree or trees of the same species at the value promised.

New Tree Maintenance: In addition, DuPont will pay Owner \$150.00 per removed tree for new tree maintenance of any replacement trees.

Qualified Tree Replacer Limited Warranty for Replacement Trees: Each replacement tree planted by DuPont's designated qualified tree replacers will be covered by a two-year replacement guarantee supported by DuPont's designated qualified tree replacers. If Owner believes that the tree replacement guarantee is not being honored by DuPont's designated qualified tree replacers, Owner should contact DuPont at 1-866-796-4783 for assistance.

Any replacement tree will be planted in a workmanlike manner according to standard industry practice. Subject to the limitations below, any replacement tree that does not survive the period extending two years from the date of planting will be replaced by a tree of the same or similar value. A tree will only be replaced once during the warranty period. A new guarantee will not extend to a replacement tree planted during the warranty period.

The warranty excludes any damage to a tree outside of DuPont's designated qualified tree replacers' control and specifically excludes any tree damage resulting from acts of nature such as severe weather conditions, wind, hail, low temperature, drought, flooding, or storm damage; damage caused by humans or animals, including mowing, plowing, digging; damage caused by insects or disease; and damage attributable to an Owner's failure to properly care for a replacement tree, such as improper watering, pruning, and fertilization. The limited warranty provided by DuPont's designated qualified tree replacers excludes any tree damage relating to Imprelis®.

TREE CARE

Payment: DuPont recommends tree care for the trees listed in Table 2, as care is required for these trees to have the best chance to thrive. DuPont will pay Owner \$2,224.00 so that Owner can provide tree care for each of these trees. DuPont recommends that Owner consult an arborist or lawn care professional for assistance in purchasing and/or ascertaining proper tree care for the trees listed in Table 2. Tree care for each tree may include pruning, shaping, watering, insect spraying, and other care.

Reassessment. If a tree receiving tree care remains alive at the end of the DuPont Limited Warranty period set forth below, but Owner reasonably believes that it will not recover because of its exposure to Imprelis®, DuPont will, at Owner's request, reassess the tree for possible removal and replacement or reasonable compensation. If a tree receiving tree care dies during

the DuPont Limited Warranty period set forth below because of its exposure to Imprelis®, DuPont will arrange to remove and replace the tree or provide reasonable compensation for the value of the tree. Owner should make any requests under this subparagraph by calling 1-866-796-4783. DuPont will not be responsible for reassessment, removal, replacement or compensation for any tree for which Owner has failed to provide appropriate care. When requesting reassessment of a tree, Owner agrees to provide adequate documentation, such as receipts, invoices, or other information, to verify that the Owner provided appropriate tree care to the trees identified on Table 2.

Important: If Owner removes (or authorizes anyone else to remove) any tree identified on Table 2 at a future time, Owner agrees that the removal and disposal will be performed in accordance with the instructions listed at www.imprelis-facts.com.

ADDITIONAL PAYMENT

In addition to the above, DuPont will make an additional payment to Owner. The amount of the additional payment is listed in the bottom row of Table 4, and represents 15% of the total value of the other payments and services DuPont is providing. This additional payment of \$4,935.60 is intended to compensate Owner for all other potential Imprelis®-related claims against DuPont that may exist, including but not limited to any claims for loss of aesthetic enjoyment; loss of use; loss in property value; or claimed damage to other trees, shrubs, grasses, or other plants.

DUPONT LIMITED WARRANTY

DuPont warrants against any damage to any tree on Owner's property (including replacement trees) caused by Imprelis® until December 31, 2013, or in the case of replacement trees, until a date two years after the date of planting. In the event that the Owner's property is sold, this limited warranty transfers with the property to the new owner. If Owner believes that a tree covered by this warranty has experienced damage caused by Imprelis®, it shall promptly inform DuPont by sending a letter detailing such damage and the reason Owner believes it is caused by Imprelis® to:

DuPont Imprelis® Claims Resolution Process
c/o Epiq Systems
757 Third Avenue, 3rd Floor
New York, NY 10017

This warranty does not apply to trees recommended to receive tree care for which Owner has failed to provide the appropriate care.

RELEASE AND NOTICE

As consideration for the above, Owner agrees to forever release, acquit, and discharge DuPont, any third-party individuals or entities that applied or arranged for the application of Imprelis® on Owner's property, and any Imprelis® distributors; and all of their respective principals, agents, officers, directors, stockholders, owners, partners, employees, attorneys, sureties, insurers, successors, predecessors, assigns, and all affiliated corporations and entities, including their

sureties, insurers, and attorneys, or any other insurer, and each of them (collectively, the "Released Parties") from any and all liabilities, actual and potential claims, demands, and causes of action, of whatever nature, whether known or unknown, foreseen or unforeseen, asserted or unasserted, that exist between or among Owner and any Released Party or Parties as related to Imprelis® or the application of Imprelis® to the Owner's property, this Agreement and the events surrounding its negotiation and execution, including but not limited to claims for fraud and fraudulent inducement. Owner warrants and represents that he/she/it has not assigned and will not attempt to assign to any party any rights related to the matters covered by this Release and Settlement Agreement. Additionally, Owner warrants and represents that he/she/it will not seek compensation from any other party, including but not limited to any insurance company relating to the matters covered by this Release and Settlement Agreement. This release does not include claims made under the DuPont Limited Warranty.

Owner and DuPont agree that no medical claim has been made or released by Owner that would implicate the Medicare Secondary Payer Act or the Medicare, Medicaid, and SCHIP Extension Act of 2007.

In executing this release, Owner understands and acknowledges that it may discover facts (including but not limited to facts about Imprelis® or DuPont) or damages, or incur damages that were unknown or unanticipated at the time this Agreement was signed. Even so, Owner expressly, knowingly, and voluntarily agrees that Owner's decision to enter into this Agreement is made with regard to such possible future discoveries, and the Agreement cannot be reopened in light of any such future discoveries.

NOTICE: DuPont advises Owner that other property owners have filed lawsuits against DuPont, including those seeking to certify class actions of which Owner may be a putative member. These lawsuits allege, among other things, that DuPont failed adequately to test Imprelis® before releasing it to the market and failed to include appropriate warnings about the harm that Imprelis® could cause to non-target vegetation. Plaintiffs in these lawsuits seek compensatory damages, statutory damages, punitive damages, and other types of relief that may be greater than that available in this claims process.

Many of those lawsuits have been consolidated in In re Imprelis Herbicide Marketing, Sales Practices and Products Liability Litigation, Case No. 2:11-md-02284-GP in the U.S. District Court for the Eastern District of Pennsylvania. The Court has appointed the following counsel for Plaintiffs:

Liaison Counsel

- **Robert Kitchenoff of WEINSTEIN KITCHENOFF & ASHER LLC, 1845 Walnut Street, Suite 1100, Philadelphia, Pennsylvania 19103, (215) 545-7200.**

Co-Lead Counsel

- **Richard J. Arsenault of NEBLETT, BEARD & ARSENAULT, 2220 Bonaventure**

Court, P.O. Box 1190, Alexandria, Louisiana 71301, (800) 256-1050;

- **Adam J. Levitt of WOLF HALDENSTEIN ADLER FREEMAN & HERZ LLC, 55 West Monroe Street, Suite 1111, Chicago, Illinois 60603, (312) 984-0000;**
- **Hollis L. Salzman of LABATON SUCHAROW LLP, 140 Broadway, New York, New York 10005, (212) 907-0700; and**
- **Jonathan D. Selbin of LIEFF CABRASER HEIMANN & BERNSTEIN, LLP, 250 Hudson Street, 8th Floor, New York, New York 10013, (212) 355-9500.**

Copies of any complaints are available on request from DuPont. By signing this release, in exchange for the relief provided by DuPont, Owner is foregoing any right to participate in any of these other actions or to otherwise file suit against DuPont for claims released. OWNER UNDERSTANDS THAT IT HAS THE RIGHT TO SEEK LEGAL COUNSEL OF OWNER'S OWN CHOICE BEFORE SIGNING THIS AGREEMENT.

NO ADMISSIONS OR CONCESSIONS

This Agreement shall not in any way be construed or deemed to be evidence or an admission or a concession of any fault, liability, fact or amount of damages, or any other matter whatsoever on the part of any party to this agreement.

OWNER'S REPRESENTATIONS, COVENANTS, AND WARRANTIES

Owner represents, covenants, and warrants that:

- it has not assigned, transferred, encumbered, or otherwise impaired its rights to settle any claims released by the Agreement; AND
- it will pay or otherwise resolve all known liens asserted in or arising out of this matter, including any liens asserted by Owner's attorney, insurers or others.

ARBITRATION AGREEMENT

Owner and DuPont agree that any and all claims or disputes of whatever nature between Owner and DuPont and/or any Released Party or Parties that arise out of or relate to Owner's claims, Imprelis®, or this Agreement (including but not limited to those relating to the DuPont Limited Warranty, this Agreement and the events surrounding its negotiation and execution) in any way must be resolved through mandatory, binding arbitration, rather than litigation in court. This Agreement shall be enforced pursuant to the Federal Arbitration Act, 9 U.S.C. § 1 *et seq.* **An arbitrator, not a judge or jury, will decide any dispute. DuPont and Owner hereby specifically waive any right to trial by jury.** If any part of this paragraph is found to be unenforceable by any court or arbitrator, then the Agreement is invalid.

- a) Class Action Waiver. Owner agrees that any and all claims or disputes between it and any Released Party or Parties that arise out of or relate to this Agreement (including the DuPont Limited Warranty) in any way will be arbitrated on an individual basis and that there will be no class or representative actions in arbitration. Owner agrees not to participate in a class or representative action against any Released Party or Parties and agrees to affirmatively opt out

of such a class, if the class action asserts claims that would fall within the scope of the Release if they were asserted directly by Owner. Owner and DuPont agree that this class action waiver is an essential part of this Agreement and that the class action waiver may not be severed from this Agreement. If this class action waiver is found to be unenforceable by any court or arbitrator, then the Agreement is invalid.

- b) Choice of Arbitrator, Fees and Costs. All arbitrations shall be conducted before the CPR International Institute for Conflict Prevention and Resolution (www.cpradr.org, 1-212-949-6490). The CPR Fast Track Arbitration Rules will apply in any arbitration. Arbitration fees, not including attorney's fees and costs, shall be borne by DuPont.
- c) Limit on Relief in Arbitration. DuPont and Owner agree that an arbitrator may only award such relief as a court of competent jurisdiction could.

MISCELLANEOUS

Mandatory Disclosures. State and local laws may require that Owner disclose to potential buyers the existence of pending Imprelis® claims, as well as the warranties set forth in the Agreement. Owner may consult with an attorney of its choosing at any time regarding disclosure obligations that may arise during sale of this property.

Choice of Law. This Agreement is made and shall be construed, interpreted, enforced, and governed in all respects under the laws of the State of Delaware, without giving effect to any choice of law or conflict of law provision or rule that would cause the application of the laws of any other jurisdiction.

Severance. Aside from specific exceptions explicitly noted in the Agreement, if any provision, or any portion of any provision, of this Agreement is held to be illegal, invalid, or contrary to public policy by a court of competent jurisdiction, such provision shall be deemed to be severed and deleted; neither such provision, nor its severance and deletion, shall affect the validity of the remaining provisions of this Agreement.

Integration. This Agreement memorializes and constitutes the entire agreement and understanding between and among DuPont and Owner, and supersedes and replaces all prior negotiations, proposed agreements, and agreements, whether written or unwritten. Owner acknowledges that no Released Party, or any agent or attorney of any Released Party, has made any promise, representation, or warranty whatsoever respecting this Agreement, and that Owner has not relied on any such promise, representation, or warranty.

Heirs and Successors Bound. This Agreement shall be binding upon and inure to the benefit of DuPont and Owner hereto and their respective heirs, personal representatives, successors and assigns, and any corporation, partnership or other entity into or with which any party hereto may merge, consolidate or reorganize.

DuPont and Owner have fully read and understood the terms and conditions above, and agree to be bound by them.

Signed,

E.I. du Pont de Nemours and Company

A handwritten signature in black ink, appearing to read "C. Steven Williams", written in a cursive style.

C. Steven Williams
Manager Claims Resolution

Authorized Property Owner

If signature is by a trustee, executor, administrator, attorney-in-fact, officer of a corporation or other acting in a fiduciary or representative capacity, it must be so indicated and **proper evidence of authority satisfactory to DuPont, must be submitted**. A tax identification number **must** be provided for all non-residential properties, including golf courses, corporations, and companies.

The Property Owner must have a witness present when signing this Agreement. The witness must then sign the signature line below and provide the specified contact information. The Owner must return all pages of the Agreement (including the Tables).

The Undersigned represents that
I have full authority to sign.

Authorized Property Owner:

Witness:

Signature

Signature

Printed Name

Printed Name

Title (if applicable)

Date

Business Name (if applicable)

Address

Social Security or Tax ID No.
Required for Payment Purposes

City, State Zip

Date

Telephone Number

**TABLE 1
TREES RECOMMENDED FOR REMOVAL AND REPLACEMENT**

Tree No.	Tree Species	Height (feet)	Removed Tree Value
1	Spruce Norway	21	\$2,500.00
6	Spruce Black Hills	15	\$1,000.00
7	Spruce Norway	19	\$1,910.00
8	Spruce Norway	22	\$2,500.00
10	Spruce Norway	22	\$2,500.00
11	Spruce Norway	25	\$3,500.00
12	Spruce Norway	19	\$1,910.00
13	Spruce Norway	19	\$1,910.00
14	Spruce Norway	19	\$1,910.00
15	Spruce Norway	18	\$1,120.00
16	Spruce Norway	19	\$1,910.00
17	Spruce Norway	19	\$1,910.00

**TABLE 2
TREES RECOMMENDED FOR CARE PROGRAM**

Tree No.	Tree Species	Height (feet)	Service Value
2	Spruce Norway	29	\$320.00
3	Spruce Norway	27	\$320.00
4	Spruce Black Hills	15	\$180.00
5	Spruce Black Hills	16	\$235.00
9	Spruce Norway	20	\$280.00
18	Amur Corktree	33	\$343.00
19	Locust Honey	34	\$460.00
20	Kentucky Coffee Tree	13	\$86.00

**TABLE 3
TREES RECOMMENDED FOR NO ACTION**

Tree No.	Tree Species	Height (feet)
N/A	N/A	N/A

**TABLE 4
VALUE OF COMPENSATION/SERVICES**

Category	Service or Payment	Value
Trees to be Removed	Service	\$4,300.00
Removed Tree Value	Payment	\$24,580.00
Replacement New Tree Maintenance	Payment	\$1,800.00
Care Program for Existing Trees	Payment	\$2,224.00
Total Claim Value		\$32,904.00
Additional Compensation -- 15% of Total Claim Value	Payment	\$4,935.60

**TABLE 5
REPLACEMENT VALUE TABLE**

1' H	2-4' H	5-6' H	7-8' H	9-10' H	11-12' H	13-14' H	15-16' H	17-18' H	19-20' H
\$30	\$90	\$230	\$360	\$520	\$650	\$930	\$1,000	\$1,120	\$1,910



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

Date: September 7, 2012

To: Marina Dimitrijevic, Chairwoman, County Board of Supervisors

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

Subject: Authorization to Submit Wisconsin Coastal Management Program Grant Applications

ISSUE

The Department of Parks, Recreation and Culture (DPRC) respectfully requests authorization to submit Wisconsin Coastal Management Program (WCMP) grant applications.

BACKGROUND

The WCMP supports the management, protection and restoration of Wisconsin's coastal resources, and increases public access to the Great Lakes. The Wisconsin Department of Administration (DOA) administers WCMP grants in collaboration with the Wisconsin Coastal Management Council (WCMC), the Office of Ocean and Coastal Resource Management (OCRM), and the U.S. Department of Commerce, through funding provided under the Coastal Zone Management Act of 1972.

The WCMP will make available approximately \$1.3 million in grants during the 2013-14 grant cycle for: coastal wetland protection and habitat restoration; nonpoint source pollution control; coastal resources and community planning; Great Lakes education; and public access and historic preservation. Projects totaling \$60,000 or less require a 50% local match. Projects larger than \$60,000 require a 60% local match. The local match may be in-kind goods or services, cash or a combination of the two.

RECOMMENDATION

The Interim Parks Director respectfully recommends that the DPRC be authorized to apply for one or more WCMP grants, and to undertake all actions and activities necessary to accept and implement WCMP grant awards offered to Milwaukee County.



Prepared by: Bill Waldron, Natural Resources Specialist

Recommended by:

Approved by:

Laura Schloesser, Chief of
Administration and External Affairs

James Keegan, Interim Parks
Director

Cc: County Executive Chris Abele
Amber Moreen, Chief of Staff, County Executive's Office
Kelly Bablitch, Chief of Staff, County Board
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

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(ITEM NO.) From the Interim Director, Department of Parks, Recreation and Culture, requesting authorization to apply for, accept and implement Wisconsin Coastal Management Program grants, by recommending adoption of the following:

A RESOLUTION

WHEREAS, the Wisconsin Coastal Management Program (WCMP) supports the management, protection and restoration of Wisconsin's coastal resources, and increases public access to the Great Lakes; and

WHEREAS, the WCMP will make available approximately \$1.3 million in grants during the 2013-14 grant cycle for: coastal wetland protection and habitat restoration; nonpoint source pollution control; coastal resources and community planning; Great Lakes education; and public access and historic preservation; and

WHEREAS, projects totaling \$60,000 or less require a 50% local match, projects larger than \$60,000 require a 60% local match, and the local match may be in-kind goods or services, cash or a combination of the two; and

WHEREAS, the Interim Director of the Department of Parks, Recreation and Culture respectfully recommends that the Department of Parks, Recreation and Culture be authorized to submit WCMP grant applications; now, therefore

BE IT RESOLVED, that the Milwaukee County Board of Supervisors does hereby authorize the DPRC to submit WCMP grant applications, and to undertake all actions and activities necessary to accept and implement WCMP grant awards offered to Milwaukee County.

MILWAUKEE COUNTY FISCAL NOTE FORM

DATE: August 27, 2012

Original Fiscal Note

Substitute Fiscal Note

SUBJECT: The Department of Parks, Recreation and Culture is requesting authorization to submit Wisconsin Coastal Management Program grant applications.

FISCAL EFFECT:

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

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

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

DESCRIPTION OF FISCAL EFFECT

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

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

The WCMP supports the management, protection and restoration of Wisconsin's coastal resources, and increases public access to the Great Lakes. The Wisconsin Department of Administration (DOA) administers WCMP grants in collaboration with the Wisconsin Coastal Management Council (WCMC), the Office of Ocean and Coastal Resource Management (OCRM), and the U.S. Department of Commerce, through funding provided under the Coastal Zone Management Act of 1972.

The WCMP will make available approximately \$1.3 million in grants during the 2013-14 grant cycle for: coastal wetland protection and habitat restoration; nonpoint source pollution control; coastal resources and community planning; Great Lakes education; and public access and historic preservation. Projects totaling \$60,000 or less require a 50% local match. Projects larger than \$60,000 require a 60% local match. The local match may be in-kind goods or services, cash or a combination of the two.

The Interim Parks Director respectfully recommends that the DPRC be authorized to apply for one or more WCMP grants, and to undertake all actions and activities necessary to accept and implement WCMP grant awards offered to Milwaukee County.

Department/Prepared By Bill Waldron

Authorized Signature _____

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.

Did DAS-Fiscal Staff Review? Yes No



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

Date: August 30, 2012

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

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

Subject: **City of Milwaukee Request for a Storm Sewer Easement – Action Item**

ISSUE

The Department of Parks, Recreation and Culture (DPRC) respectfully requests authorization to grant to the City of Milwaukee (City) a permanent easement so that the City may construct, operate and maintain a sewer and related improvements in and across DPRC property in Johnsons Park.

BACKGROUND

At present, the City owns and operates a storm sewer system serving the neighborhood located surrounding Johnsons Park. To help alleviate flooding in this area, the City plans to construct modifications to the system. The proposed modifications include the replacement of the existing storm sewer through Johnsons Park. (see Exhibit A).

DPRC has reviewed and approved the City's preliminary plans for these proposed improvements. The final proposed storm sewer alignment was chosen to minimize the impact to DPRC property. The proposed easement will provide the land rights to install, operate and maintain the sewer at no cost to the County. The City and DPRC have met to ensure that the potential impacts to County parkland from the proposed improvements within the subject area are minimal. The project is scheduled to be completed in early 2013. All areas disturbed by the construction, operation or

maintenance of the subject areas will be restored to DPRC specifications at no cost to the County. DPRC will collect \$1,000 permit fee for the easement. Appropriate County staff will review and approve all documents as required prior to execution.

RECOMMENDATION

The Interim Parks Director respectfully recommends that DPRC, Department of Administrative Services, Corporation Counsel and Risk Management staff be authorized to negotiate, prepare, review, approve, execute and record all documents and perform all actions required to grant a permanent easement to the City of Milwaukee for the construction, operation and maintenance of portions of the proposed storm sewer system. It is further recommended that the County Executive and County Clerk be authorized to execute the easements and required documents.

Prepared by: James Ciha, Landscape Architect/DPRC

Recommended by:

Approved by:

Laura Schloesser, Chief of
Administration and External Affairs

James Keegan, Interim Parks
Director

Attachment: Exhibit A – Proposed Storm Sewer Alignment

Cc: County Executive Chris Abele
Amber Moreen, Chief of Staff, County Executive’s Office
Kelly Bablitch, Chief of Staff, County Board
Supervisor, Gerry Broderick, Chair, Parks, Energy & Environment Committee
Supervisor, Jason Haas, Vice–Chair, Parks, Energy & Environment Committee
Supervisor Willie Johnson Jr., District 13
Vince Masterson, Fiscal Mgt. Analyst, Admin & Fiscal Affairs/DAS
Janelle Jensen, Parks, Energy & Environment Committee Clerk
Glenn Bultman, Research Analyst, County Board
Jessica Janz–McKnight, Research Analyst, County Board

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(ITEM NO.) From the Interim Director, Department of Parks, Recreation and Culture, seeking authorization to grant a permanent easement to the City of Milwaukee to allow for the construction, operation and maintenance of a sewer in and across certain portions of Johnsons Park, by recommending adoption of the following:

A RESOLUTION

WHEREAS, at present City of Milwaukee owns and operates a storm sewer system serving the neighborhood around Johnsons Park; and

WHEREAS, to help alleviate flooding in this area, the Village plans to construct modifications to the system; and

WHEREAS, the proposed modifications include the replacement of the existing sewer through the Park, and

WHEREAS, the final segment of this new sewer will carry storm water flows from this neighborhood directly to the other City of Milwaukee sewers near Johnsons Park, and

WHEREAS, the City of Milwaukee has requested that Milwaukee County grant it a permanent easement so that the City may construct, operate and maintain a segment of sewer and related improvements in and across DPRC property in Johnsons Park; and

WHEREAS, The Department of Parks, Recreation and Culture (DPRC) respectfully requests authorization to grant to the City of Milwaukee (City) a permanent easement; and

WHEREAS, the proposed easement will provide the land rights to install, operate and maintain the sewer at no cost to the County; and

WHEREAS, to allow the storm sewer relocation and replacement, a short portion of sewer will be located partially in and across Johnsons Park; and

WHEREAS, the final proposed storm sewer alignment was chosen to minimize the impact to DPRC property; and

WHEREAS, DPRC has reviewed and approved the City's preliminary plans

45 for their proposed improvements; and

46

47 WHEREAS, the project is scheduled to be completed in early 2013; and

48

49 WHEREAS, The City of Milwaukee will compensate the DPRC \$1,000 for the
50 requested easement; and

51

52 WHEREAS, the City and its contractors will perform all construction,
53 operation, maintenance and site restoration for these improvements at no cost
54 to the County; and

55

56 WHEREAS, Appropriate County staff will review and approve all
57 documents as required prior to execution; and

58

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

64

65 BE IT RESOLVED, that the Milwaukee County Board of Supervisors does
66 hereby authorize the Interim Parks Director, the Department of Administrative
67 Services, Risk Management, Corporation Counsel and Register of Deeds to
68 negotiate, prepare, review, approve, execute and record all documents, and
69 perform all actions as required to grant, execute and implement the required
70 permits and easements to the City of Milwaukee for the construction, operation
71 and maintenance of a sewer in and across portions of Johnsons Park; and

72

73 BE IT FURTHER RESOLVED that the County Executive and County Clerk are
74 authorized to execute the easement and required documents.

75

76

MILWAUKEE COUNTY FISCAL NOTE FORM

DATE: August 31, 2012

Original Fiscal Note

Substitute Fiscal Note

SUBJECT: Authorization to grant to the City of Milwaukee a permanent easement in and across a portion of Johnsons Park so that the City may relocate, construct, install and maintain a storm sewer.

FISCAL EFFECT:

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

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

	Expenditure or Revenue Category	Current Year	Subsequent Year
Operating Budget	Expenditure	0	0
	Revenue	\$1,000	0
	Net Cost	0	0
Capital Improvement Budget	Expenditure	0	0
	Revenue	0	0
	Net Cost	0	0

DESCRIPTION OF FISCAL EFFECT

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

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

- A. The City of Milwaukee has requested from Milwaukee County a permanent easement in Johnsons Park so the City may relocate, construct, install and maintain a new sewer.
- B. The City will compensate the DPRC with a one-time payment of \$1,000 for this easement.
- C. No impact
- D. None.

Department/Prepared By James Ciha/DPRC

Authorized Signature _____

Did DAS-Fiscal Staff Review? Yes No

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



Department of Public Works
Infrastructure Services Division

Ghassan Korban
Commissioner of Public Works

Preston D. Cole
Director of Operations

Jeffrey S. Polenske
City Engineer

July 31, 2012

Mr. Paul Kuglitsch
Milwaukee County Parks Department
9480 West Watertown Plank Road
Wauwatosa, WI 53226

Subject: Sewer Easement SE-2823 located in a block
bounded by North 20th Street, North 21st Street,
West Brown Street and West Garfield Avenue

Dear Mr. Kuglitsch:

We are transmitting herewith the original Sewer Easement SE-2823, which requires execution by Milwaukee County. After the document has been executed, please return the original document to my office for further processing and recording.

We will send you a copy of the document after it has been recorded with the Milwaukee County Register of Deeds.

If you have any questions, please call Mr. Tim Thur at (414) 286-2463.

Very truly yours,



Jeffrey S. Polenske, P.E.
City Engineer

JT TJT: sb

Enclosure

SB: 5-1

Kuglitsch.Transmittal Letter to County.SB.073012.5-1.doc

841 N. Broadway, Room 701, Milwaukee, Wisconsin 53202
Phone (414) 286-2400, Fax (414) 286-5994, TDD (414) 286-2025



SEWER EASEMENT

Document Number

Document Title

SEWER EASEMENT
SE - 2823

Drafted by:

City of Milwaukee
Department of Public Works

Recording Area

Name and Return Address

City of Milwaukee
Department of Public Works
Infrastructure Services Division
Environmental Engineering Section
841 North Broadway – Room 820
Milwaukee, WI 53202

350-0823-121

Parcel Identification Number (PIN)

THIS SEWER EASEMENT (the "EASEMENT"), made as of _____, 2012, is from Milwaukee County ("Grantor"), a municipal body corporate, to the CITY OF MILWAUKEE ("City"), a municipal corporation, and is for good and valuable consideration, the receipt and sufficiency of which are acknowledged.

1. **Grantor Parcel; Easement Area.** Grantor owns property in the City of Milwaukee, Wisconsin, with an address of 2001 West Garfield Avenue, Milwaukee, WI 53205, and a tax key number of 350-0823-121 (the "Parcel"), and Grantor is willing to grant to City a permanent easement in and to a part of that Parcel - which part is herein called the "Easement Area." The Easement Area is legally described on EXHIBIT A attached and is depicted on EXHIBIT B attached (Plan File No. 198-6-87).
2. **Easement Grant.** Grantor grants to City, and City accepts, a permanent easement in and to the Easement Area, together with the right of ingress and egress to the Easement Area, so City may enter the Parcel to use the Easement Area. Within the Easement Area, City may construct, operate, maintain, inspect, repair, enlarge, reconstruct, replace, and relocate, as City deems necessary, one 60-inch and two 66-inch diameter combined sewers and related facilities and appurtenances (collectively, the "Facilities").
3. **City Facilities Maintenance.** City is responsible for maintaining the Facilities.

4. **Easement Area Restriction.** No structures or improvements may be constructed within the Easement Area by Grantor except ordinary lawns, walkways, roadways, driveways and parking-lot surfacing (“**Permitted Improvements**”). If, in exercising City’s rights hereunder, City causes damage to, or removes, any Permitted Improvements, City shall replace or repair same, at City expense to substantially the same condition as existed previously. In no case shall the City be responsible for replacing aesthetic plantings.

5. **Hold Harmless.** City will hold Grantor harmless from loss or injury resulting from City’s willful or negligent acts or omissions under this Easement. Grantor will hold City harmless from loss or injury resulting from Grantor’s willful or negligent acts or omissions under this Easement. If there is joint negligence or culpability on the part of City and Grantor, liability shall be borne by them, respectively, in proportion to their respective negligence or culpability. The foregoing provisions are subject to legal defenses available, respectively, to City and to Grantor.

6. **Grantor Construction.** If Grantor constructs any structure, building, or improvement adjacent to the Easement Area, or any Permitted Improvement within the Easement Area, or if Grantor undertakes any other work within the Easement Area, Grantor assumes liability for any damage to the Facilities in the Easement Area.

7. **Charge.** No charge will be made against the Parcel or Grantor for the cost of construction, operation, maintenance, inspection, repair, enlargement, reconstruction or relocation of the Facilities in the Easement Area, except (a) when Grantor applies for a permit or approval to connect to the Facilities, the regular and customary connection permit fee in effect at the time of application shall be paid, and Grantor shall connect per City requirements, and (b) the sewer maintenance, user fees, and other sewer fees in effect for all City of Milwaukee serviced properties that are chargeable to or against real property or owners, shall be paid.

8. **Access.** The Facilities and Easement Area shall be accessible to City at all times.

9. **Prior Approval of Certain Work.** Prior to undertaking any work below surface within the Easement Area, and prior to any underground installation within the Easement Area, and prior to any surface-grade alteration within the Easement Area that would raise or lower the surface elevation by 1 foot or more, then, in any such event, Grantor shall first submit plans therefore to the City for approval by the City’s Commissioner of Public Works (“**DPW Commissioner**”), and any such work, installation or alteration, requires prior approval of the DPW Commissioner.

10. **Recording; Miscellaneous.** This Easement (a) shall be recorded with the Milwaukee County Register of Deeds by City, (b) is governed by Wisconsin law, (c) may only be amended by written instrument signed by all parties, and (d) is binding on successors, assigns, and heirs. Grantor has full right and authority to enter, and grant, this Easement.

11. **Public Right-of-Way.** If the Easement Area, or any part thereof, becomes public right-of-way, Grantor’s rights hereunder as to such shall terminate but the Easement shall not.

IN WITNESS WHEREOF, THE PARTIES HERETO caused this Easement to be executed by their authorized signatories as of the date first written above.

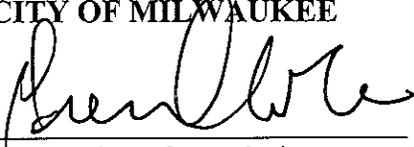
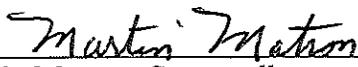
<p>CITY: CITY OF MILWAUKEE</p> <p>By: <u></u> Ghassan Korban, Commissioner Dept. of Public Works</p> <p>Countersigned:</p> <p>By: <u></u> Martin Matson, Comptroller ID</p> <p>City Common Council Resolution File No. _____, adopted on _____.</p> <p>CITY ATTORNEY APPROVAL/AUTHENTICATION</p> <p>_____, as a member in good standing of the State Bar of Wisconsin, hereby approves the signatures of the City representatives above per M.C.O. § 304-21, and also authenticates the signatures of those City representatives/signatories per Wis. Stat. § 706.06 so this document may be recorded per Wis. Stat. § 706.05 (2)(b).</p> <p>By: _____</p> <p>Name Printed: _____ Assistant City Attorney State Bar No. _____ Date: _____</p> <p>1047-2012-719:182700</p>	<p>GRANTOR:</p> <p>_____ Chris Abele, County Executive</p> <p>_____ Joseph Czarnecki, County Clerk</p> <p>GRANTOR NOTARY</p> <p>State of Wisconsin) _____)ss Milwaukee County)</p> <p>Before me personally appeared the following signatories, _____, to me known to be such person(s) who signed this document and acknowledged the same. Date: _____</p> <p>Notary Public Name Printed: _____ My commission expires: _____</p> <p>[notarial seal]</p> <p>State of Wisconsin) _____)ss Milwaukee County)</p> <p>Before me personally appeared the following signatories, _____, to me known to be such person(s) who signed this document and acknowledged the same. Date: _____</p> <p>Notary Public Name Printed: _____ My commission expires: _____</p> <p>[notarial seal]</p>
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EXHIBIT A

LEGAL DESCRIPTION OF "EASEMENT AREA"

Part of the Northwest ¼ of Section 19, Township 7 North, Range 22 East, in the City of Milwaukee, County of Milwaukee, State of Wisconsin, bounded and described as follows:

Commencing at the Northeast corner of Lot 16 in Block 229 of Continuation of Brown's Addition, a recorded subdivision said Northwest ¼ Section;
Thence North 54° 29' 18" West 12.67 feet to the point of beginning of the land to be described;
Thence South 89° 12' 09" West 60.53 feet to a point;
Thence North 54° 29' 18" West 12.66 feet to a point;
Thence North 89° 12' 09" East 60.53 feet to a point;
Thence South 54° 29' 18" East 12.66 feet to the point of beginning.

Also,

Commencing at the southeast corner of Lot 25 in said Block 229;
Thence North 00° 45' 27" West 13.76 feet to the point of beginning of the land to be described;
Thence North 00° 45' 27" West 62.54 feet to a point;
Thence North 35° 30' 42" East 25.36 feet to a point;
Thence South 00° 45' 27" East 62.54 feet to a point;
Thence South 35° 30' 42" West 25.36 feet to the point of beginning.

Also,

Commencing at the southeast corner of Lot 9 in said Block 229, said point also being the point of beginning of the land to be described;
Thence South 00° 45' 49" East 15.00 feet to a point;
Thence South 89° 11' 15" West 66.10 feet to a point;
Thence North 35° 30' 42" East 18.61 feet to a point;
Thence North 89° 11' 15" East 55.08 feet to the point of beginning.

The above described permanent EASEMENT is a part of Tax Key Number 350-0823-111.

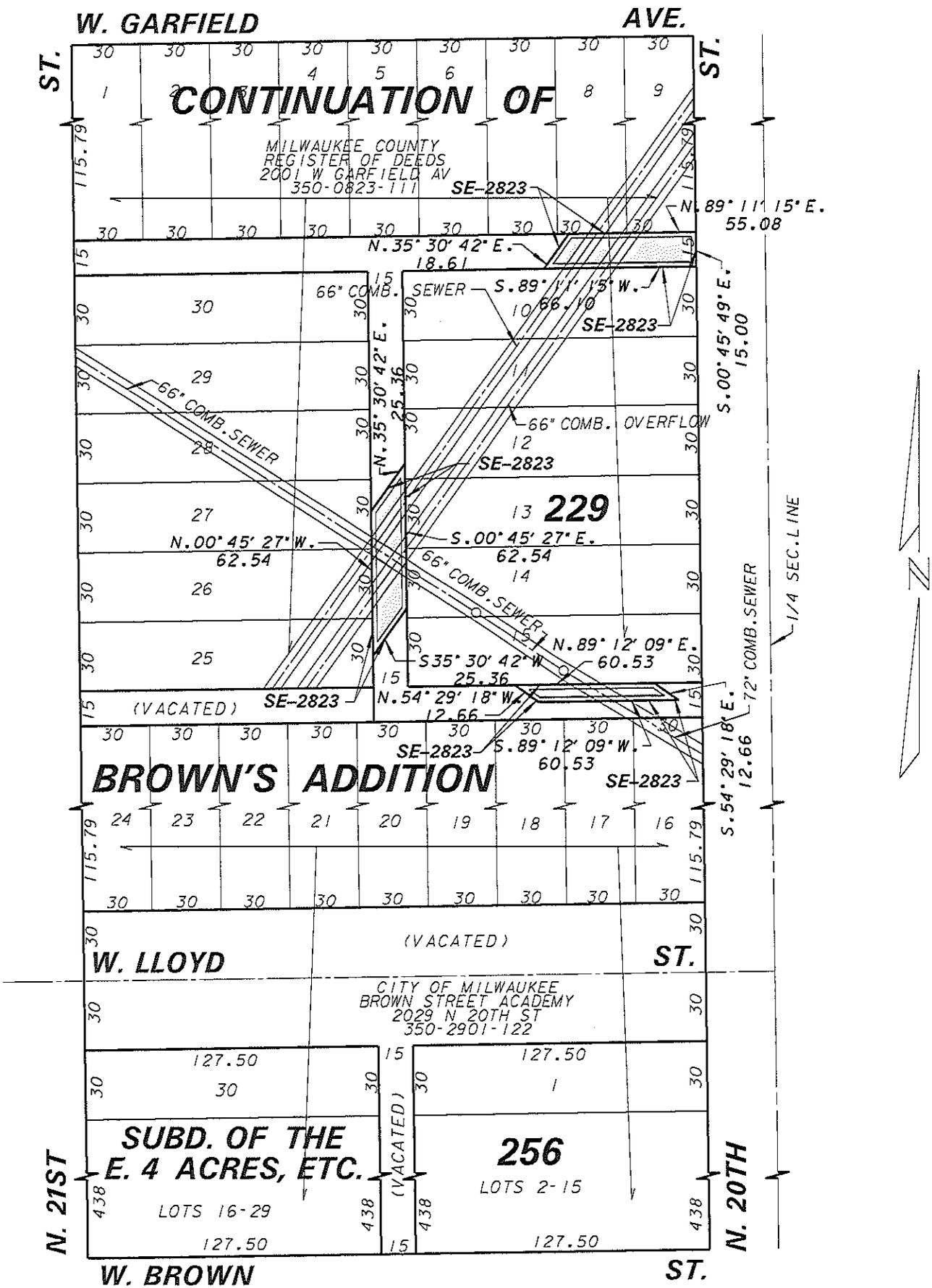
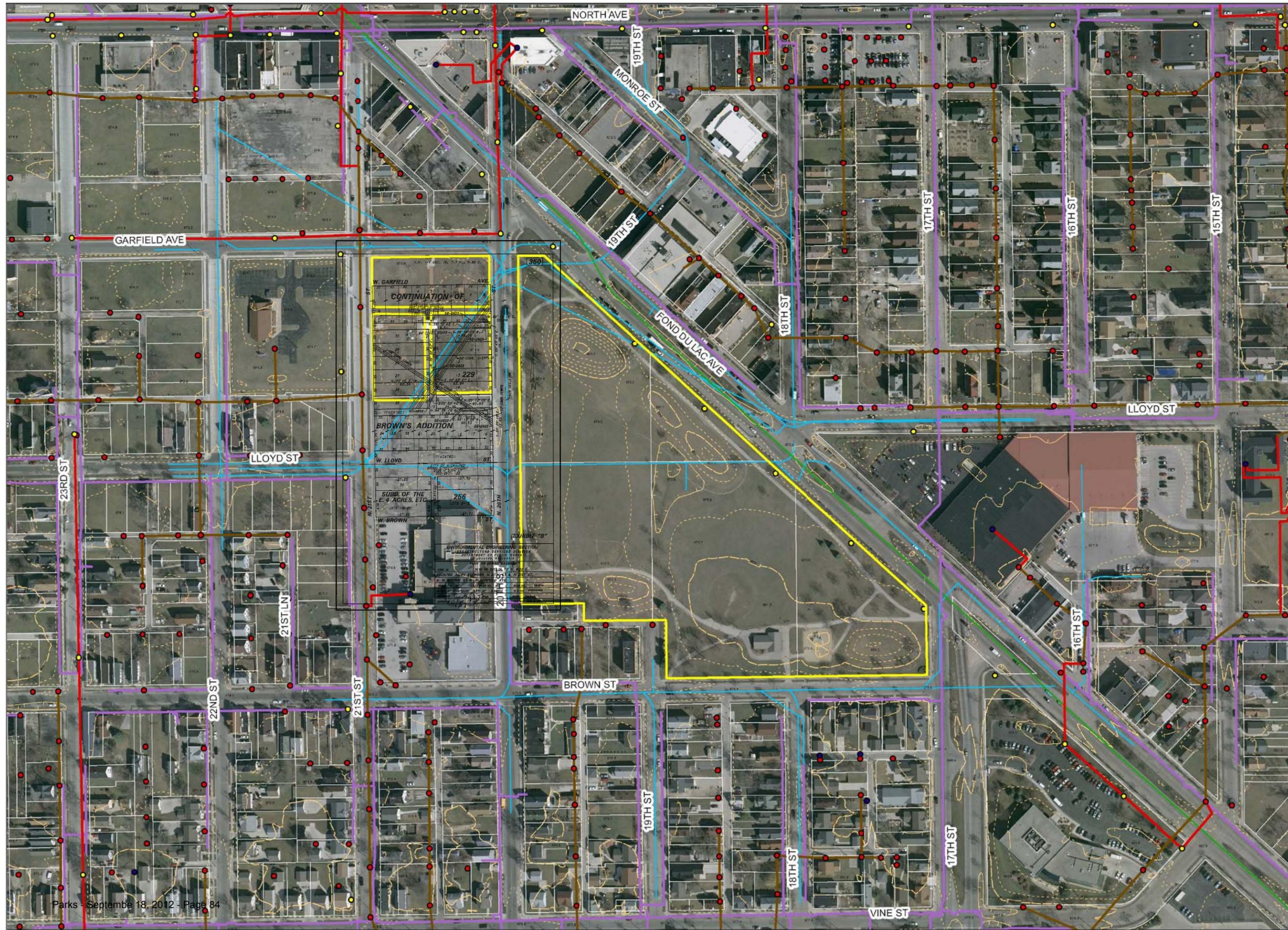


EXHIBIT "B"

ENVIRONMENTAL ENGINEERING SECTION			
INFRASTRUCTURE SERVICES DIVISION			
DEPARTMENT OF PUBLIC WORKS			
MILWAUKEE, WISCONSIN			
PLAN OF SEWER EASEMENT			
AREA IN	N.W. 1/4 SEC. 19, T.7 N., R.22 E.		
VACATED ALLEY BETWEEN N. 20TH ST. & N. 21ST ST.			
& W. BROWN ST. & W. GARFIELD AVE.			
SCALE 1" =	60'	ATLAS PAGE NO.	350
EASE. NO.	SE-2823		
DRAWN BY	M.SAIFULLAH	CH'RD. BY	S. BEKELE
W.O. NO.	WK52337288		
APPROVED	<i>Timothy J. Thun</i>		DATE
APPROVED	<i>[Signature]</i>		7/30/2012
FILE NO.			198-6-87

APPROXIMATE LOCATION OF PROPOSED JOHNSONS PARK SEWER EASEMENT



JOHNSONS PARK

- Legend**
- WE_ELEC_GNDMNT_PT
 - WE_ELEC_MANHOLE
 - WE_ELEC_POLE
 - CNTY_CELL_EQUIP
 - ATC_ELEC_STRUCT
 - WE_GAS_MAIN_TRANS
 - WE_ELEC_OVERHEAD
 - WE_ELEC_UNDERGROUND
 - WE_GAS_MAIN_HIGH
 - WE_GAS_MAIN_LOW
 - _ATC_ELEC_UG_TRANS
 - ATC_ELEC_OH_TRANS
 - SymLine
 - CNTYPUBLISH GISADMIN PAR_NCAMLIS_TP_STH



1 inch = 200 feet
 0 100 200 Feet
 Map created August 31, 2012



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

Date: September 4, 2012

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

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

Subject: City of Greenfield Request for a Storm Sewer Easement/Storm Water Utility Fee Agreement – Action Item

ISSUE

The Department of Parks, Recreation and Culture (DPRC) respectfully requests authorization to grant to the City of Greenfield (City) a temporary and permanent easement so that the City may construct, operate and maintain a storm sewer and related improvements in and across DPRC property in Root River Parkway, once the City of Greenfield accepts the Storm Water License agreement with Milwaukee County

BACKGROUND

On September 28, 2000, the Milwaukee County Board of Supervisors adopted amended File No. 00-191(a)(a) which adopted a General Policy Use of Park Land in Cooperation with other Governmental (Policy) (see attached Exhibit A). At present, the City of Greenfield has not adopted this policy with Milwaukee County. In June of 2012, Mr. Richard Sokol, the City of Greenfield Engineer, approached the Parks Department with a request to approve an easement that would minimize flooding along Hwy 100 in the City of Greenfield, (see attached Exhibits B and C). The City of Greenfield's request was denied by Parks Staff, due to having not agreed to the storm water license agreement, sent to them in 2001. The City has now determined that it will enter into the storm water license agreement (see Exhibit D). As part of the storm water license agreement all county parcels shall be exempt from past present and future storm water utility fees

(see attached Exhibits E and F). Once the City signs the agreement, Milwaukee County staff will be authorized to review the proposed easement.

The final proposed storm sewer alignment was chosen to minimize the impact to DPRC property. The proposed easement will provide the land rights to install, operate and maintain the sewer at no cost to the County. The City and DPRC have met to ensure that the potential impacts to County parkland from the proposed improvements within the subject area are minimal. The project is scheduled to be completed in early 2013. All areas disturbed by the construction, operation or maintenance of the subject areas will be restored to DPRC specifications at no cost to the County. DPRC will collect \$1,000 permit fee for the easement.

Appropriate County staff will review and approve all documents as required prior to execution.

RECOMMENDATION

The Interim Parks Director respectfully recommends that DPRC, Department of Administrative Services, Corporation Counsel and Risk Management staff be authorized to negotiate, prepare, review, approve, execute and record all documents and perform all actions required to execute a storm water license agreement with the City of Greenfield as authorized in Resolution No. 00191(a)(a).

Once this license agreement has been executed, the Interim Parks Director respectfully recommends that DPRC, Department of Administrative Services, Corporation Counsel and Risk Management staff be authorized to negotiate, prepare, review, approve, execute and record all documents and perform all actions required to execute a easement agreement with the City of Greenfield, for the construction, operation and maintenance of portions of the proposed storm sewer system. It is further recommended that the County Executive and County Clerk be authorized to execute the easements and required documents.

Prepared by: Jim Ciha, Landscape Architect/DPRC

Recommended by:

Approved by:

Laura Schloesser, Chief of

James Keegan, Interim Parks

Attachments: Exhibit A – Resolution File #00–191

Exhibit B – Permanent Easement

Exhibit C – Temporary Construction Easement

Exhibit D – License Agreement

Exhibit E – County Parcels in the City of Greenfield

Exhibit F – Storm Water Fees charged by Greenfield to date

Cc: County Executive Chris Abele

Amber Moreen, Chief of Staff, County Executive’s Office

Kelly Bablitch, Chief of Staff, County Board

Supervisor, Gerry Broderick, Chair, Parks, Energy & Environment Committee

Supervisor, Jason Haas, Vice–Chair, Parks, Energy & Environment Committee

Supervisor Joe Sanfellipo, District 17

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
JAMES KEEGAN, INTERIM DIRECTOR OF PARKS, RECREATION AND CULTURE

Date: September 4, 2012

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

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

Subject: **City of Greenfield Storm Sewer Easement Request and Stormwater Management Fee Adjustment License Agreement – Action Item**

ISSUE

The Department of Parks, Recreation and Culture (DPRC) respectfully requests authorization to grant to the City of Greenfield (City) a temporary and permanent easement so that the City may construct, operate and maintain a storm sewer and related improvements in and across DPRC property in Root River Parkway, and to execute a Stormwater Management Fee Adjustment License Agreement with City of Greenfield.

BACKGROUND

On September 28, 2000, the Milwaukee County Board of Supervisors approved Resolution File No. 00-191(a)(a) which adopted a General Policy on Use of Park Land in Cooperation with other Governmental units (see Exhibit A). At present, the City of Greenfield has not yet executed an agreement with Milwaukee County waiving storm water management fees as required by this policy. In June of 2012, Mr. Richard Sokol with the City of Greenfield approached the Parks Department with a request to approve an easement that would help minimize flooding along Hwy 100 in the City of Greenfield, (see attached Exhibits B and C). The City's original request was denied since they had not yet complied with the County storm water fee policy. The City has now agreed to enter into a storm water management fee agreement (see Exhibit D). Per

the conditions of this agreement, all county parcels within the City of Greenfield shall be exempt from past, present and future storm water utility fees (see attached Exhibits E and F).

The City and DPRC have met to ensure that potential impacts to County parkland from the proposed improvements are minimal. The final storm sewer alignment was chosen to minimize the impacts to DPRC property. The proposed easement will provide the land rights to install, operate and maintain the sewer at no cost to the County. The project is scheduled to be completed in early 2013. All areas disturbed by the construction, operation or maintenance of the subject areas will be restored to DPRC specifications at no cost to the County. DPRC will receive a \$1,000 permit fee for the easement. Appropriate County staff will review and approve all documents as required prior to execution.

RECOMMENDATION

The Interim Parks Director respectfully recommends that DPRC, Department of Administrative Services, Corporation Counsel and Risk Management staff be authorized to negotiate, prepare, review, approve, execute and record all documents and perform all actions required to execute a Stormwater Management Fee Adjustment License Agreement with the City of Greenfield as authorized in Resolution No. 00191(a)(a) and then to execute an easement agreement with the City of Greenfield, for the construction, operation and maintenance of portions of the proposed storm sewer system. It is further recommended that the County Executive and County Clerk be authorized to execute the easements and required documents.

Prepared by: Jim Ciha, Landscape Architect/DPRC

Recommended by:

Approved by:

Laura Schloesser, Chief of
Administration and External Affairs

James Keegan, Interim Parks
Director

Attachments: Exhibit A – Resolution File #00–191

Exhibit B – Permanent Easement

Exhibit C – Temporary Construction Easement
Exhibit D – License Agreement
Exhibit E – County Parcels in the City of Greenfield
Exhibit F – Storm Water Fees charged by Greenfield to date

Cc: County Executive Chris Abele
Amber Moreen, Chief of Staff, County Executive's Office
Kelly Bablitch, Chief of Staff, County Board
Supervisor, Gerry Broderick, Chair, Parks, Energy & Environment Committee
Supervisor, Jason Haas, Vice-Chair, Parks, Energy & Environment Committee
Supervisor Joe Sanfelippo, District 17
Vince Masterson, Fiscal Mgt. Analyst, Admin & Fiscal Affairs/DAS
Janelle Jensen, Parks, Energy & Environment Committee Clerk
Glenn Bultman, Research Analyst, County Board
Jessica Janz-McKnight, Research Analyst, County Board

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(ITEM NO.) From the Interim Director, Department of Parks, Recreation and Culture, seeking authorization to grant a permanent easement to the City of Greenfield (City) to enter into a storm water license agreement and to allow for the construction, operation and maintenance of a sewer in and across certain portions of Root River Parkway, by recommending adoption of the following:

A RESOLUTION

WHEREAS, at present City of Greenfield charges fees for storm water utilities on properties in the City of Greenfield, including Milwaukee County Property and; owns and operates a storm sewer system serving the neighborhood around Johnsons Park; and

WHEREAS, in September of 2000, Resolution No. 00-191(a)(a) was adopted to acknowledge the benefit of Milwaukee County property on reducing storm water impacts; and

WHEREAS, Milwaukee County requires that all communities in Milwaukee County to enter into a license agreement to waive all storm water fees on Milwaukee County property past, present and in the future; and

WHEREAS, the City has now agreed to execute said license agreement with Milwaukee County; and

WHEREAS, once the City has executed the storm water license agreement; Milwaukee County can consider a proposed storm sewer easement in Root River Parkway with the City; and

WHEREAS, the City has proposed storm water improvement in Root River Parkway along Highway 100 to prevent business's from flooding; and

WHEREAS, the proposed modifications installing operating and maintaining the storm sewer to the Root; and

WHEREAS, the City has requested that Milwaukee County grant it a permanent easement so that the City may construct, operate and maintain this segment sewer and related improvements in and across DPRC property in Root River Parkway; and

WHEREAS, The Department of Parks, Recreation and Culture (DPRC)

45 respectfully requests authorization to grant to the City of Milwaukee (City) a
46 permanent easement; once the license agreement has been execute; and
47

48 WHEREAS, the proposed easement will provide the land rights to install,
49 operate and maintain the sewer at no cost to the County; and
50

51 WHEREAS, to allow the storm sewer installation will allow the City to use
52 County property in Root Rive Parkway; and
53

54 WHEREAS, the final proposed storm sewer alignment was chosen to
55 minimize the impact to DPRC property; and
56

57 WHEREAS, DPRC has reviewed and approved the City's preliminary plans
58 for their proposed improvements; and
59

60 WHEREAS, the project is scheduled to be completed in early 2013; and
61

62 WHEREAS, The City will compensate the DPRC \$1,000 for the requested
63 easement; and
64

65 WHEREAS, the City and its contractors will perform all construction,
66 operation, maintenance and site restoration for these improvements at no cost
67 to the County; and
68

69 WHEREAS, Appropriate County staff will review and approve all
70 documents as required prior to execution; and
71

72 WHEREAS, the Interim Parks Director has recommended that the authority
73 to prepare, review, approve, execute and record all documents as required to
74 execute the requested easement be granted to the Parks Department, the
75 Department of Administrative Services, Corporation Counsel, Risk Management,
76 County Clerk, Register of Deeds, and the County Executive; now, therefore,
77

78 BE IT RESOLVED, that the Milwaukee County Board of Supervisors does
79 hereby authorize the Interim Parks Director, the Department of Administrative
80 Services, Risk Management, Corporation Counsel and Register of Deeds to
81 negotiate, prepare, review, approve, execute and record all documents, and
82 perform all actions as required to grant, execute and implement the required
83 storm water license agreements, to the City of Greenfield to waive all past,
84 present and future storm water utility fees on all county property; and
85

86 BE IT RESOLVED, that the Milwaukee County Board of Supervisors does
87 hereby authorize the Interim Parks Director, the Department of Administrative
88 Services, Risk Management, Corporation Counsel and Register of Deeds to

89 negotiate, prepare, review, approve, execute and record all documents, and
90 perform all actions as required to grant, execute and implement the required
91 permits and easements to the City of Greenfield for the construction, operation
92 and maintenance of a storm sewer in and across portions of Root River Parkway;
93 and
94

95 BE IT FURTHER RESOLVED that the County Executive and County Clerk are
96 authorized to execute the license agreement, easements and required
97 documents.

MILWAUKEE COUNTY FISCAL NOTE FORM

DATE: September 3, 2012

Original Fiscal Note

Substitute Fiscal Note

SUBJECT: Authorization to enter into a storm water license agreement and grant to the City of Greenfield a permanent easement in and across a portion of Root River Parkway so that the City may relocate, construct, install and maintain a storm sewer.

FISCAL EFFECT:

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

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

	Expenditure or Revenue Category	Current Year	Subsequent Year
Operating Budget	Expenditure	0	0
	Revenue	\$1,000	0
	Net Cost	0	0
Capital Improvement Budget	Expenditure	0	0
	Revenue	0	0
	Net Cost	0	0

DESCRIPTION OF FISCAL EFFECT

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

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

- A. The City of Greenfield has requested from Milwaukee County a permanent easement in Root River Parkway so the City may relocate, construct, install and maintain a new sewer. Prior entering into the easement, The City of Greenfield must execute a storm water license agreement with Milwaukee County according to adopted policy. This policy will exempt all county property from past, present and future storm water utility fees from the City of Greenfield.
- B. The City will compensate the DPRC with a one-time payment of \$1,000 for this easement.
- C. No impact
- D. None.

Department/Prepared By James Ciha/DPRC

Authorized Signature _____

Did DAS-Fiscal Staff Review? Yes No

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

Adopted as Amended

File No. 00-191[a][a]
(Journal, September 28, 2000)

(ITEM 8) From the Director of the Department of Parks, Recreation and Culture, submitting amendment to adopted General Policy on Use of Park Land in Cooperation With Other Governmental Units (Exemption from Storm Water Utility Fees Requirement), by recommending adoption of the following:

A RESOLUTION

WHEREAS, the County has adopted a General Policy on Use of Park Land in Cooperation With Other Governmental ("Policy") (File No. 00-191, Journal, May 18, 2000) which establishes guidelines and general conditions to be used when developing proposed agreements with other governmental units for the use of County owned parkland; and

WHEREAS, the Director of Parks, Recreation and Culture has indicated that County parkland has and continues to provide inherent flood control benefits to the various municipalities, that the County has been cooperating with the Milwaukee Metropolitan Sewerage District on numerous flood control projects, that only two of the nineteen municipalities have imposed such a fee on the Parks Department and those fees are contested by the County; and

WHEREAS, in a communication dated August 31, 2000, the Director of Parks, Recreation and Culture has recommended that a permanent exemption from storm water utility charges for Parks Department facilities should be a prerequisite to be met before entering into discussions on the use of parkland and/or facilities (for agreements as defined under the Policy) with any governmental unit (as defined under the Policy) and has developed a recommended amendment to the Policy to accomplish this; and

WHEREAS, the Committee on Parks, Energy and Environment voted 7-0 on September 11, 2000 to recommend that the said amended policy be approved; now, therefore,

BE IT RESOLVED, that the General Policy on Use of Park Land in Cooperation With Other Governmental Units is hereby modified as follows (changes are underlined):

Section 9. There is a clear benefit to the County, either through compensation or other consideration, or through service to the residents of the County, or a combination of the preceding. In recognition of the County contribution to storm water management efforts within the various municipalities, an agreeable agreement that the municipality or other governmental unit that is requesting the agreement will not

46 impose storm water utility fees on Parks Department facilities,
47 sites and/or locations now or in the future must be on file with
48 the Parks Department. The irrevocable agreement must be in a
49 form which is approved by Corporation Counsel and must be
50 on file prior to the Parks Department or any other County
51 Department or Agency entering into negotiations for the use of
52 park land as provided elsewhere in this Policy. This Section
53 also applies specifically to Section 3, which provides that
54 multiple governmental units that benefit from an agreement
55 may be required to be a party to that agreement. It is clarified
56 that the storm water utility fee exemption agreement is
57 required regardless of the agreement that is requested by the
58 other governmental unit as long as the requested agreement is
59 covered under this Policy. It is further clarified that this
60 requirement (for the storm water utility exemption) only
61 applies to "Other Units of Government" as provided under
62 Definitions and does not apply to the public, business or other
63 non-governmental entities.

64
65 ; and

66
67 BE IT FURTHER RESOLVED, that this amendment to the Policy shall become
68 effective upon adoption.

69
70 **FISCAL NOTE:** There is no direct fiscal effect related to adoption of this
71 resolution since it only modifies a policy and any agreements
72 arising out of this policy, as amended, will continue to require
73 review and approval by the County Executive and County Board.
74 This fiscal note was prepared by Department of Parks,
75 Recreation and Culture staff.

76
77
78 PRC

79 jch:09/19/00

80 C:\My Documents\Parks\Parks Current 2000 files\00-191aa r Parks-amend GenPol on Pk Land

81 Use[9].doc

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MILWAUKEE COUNTY BOARD OF SUPERVISORS

DATE: September 28, 2000

AMENDMENT NO. 1

Resolution File No. 00-191 [a][a]

COMMITTEE: Parks, Energy and Environment, Item 8

OFFERED BY SUPERVISOR(S): DeBruin and Schmitt

ADD at the end of line 63:

"unless waived by the County Board."

A
16-8

**PERMANENT STORM
SEWER EASEMENT**

This Agreement, made this _____ day of _____, 2012, by and between the **CITY OF GREENFIELD**, a municipal corporation, duly organized and existing under the laws of the State of Wisconsin, with principal offices at 7325 West Forest Home Avenue, Greenfield, WI 53220, hereinafter called "**CITY**" and **MILWAUKEE COUNTY**, a municipal corporation, duly organized and existing under the laws of the State of Wisconsin with principal offices at the Milwaukee County Courthouse, 901 North 9th Street, Milwaukee, WI 53233, hereinafter called "**COUNTY**".

WHEREAS, **CITY** is desirous of the installation, construction, reconstruction, maintenance and repair of storm sewer appurtenances thereto, over, across, through, under and upon certain lands owned by **COUNTY**, located in the Root River Parkway, 2012 Tax Key No. 567-9988-001, as illustrated on attached Exhibit A.

WITNESSETH:

NOW, THEREFORE, for and in consideration of the mutual promises and covenants of the parties and the mutual benefits to be derived by the parties, **CITY** and **COUNTY** agree as follows:

Return to:

City of Greenfield
Jennifer J. Goergen
City Clerk
7325 W. Forest Home Ave
Greenfield, WI 53220

_____ 567-9988-001 _____

Tax Key No.

1. **COUNTY** hereby grants to **CITY** a Permanent Storm Sewer Easement for the installation, construction, reconstruction, maintenance and repair of storm sewer appurtenances thereto, over, across, through, under and upon the following described premises, to-wit:

Tax Key No.567-9988-001

A Permanent Storm Sewer Easement is hereby granted for that part of the Northwest 1/4 of Section 20, Town 6 North, Range 21 East, City of Greenfield, Milwaukee County, Wisconsin, which is bounded and described as follows (see attached Exhibit "A"):

Commencing at the Northwest corner of said 1/4 Section; thence South 00°18'58" East along the West line of said 1/4 Section, 706.40 feet to a point; thence North 89°41'02" East, 60.00 feet to a point on the East right-of-way line of South 108th Street (STH 100) and the point of beginning of lands to be described; thence North 00°18'58" West along said Easterly right-of-way line, 177.82 feet more or less to the centerline of the Root River; thence South 67°09'39" East along said centerline, 4.93 feet more or less to a point; thence South 34°49'12" East along said centerline, 42.33 feet more or less to a point; thence South 43°53'18" East along said centerline, 22.96 feet more or less to a point; thence South 70°44'05" East along said centerline, 25.51 feet more or less to a point; thence South 30°14'25" West 134.49 feet more or less to a point, said point being on the Easterly right-of-way line of South 108th Street (STH 100) and the point of beginning.

with the right, permission and authority to enter upon said lands to construct, erect, install, maintain and repair same and make necessary excavations and ditches for said purposes.

2. Said storm sewer facilities shall be maintained and kept in good order and condition by **CITY**.

3. That in and during whatever construction, reconstruction or repair work it is or becomes necessary in constructing and/or maintaining said facilities, so much of the surface or subsurface of the property as may be disturbed will, at the expense of **CITY**, be replaced in substantially the same condition as it was prior to such disturbances. **CITY** shall save harmless **COUNTY** from any loss, damage, injury or liability resulting from negligence on the part of **CITY** in connection with said work involved in constructing and/or maintaining of said facilities provided that if loss, damage, injury or liability results from joint negligence of the parties hereto, then the liability therefore, shall be borne by them in proportion to their respective degree of negligence; provided further, however, that these provisions are subject to the legal defenses which under law **CITY** is entitled to raise.

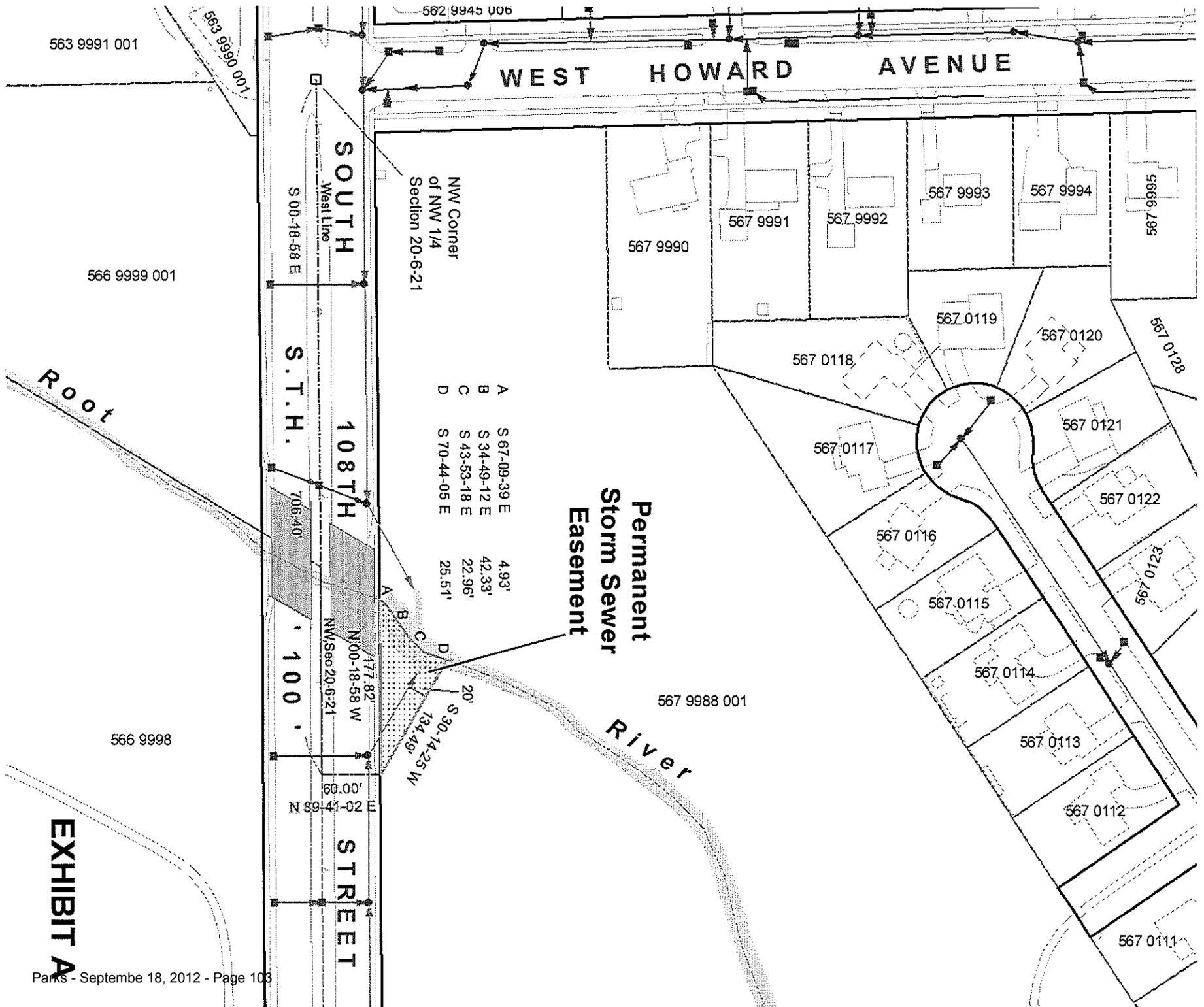
4. **COUNTY** agrees not to construct, install and/or erect structures, buildings, fences, pools, landscaping, etc. that would impede, restrict, prohibit and/or limit ingress and egress over, across, through and upon said easement.

5. That in connection with the construction by **COUNTY** of any structure or building abutting said permanent easement defined limits, **COUNTY** will assume all liability for any damage to the facilities in the above described easement. **COUNTY** will indemnify and hold **CITY** harmless from any claims for personal injuries or property damage caused by the **COUNTY** arising out of the construction by **COUNTY** of any structure or building abutting the said permanent utility easement defined limits.

6. **COUNTY**, by execution of this Easement Agreement, hereby consents to the assignment of this easement from the **CITY** to the Wisconsin Department of Transportation (WI DOT).

7. Both parties mutually agree that this easement and covenants herein shall run with the land.

IN WITNESS WHEREOF, the parties hereto have set their hands and seals this ____ day of _____, 2012.



562 9945 006

563 9991 001

563 9990 001

WEST HOWARD AVENUE

SOUTH
West Line
S 00-18-58 E

NW Corner
of NW 1/4
Section 20-6-21

567 9990 567 9991 567 9992 567 9993 567 9994 566 9995

566 9999 001

S.T.H.
108TH
706.40'

A	S 67-09-39 E	4.93'
B	S 34-49-12 E	42.33'
C	S 43-53-18 E	22.96'
D	S 70-44-05 E	25.51'

Permanent
Storm Sewer
Easement

567 0118 567 0119 567 0120 567 0128

Root

567 0117 567 0121 567 0122

NW Sec 20-6-21
N 00-18-58 W
177.82'

567 9988 001

566 9998

S 30-14-25 W
134.49'

River

567 0116 567 0115 567 0128

N 89-41-02 E
60.00'

567 0114 567 0113

SOUTH STREET

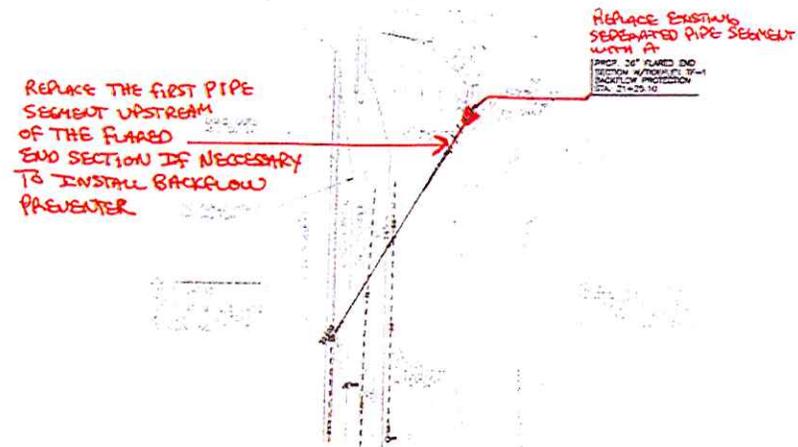
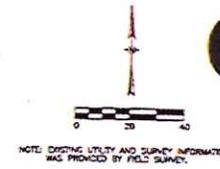
567 0112

567 0111

EXHIBIT A

GRAEF

One Honey Creek Corporate Center
 120 South 24th Street,
 Suite 401
 Milwaukee, WI 53214-1470
 414 / 259 1500
 414 / 259 0007 fax
 www.graef-usa.com



CONSULTANTS:
 PROJECT TITLE:
 CITY OF GREENFIELD
 STH 100
 DRAINAGE IMPROVEMENTS
 ISSUE

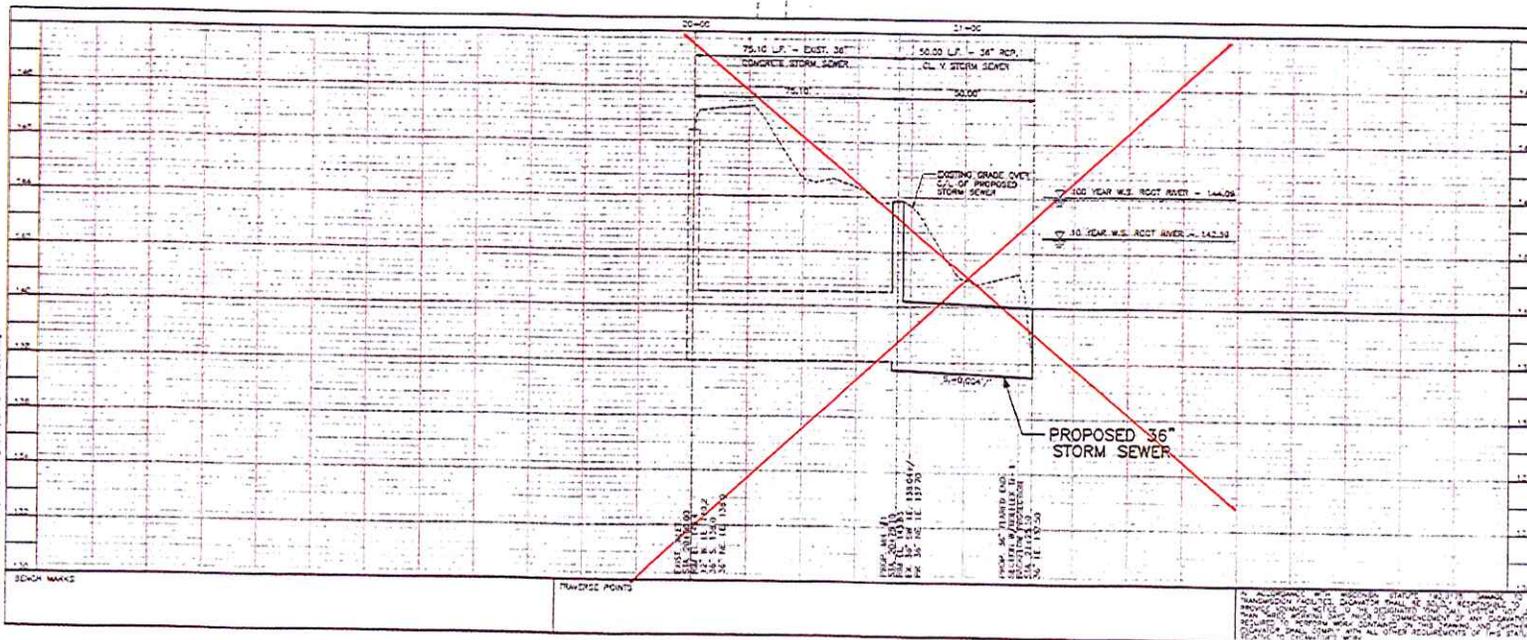
DRAFT

PROJECT INFORMATION:
 PROJECT NUMBER: 20110054.02
 DATE: 9/23/11
 DRAWN BY: FKC
 CHECKED BY: RWK
 APPROVED BY: TMF
 SCALE: 1"=20'

SHEET TITLE:
 STORM SEWER
 PLAN AND PROFILE

SHEET NUMBER:

C101



2/26/2011 1:42:27 PM
 C:\PROJECTS\20110054-02\PLAN\GRAEF_C01_SHEET_C01.dwg

THE ENGINEER HAS REVIEWED THIS PLAN AND PROFILE AND HAS FOUND IT TO BE IN ACCORDANCE WITH THE REQUIREMENTS OF THE CITY OF GREENFIELD. THE ENGINEER'S REVIEW IS LIMITED TO THE INFORMATION PROVIDED AND DOES NOT CONSTITUTE A GUARANTEE OF THE ACCURACY OF THE INFORMATION OR THE RESULTS OF THE DESIGN. THE ENGINEER'S REVIEW IS LIMITED TO THE INFORMATION PROVIDED AND DOES NOT CONSTITUTE A GUARANTEE OF THE ACCURACY OF THE INFORMATION OR THE RESULTS OF THE DESIGN.

CITY OF GREENFIELD
Department of Neighborhood Services
Engineering Division
7325 W. Forest Home Ave.
Greenfield, WI 53220

Milwaukee County
Milwaukee County Courthouse
901 North 9th Street
Milwaukee, WI 53233
567-9988-001

TEMPORARY CONSTRUCTION EASEMENT

This Temporary Construction Easement, hereinafter called **TCE**, made this _____ day of _____ 2012, by and between the City of Greenfield, a municipal corporation, duly organized and existing under the laws of the State of Wisconsin with principal offices at 7325 West Forest Home Avenue, Greenfield, WI 53220, hereinafter called "**CITY**", and Milwaukee County, a municipal corporation, duly organized and existing under the laws of the State of Wisconsin with principal offices at the Milwaukee County Courthouse, 901 North 9th Street, Milwaukee, WI 53233, hereinafter called "**COUNTY**".

Whereas, **CITY**, is proposing to construct a storm sewer backflow prevention device and to make minor storm sewer pipe repairs (hereinafter called "improvements") to Wisconsin Department of Transportation (WIDOT) storm sewer facilities. To facilitate the installation of said improvements, the **CITY** has obtained WI DOT permit 40-12m-12, attached hereto as Exhibit A; and

Whereas, existing WI DOT facilities are located in the limits of the Root River Parkway on property owner by **COUNTY**, 2012 Tax Key No. 567-9988-001. In order for **CITY** to construct said "improvements", **CITY** requires a **TCE** over, across, through, under and upon lands owned by **COUNTY** as illustrated on attached Exhibit B.

Now, therefore, for and in consideration of the mutual promises and covenants of the parties and the mutual benefits to be derived by the parties, **CITY** and **COUNTY** agree as follows:

1. **COUNTY** grants **CITY** a **TCE**, as illustrated on Exhibit B, to enter upon lands owned by **COUNTY** for the purpose constructing "improvements" on lands owned by **COUNTY**.
2. **CITY** will limit the disturbance to existing structures, trees, shrubs, vegetation, fencing and earthen material to the greatest extent possible during **CITY** access over, across, through and upon **TCE**. **CITY** shall restore **TCE** to conform to the approved plans, or to the condition it was in prior to **CITY** use of **TCE** if the approved plans do not require any alteration. **CITY** reserves the right to take photos and other documentation to document the condition of **TCE** prior to our use.

3. CITY reserves the right to use authorized CITY contractors to perform any work associated with the construction of "improvements", including any restoration and/or repair work in TCE, if needed.
4. In the event that restoration and/or repairs are required in TCE due to CITY use of TCE, said restoration and/or repairs shall be at CITY expense.
5. The CITY intends to execute a separate Permanent Storm Sewer Easement with COUNTY for easement rights to maintain said "improvements" in perpetuity. The limits of said Permanent Storm Sewer Easement shall be identical in location to the limits of this TCE, as illustrated on Exhibit B. This TCE shall remain in full force and effect until a) CITY has completed the installation of said "improvements", and b) CITY and COUNTY have executed said Permanent Storm Sewer Easement, after which this TCE will expire.

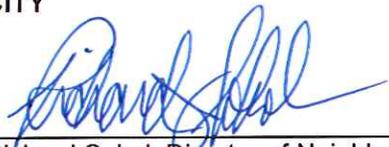
IN WITNESS WHEREOF, the parties hereto have set their hands and seals this _____ day of _____, 2012.

COUNTY

Sue Black, Director, Milwaukee County Department of Parks

Date

CITY



Richard Sokol, Director of Neighborhood Services

Date 6/13/12

This instrument was drafted by Jeffrey S. Tamblyn, Greenfield Neighborhood Services, Engineering Division.

APPLICATION/PERMIT TO WORK ON HIGHWAY RIGHT-OF-WAY

Wisconsin Department of Transportation (WisDOT)
 DT1812 6/2006 s.86.07(2), 86.16 and other applicable Wis. Stats.

To each copy of the application, attach one copy of the sketch showing location.

Location Description - quarter section, section, township, range, etc. Section 40, Township 6N Range 21E <i>512 1/2 Sec 20</i>	Proposed Work Location <input type="checkbox"/> Town <input type="checkbox"/> Village <input checked="" type="checkbox"/> City of Greenfield	
County Milwaukee		
Applicant Name and Address City of Greenfield <i>7325 W. Forest Home Avenue</i> <i>Greenfield, WI 53220</i>	Starting Date May 2012	Highway <input checked="" type="checkbox"/> STH 100 <input type="checkbox"/> USH <input type="checkbox"/> Interstate
		Completion Date June 2012
Type of Work Proposed This project is located just east of Highway 100 (108th Street) on the south side of the Root River. The project will replace an existing piece of 36" storm sewer with a new 36" Flared end section and install an internal backflow preventer inside the existing storm sewer pipe just upstream of the end section. The existing 36" storm sewer pipe is DOT owned. <p style="text-align: center; font-weight: bold; font-size: 1.2em;">SEE ATTACHED ADDITIONAL PERMIT PROVISIONS</p>		

It is understood and agreed that approval is subject to the applicant's full compliance with the pertinent Statutes, as well as any codes, rules, regulations, and permit requirements of other jurisdictional agencies. The applicant shall also comply with all permit provisions, superimposed notes, and detail drawings, which may be added by WisDOT. Any alteration of this form by the applicant is prohibited and may be cause to revoke this permit.

CW Purpero

 (Main Contractor, if applicable)

 Jim Barrett

 (Contractor Representative/Title)
 (414)-856-2850

 (Office Telephone Number) (Cellular Telephone Number)

5/07/2012

x Rick Sokol

 (Applicant or Authorized Representative) (Date)
 (If Computer-filled, Brush Script Font)
 Rick Sokol Director of Neighborhood Services

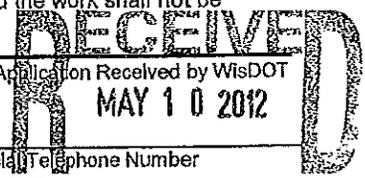
 (Printed Name) (Title)
 (414) 543-9615

 (Telephone Number)

* If the work described is not completed by the "Completion Date" specified, this permit is null and void and the work shall not be completed unless authorized through a subsequent permit or an approved time extension.

Transportation Regional Location and Telephone Number

Date Application Received by WisDOT



The applicant shall contact the Transportation Regional Office at the Telephone Number given at right NOT LESS THAN 3 WORKING DAYS prior to the start of the permitted work to arrange for a Regional Representative to locate and mark the existing traffic signal lines. No work under this permit shall be accomplished prior to the Regional Representative's arrival.

Special Telephone Number

BY: _____
 Diggers Hotline: 800-242-8511
 414-259-1181

Wisconsin Department of Transportation Permit Approval

This permit is issued in conjunction with:
 This permit voids and supersedes: Permit # _____ Issued

Permit Number 40-12m-12	Issuance Date 5-11-12
-----------------------------------	---------------------------------

X *[Signature]*

 (WisDOT Authorized Representative)
 (If Computer-filled, Brush Script Font)

THIS PERMIT IS REVOCABLE

INDEMNIFICATION

The Applicant shall save and hold the State, its officers, employees, agents, and all private and governmental contractors and subcontractors with the State under Chapter 84 Wisconsin Statutes, harmless from actions of any nature whatsoever (including any by Applicant itself) which arise out of, or are connected with, or are claimed to arise out of or be connected with any of the work done by the Applicant, or the construction or maintenance of facilities by the Applicant, pursuant to this permit or any other permit issued by the State for location of property, lines or facilities on highway right-of-way, (1) while the Applicant is performing its work, or (2) while any of the Applicant's property, equipment, or personnel, are in or about such place or the vicinity thereof, or (3) while any property constructed, placed or operated by or on behalf of Applicant remains on the State's property or right-of-way pursuant to this permit or any other permit issued by the State for location of property, lines or facilities on highway right-of-way; including without limiting the generality of the foregoing, all liability, damages, loss, expense, claims, demands and actions on account of personal injury, death or property loss to the State, its officers, employees, agents, contractors, subcontractors or frequenters; to the Applicant, its employees, agents, contractors, subcontractors, or frequenters; or to any other persons, whether based upon, or claimed to be based upon, statutory (including, without limiting the generality of the foregoing, worker's compensation), contractual, tort, or whether or not caused or claimed to have been caused by active or inactive negligence or other breach of duty by the State, its officers, employees, agents, contractors, subcontractors or frequenters; Applicant, its employees, agents, contractors, subcontractors or frequenters; or any other person. Without limiting the generality of the foregoing, the liability, damage, loss, expense, claims, demands and actions indemnified against shall include all liability, damage, loss, expense, claims, demands and actions for damage to any property, lines or facilities placed by or on behalf of the Applicant pursuant to this permit or any other permit issued by the State for location of property, lines or facilities on highway right-of-way in the past or present, or that are located on any highway of State property or right-of-way with or without a permit issued by the State, for any loss of data, information, or material; for trademark, copyright or patent infringement; for unfair competition or infringement of personal or property rights of any kind whatever. The Applicant shall at its own expense investigate all such claims and demands, attend to their settlement or other disposition, defend all actions based thereon and pay all charges of attorneys and all other costs and expenses of any kind arising from any such liability, damage, loss, claims, demands and actions.

Any transfer, whether voluntary or involuntary, of ownership or control of any property constructed, placed or operated by or on behalf of the

Applicant that remains on the State's property or right-of-way pursuant to this permit shall not release Applicant from any of the indemnification requirements of this permit, unless the State is notified of such transfer in writing. Any acceptance by any other person or entity, whether voluntary or involuntary, of ownership or control of any property constructed, placed or operated by or on behalf of the Applicant that remains on the State's property or right-of-way pursuant to this permit, shall include acceptance of all of the indemnification requirements of this permit by the other person or entity receiving ownership or control.

Notwithstanding the foregoing, a private contractor or subcontractor with the State under Chapter 84 Wisconsin Statutes, that fails to comply with sections 66.047 and 182.0175 Wisconsin Statutes (1985-1986), remains subject to the payment to the Applicant of the actual cost of repair of intentional or negligent damage by the contractor or subcontractor to any property, lines or facilities placed by or on behalf of the Applicant pursuant to this permit or any other permit issued by the State for location of property, lines or facilities on highway right-of-way, and remains subject to payment to the Applicant for losses due to personal injury or death resulting from negligence by the contractor or subcontractor.

Notwithstanding the foregoing, if the State, or its officers, employees and agents, fail to comply with sections 66.047 and 182.0175 Wisconsin Statutes (1985-1986), the State or its officers, employees and agents, remain subject to the payment to the Applicant of the actual cost of repair of willful and intentional damage by the State, or its officers, employees and agents, to any property, lines or facilities placed by or on behalf of the Applicant pursuant to this permit or any other permit issued by the State for location of property, lines or facilities on highway right-of-way, and remain subject to payment to the Applicant for losses due to personal injury or death resulting from negligence by the State, its officers, employees and agents.

No indemnification of private contractors or subcontractors with the State under Chapter 84 Wisconsin Statutes, shall apply in the event of willful and intentional damage by such private contractors or subcontractors to the property, lines and facilities of the Applicant located on the highway right-of-way pursuant to this permit or any other permit issued by the State for the location of property, lines or facilities on highway right-of-way.

PERMIT PROVISIONS AND CONDITIONS OF APPROVAL

Pursuant to the Wisconsin Statutes, this permit is granted to allow performance of that specific work described over which WisDOT has permit authority. The following provisions and any attached provisions shall govern.

1. No part of the permitted work shall be commenced until warning signs, devices and methods adequate to protect the public are in place and fully functional. Warning signs and devices shall conform to the appropriate sizes, designs and arrangements specified within the Wisconsin Manual on Uniform Traffic Control Devices, current edition. It shall be the responsibility of the applicant to provide and maintain at least the quantity of signs and devices therein described, but to also supplement those with such additional signs, devices and flaggers as are necessary to functionally protect persons and property from injury or damage at all times and under all conditions, including changed or changing conditions. Warning signs, devices and methods shall be in place and protectively functional prior to the commencement of any of the permitted works within the limits of the highway right-of-way, and shall protect the public until all permit-associated works are complete.
2. Vehicles, equipment and materials shall be regulated by the applicant to assure consistently safe conditions. Particular care shall be exercised at all times to assure a safe traffic environment at and near the site of the work. These requirements pertain while the work operations are in active progress, as well as during periods of work shut down. Any discovered violation of this permit, and particularly as regards any failing to maintain a safe traffic and general public environment will require an immediate cure by the applicant of the fault discovered, could result in an order by WisDOT to stop further progress of the work, and may result in revocation of the permit and expulsion from the highway right-of-way.
3. Holiday and seasonal work restrictions apply to the permitted works. The applicant should obtain a copy of the applicable restrictions from the Transportation Regional Office identified on the face of this permit.
4. The permitted work shall be coordinated, and in no case interfere, with any highway improvement project being undertaken at the same time.
5. Blasting within the limits of the state highway right-of-way is expressly prohibited, unless specifically authorized by WisDOT.
6. The applicant shall provide the supervisor of the permitted work(s) with a copy of this permit and is responsible to assure that the supervisor is familiar with all the permit's details and requirements. A complete copy of the permit shall be in the possession of the work force at all times that work is being performed within the right-of-way. The applicant shall be responsible to the State for any failure to comply with any part of this permit.

7. It shall be the responsibility of the applicant to determine the location of, and protect or cause to be protected from any damage, any facilities existing in the area to be influenced by the permitted work. All notifications to others are likewise a responsibility of the applicant.
8. All operations shall be performed without obstructing nor closing all or any part of any highway traffic lane unless specifically sanctioned by WisDOT.
9. All costs for constructing and maintaining the permitted facilities shall be the obligation of the applicant. The permitted facilities shall, if necessary, be altered at the expense of the applicant to facilitate alteration, improvement, safety control, or maintenance of the highway, as may be ordered by WisDOT.
10. The permit does not transfer any land; nor give, grant or convey any land right, right in land, nor easement.
11. The permit authorizes only the described works of and for the applicant indicated on the face of the permit. It does not grant authority for the facilities of any other, either by present or future installation.
12. Any disturbance to, operation within, or use of a highway median is expressly prohibited, unless specifically sanctioned by WisDOT.
13. Construction methods and restorations shall be in accordance with applicable parts of WisDOT Standard Specifications for Road and Bridge Construction, current edition.
14. The applicant shall assure that proper erosion control measures are implemented prior to and at all times during work operations. The applicant shall also be responsible for providing and maintaining erosion control measures to protect all restored areas upon completion of the permitted works until the replacement vegetation achieves sustained growth.
15. No direct access for the installation, maintenance or repair of the permitted facility shall derive from the travel lane or shoulder of any freeway, nor from any ramp or loop or an interchange, except access rendered imperative by an actual emergency. In the latter event, contact shall be established by the applicant with the Wisconsin State Patrol and with the Transportation Regional Office indicated on the face of this permit by the earliest means possible.
16. Permitted facilities shall be located as defined within this permit. Any part of the facility found to be otherwise located shall be subject to correction by and at the cost of the applicant to such extent as WisDOT may specify. Any facility or part thereof which is located other than as the permit defines occupies such location solely at the risk of the applicant. Accordingly, if the same is undetected or is suffered to remain in variance to the permit, the applicant agrees to hold the State, its employees, agents and officers harmless and free of any cost, claim or liability associated with any accidental damage to such facility which may result from a highway construction, maintenance, traffic control, or right-of-way management function.
17. All highway facilities disturbed by the permitted works or associated operations shall be restored promptly. If restoration is not accomplished voluntarily, without delay, WisDOT may issue a notice setting a time-certain by which the restoration must be complete. If the applicant fails to satisfactorily complete all restorations within the time thus established, WisDOT may arrange directly for all needful restorations, and all costs associated with such restorations and the arrangements therefore shall be a cost-obligation of the applicant. The applicant agrees to pay any and all such costs.
18. Any brush, trash or waste materials resulting from the permitted works shall be removed from the highway right-of-way. No tree or shrub shall be cut, trimmed or damaged to facilitate the installation or maintenance of the permitted facility except as authorized by the owner of such tree or shrub. See Wisconsin Statutes 88.03(2),(4), 88.16(3), and 182.017(5). Disposal of such materials off the right-of-way shall be in accordance with applicable solid waste disposal regulations.
19. Upon completion of the work and restorations, written notice shall be filed within 10 calendar days with the authorized Department representative who approved the permit.
20. Operations and safety precautions pertinent to any trenching, tunneling, or excavation activities shall comply with the most strict requirements of all applicable regulations and codes, including, but not limited to, those of the Wisconsin Department of Workforce Development.
21. Smooth and finished slopes shall be constructed at any location where any regraded portion of the highway right-of-way meets the lands of the adjacent property owner.
22. Any excavation authorized within the limits of any normal highway pavement or shoulder area shall be backfilled with suitable granular material, placed in lifts or layers 12" or less each in depth, and compacted mechanically to the compaction of the adjacent and undisturbed ground or material. Water flooding and the use of moisture in excess of necessity to facilitate mechanical compaction are prohibited. Any subsequent heavings, settlements, or other faultings attributable to the permitted works shall be repaired to the satisfaction of WisDOT at the applicant's expense. Temporary sheeting and shoring shall be used as necessary to prevent soil caving in trenches and tunnels.
23. Any curb, gutter, sidewalk, driveway, gravel base, ballast or shoulder material, or other element of the highway right-of-way or facility disturbed by the permitted works shall be restored in kind to the qualities, grades, compactions and conditions at least equal to those prevailing ahead of the permitted work operations and all to the satisfaction of WisDOT.
24. Any turfed area of the right-of-way disturbed by the permitted works and operations shall be restored with fine-graded topsoil having a depth of not less than 4 inches, and reseeded to perennial grass, or sodded to the satisfaction of WisDOT.
25. If, in the opinion of WisDOT, the permitted works or facilities obstruct highway drainage, unduly increase the difficulty of highway maintenance, or in any other manner adversely affect a highway interest, the applicant shall, upon notice, cure the fault as directed, and restore the highway facility to the satisfaction of WisDOT.
26. For jacked or augered installations across and beneath any freeway, no vehicle, equipment nor material shall be any nearer to any freeway travel lane than the jacking pits; and no jacking pit shall be any nearer to the outer edge of the nearest freeway lane than 30 feet.
27. The applicant is responsible to assure that the site of construction is secure against any hazard to the public, both when the site is attended and during off-hours, any holiday, and the hours of night when the site is unattended.
28. The applicant should be aware that future upgrading of the highway may require the adjustment of part or all of the permitted facility in order to conform to the State's Utility Accommodation Policy.
29. The covers of manholes, shut-off and regulator valves, and like facilities shall be adjusted to the level of the immediately adjacent grades.
30. No vehicle, equipment or material relating to the permitted work shall be parked or stored within the limits of the highway right-of-way except such as are actively engaged in the work operation.
31. No greater length of trench shall be open at any time than is necessary to maintain essential progress of the work.

SPECIAL PERMIT PROVISIONS

The following checked provisions apply to this permit:

GENERAL

- 1. The applicant shall contact the Transportation Regional Office at the address and telephone number indicated on the face of this permit to arrange for a Regional representative to inspect the work site. No work under this permit shall be accomplished prior to his/her arrival.
- 2. The applicant shall notify the Transportation Regional Office at the address and telephone number indicated on the face of this permit prior to the completion of the work authorized and at a time that enables Regional personnel ample opportunity to inspect the work before the applicant's employees leave the site.
- 3. Construction by open-trench methods is authorized only if the permitted installation can be accomplished in advance of the highway paving. If this cannot be accomplished, the permitted facility shall be jacked and/or dry augured.
- 4. At any location where open-trench installation across highway pavement is authorized, the surfacing shall be saw-cut full depth to enable it to be restored with smooth joints.
- 5. All excavations shall be back-filled in accordance with the attached detail.

TRIMMING/CUTTING OF VEGETATION

- 6. Vegetation shall not be cut or trimmed without the consent of the owner. Non-target trees and shrubs shall not be damaged.
- 7. Trimming is limited to only that which is necessary to afford safe clearance. This does not authorize clear swath cutting.
- 8. The vegetation to be removed shall be surveyed and inspected jointly with a Department representative prior to any work commencing on the highway right-of-way.

ROADSIDE PLANTING

- 9. Trees and other plant materials may be planted only in such locations and in such species as indicated on the attached plans or as specified in the field by WisDOT.
- 10. The applicant shall maintain all plantings by watering and mulching when necessary during the first growing season. The applicant may replace dead or dying plantings at any time during this period.
- 11. No sign or marker identifying the plantings may be placed within the limits of the highway right-of-way.
- 12. WisDOT agrees to provide reasonable care and maintenance of the plantings to the extent of its usual and customary procedure in relation to any and all roadside vegetation.
- 13. WisDOT accepts no responsibility for loss that may occur to the plantings. The applicant shall be fully aware that the plantings are subject to mortality; thinning; normal hazards due to maintenance operations, snow control, and public utility installation or alteration; trimming or removal if and when the plantings cause restrictions to sight distance or hazardous snow and ice conditions on the highway; possible destruction should reconstruction of the highway be undertaken; and possible partial or complete abandonment or obliteration or return to private ownership if future changes in highway location should be made.

WI Dept. of Transportation
SE Region
P.O. Box 798
Waukesha, WI 53187-0798
(262) 521-5344

ADDITIONAL PERMIT PROVISIONS

1. During the performance of work described within this permit, the applicant and/or their contractor shall have a fully signed and executed copy of this permit on site. Failure to do so will cause this permit to become null and void and the work shall not be completed unless authorized through a subsequent permit.
2. Storm sewer construction shall conform to Section 607 of the Wisconsin Department of Transportation "Standard Specifications for Highway and Structure Construction"
3. **It shall be the applicant's responsibility to maintain the backflow preventer.**

Stormwater Management Fee Adjustment License Agreement

WHEREAS, the City of _____ (“City”) enacted an ordinance establishing a stormwater user fee (the “Ordinance”) which fee is based upon the amount of impervious surface located on real property in the City (“User Fee”); and

WHEREAS, said ordinance provides a basis for property-owners to obtain an adjustment to the User Fee (“Credit”) as set forth in the FEE ADJUSTMENT POLICY, Revised January 5, 2000 and as may be modified or amended in the future (“Adjustment Policy”); and

WHEREAS, section 5.6 of said Adjustment Policy makes available to certain entities a Credit of up to 100 percent of the User Fee where said entity permits the construction and maintenance of stormwater detention/retention facilities on its land which provide a city-wide benefit; and

WHEREAS, Milwaukee County (“County”) has objected to the Ordinance and Adjustment Policy on numerous grounds threatening the City with litigation to challenge the Ordinance and Adjustment Policy. In addition, the County has refused to pay the stormwater charges that the City has levied to date; and

WHEREAS, the City desires to have certain stormwater projects constructed and maintained, and, to avoid the threatened litigation, the City and County have agreed that it is in each party’s best interest for the County to make certain of its land available for the construction and maintenance of these stormwater projects in exchange for the City agreeing not to impose User Fees on the County to the extent provided by this Agreement; and

WHEREAS, the parties wish to set forth the terms and conditions of their agreement;

NOW THEREFORE, IT IS AGREED BY AND BETWEEN THE CITY AND COUNTY AS FOLLOWS:

1. Scope of Agreement. This Agreement pertains only to (a) parks located in the City that are owned, managed or controlled by the County’s Department of Parks, Recreation and Culture (“Parks Department”); (b) other properties located in the City that are owned, controlled or managed by the County’s Department of Public Works all of which are described more fully in Exhibit A (“Property”). The Property shall also include any land that is acquired by or transferred to the County’s Parks Department after the date of this Agreement and used primarily for park and/or recreational purposes.

2. Term. The initial term of this Agreement is 40 years. This Agreement shall automatically renew for additional periods of 40 years each, provided the land described in Exhibit C to this Agreement is being made available for stormwater management at the end of the preceding term. For example, if this land is being made available for stormwater management at the end of the 80th year of this Agreement, the Agreement will automatically be extended for an additional term of 40 years.

3. Credit.

(a) The County shall receive a credit in an amount equal to the User Fee otherwise attributable to the Property in exchange for the County making land available for the designing, planning, construction and maintenance of the stormwater projects described in Exhibits B and C (the "Stormwater Projects"); provided the County does not unreasonably withhold its consent to the design and plans for the Stormwater Projects. The land that is being made available is also described in Exhibits B and C (the "Land"). The County and City agree that the Land does not have to be used exclusively for stormwater management purposes to entitle the County to receive this credit, but any additional uses may not materially interfere with the use of the Land for stormwater management purposes. In addition, any impervious areas added within the area of the Property in the future is not subject to the City's User Fee.

(b) No User Fee attributable to the Property shall be billed to the County as long as the Land is made available by the county for the Stormwater Projects. If the Land is not made available for these purposes, the City shall give notice to the County and provide a reasonable period of time for the County to cure the alleged failure. If the alleged failure is not cured within this time period, the Property shall then be subject to User Fees from the time the failure occurred until the failure is cured together with interest and penalties as set forth in the Ordinance. However, nothing in this Agreement shall prevent the County from challenging the right of the City to impose and collect a User Fee for this Property. If the City is permitted to impose a User Fee on the County, the City may collect these sums of money in the same manner as provided under the Ordinance for collection of delinquent User Fees.

4. Transfer of Property. Should any portion of the Property be sold or leased by the County to an entity that is not related to the County, the portion that is sold or leased will no longer qualify for the credit provided for in this Agreement until such time as the portion of the Property reverts back to the County or another entity related to the County. This paragraph does not preclude that portion of the Property from otherwise qualifying for a credit on some other basis under the Adjustment Policy.

5. Waiver of Right-of-Entry Fees. The County agrees to waive all "right of entry" permit charges for the installation of stormwater facilities over and in the Property. The City shall otherwise comply with all other application and permit conditions, including the need to obtain easements from the County.

6. Waiver of Charges Imposed in Lieu of User Fees. This Agreement shall also apply to any other method adopted by the City to collect money from the Property for the construction, operation and maintenance of the City's storm sewers and any other activity allowed by this Ordinance or Wisconsin Statute sections 66.8019 regarding stormwater ("Stormwater Work"). This applies to any method of collection including but not limited property taxes, special assessments, user fees, special charges or the like. In the event the City attempts to collect any money from the Property for Stormwater Work, no matter the form of collection, the City then agrees to pay a user fee to the County in an amount equal to these charges for the right to continue to use the Land for stormwater management purposes. If the County is unable to enforce this provision of the Agreement and the net result is that the County pays a User fee, or

11. Medical Complex. While this Agreement only relates to the Property as defined in Section 1, the City and County agree that this Agreement does not prevent the County from challenging the right of the City to impose and collect a User Fee, or similar fee, on any land or improvement that is owned, controlled or managed by the County within the City but which is not covered by this Agreement. By way of example only, the parties agree that they will review the charges currently being imposed on the land and improvements known as the Medical Complex at the County Grounds, and nothing in this Agreement precludes the County or any other party that has standing from challenging these User Fees.

12. License Agreement. The City acknowledges that this Agreement constitutes a license agreement referred to in Section 5.6 of the Adjustment Policy and that the Stormwater Projects fulfill the requirements referred to in Section 5.6 of the Adjustment Policy for the granting of credit referenced in that section.

13. No Admission. If the County challenges the City's right to impose and collect User Fees on any land owned, managed or controlled by the County, including, but not limited to, the Property, the City and County agree that this Agreement may not be used in any such challenge to show, demonstrate or prove that the County agreed to be subject to the Ordinance or the imposition or collection of User Fees.

14. Future Negotiations. The County and City agree to negotiate the municipal issues that exist between them in good faith as soon as practical after the effective date of this Agreement. These issues include, but are not limited to, stormwater infrastructure, potable water supply, sanitary sewers, streets and street lighting and fire and police services.

Dated this _____ day of _____, 20____.

MILWAUKEE COUNTY

CITY OF _____

Parcels Owned by Milwaukee County within the City of Greenfield
08/31/12



	PARCEL_KEY	MUNINAME	OWNERNAME1	OWNERADDR	OWNERCTYST	OWNERZIP	HOUSE ST	STREETNAME	STREETTYPE
1	575-9000	Greenfield	MILWAUKEE COUNTY	901 N 9TH ST	MILWAUKEE, WI	532330000	3600	W LOOMIS	RD
2	652-8999	Greenfield	MILWAUKEE COUNTY	901 N 9TH ST	MILWAUKEE, WI	532330000			
3	622-9959-001	Greenfield	MILWAUKEE COUNTY	901 N 9TH ST	MILWAUKEE, WI	532330000		W BARNARD	AVE
4	614-1049	Greenfield	MILWAUKEE COUNTY	901 N 9TH ST	MILWAUKEE, WI	532330000		S ROOT RIVER	PKWY
5	567-9988-001	Greenfield	MILWAUKEE COUNTY	901 N 9TH ST	MILWAUKEE, WI	532330000	10720	W HOWARD	AVE
6	566-9970-001	Greenfield	MILWAUKEE COUNTY	901 N 9TH ST	MILWAUKEE, WI	532330000		S 112TH	ST
7	566-9976-001	Greenfield	MILWAUKEE COUNTY	901 N 9TH ST	MILWAUKEE, WI	532330000		W COLDSRING	RD
8	566-9998	Greenfield	MILWAUKEE COUNTY	901 N 9TH ST	MILWAUKEE, WI	532330000		W BELOIT	RD
9	566-9999-001	Greenfield	MILWAUKEE COUNTY	901 N 9TH ST	MILWAUKEE, WI	532330000		S 108TH	ST
10	563-9991-001	Greenfield	MILWAUKEE COUNTY	901 N 9TH ST	MILWAUKEE, WI	532330000		W BELOIT	RD
11	563-9993-002	Greenfield	MILWAUKEE COUNTY	901 N 9TH ST	MILWAUKEE, WI	532330000			
12	564-9999	Greenfield	MILWAUKEE COUNTY	901 N 9TH ST	MILWAUKEE, WI	532330000		W MORGAN	AVE
13	524-8977-003	Greenfield	MILWAUKEE COUNTY	901 N 9TH ST	MILWAUKEE, WI	532330000		S 106TH	ST
14	524-8977-001	Greenfield	MILWAUKEE COUNTY	901 N 9TH ST	MILWAUKEE, WI	532330000		W MORGAN	AVE
15	563-9989-001	Greenfield	MILWAUKEE COUNTY	901 N 9TH ST	MILWAUKEE, WI	532330000		W BELOIT	RD
16	563-9992	Greenfield	MILWAUKEE COUNTY	901 N 9TH ST	MILWAUKEE, WI	532330000		W HOWARD	AVE
17	608-9995-005	Greenfield	MILWAUKEE COUNTY	901 N 9TH ST	MILWAUKEE, WI	532330000	10777	W COLDSRING	RD

Greenfield Stormwater Fees

Bill Due Date	Account	Address	Tax Key	Amount	Balance Forward	Notes
2/22/2010	129-81-20452	3600 W Loomis (Zablocki)	575-9000-	1,220.10	-	new charge - added to existing account
5/11/2010				732.06	1,275.00	
5/19/2010				732.06		have no copy of bill
11/9/2010				732.06	3,375.14	some of this may be sewer (never got previous bill?)
2/16/2011				732.06	-	past due to tax roll
5/24/2011				732.06	765.00	
8/16/2011				732.06	1,564.43	
10/24/2011				732.06	1,122.63	
2/9/2012				732.06	-	past due to tax roll
5/8/2012				732.06	1,138.96	
8/14/2012				732.06	1,955.22	

Bill Due Date	Account	Address	Tax Key	Amount	Balance Forward	Notes
2/21/2010	22197-15142	Unassigned	563-9994-	41.50		new charge - new account
11/17/2010		S116th St Root River		24.90	100.57	did not receive bills in between
3/7/2011				24.90	-	past due to tax roll
6/6/2011				24.90	26.02	
9/2/2011				24.90	53.21	
10/21/2011				24.90	81.62	
3/1/2012				24.90	-	past due to tax roll
5/29/2012				24.90	26.02	
8/14/2012				24.90	53.21	

Bill Due Date	Account	Address	Tax Key	Amount	Balance Forward	Notes
	22137-27034	Root River Pkwy at 143	613-8998-0010	7,072.29		amt is from tax bill - may owe more - never rec'd bills

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

Date: August 30, 2012

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

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

Subject: **Village of Whitefish Bay Request for a Storm Sewer Easement – Action Item**

ISSUE

The Department of Parks, Recreation and Culture (DPRC) respectfully requests authorization to grant to the Village of Whitefish Bay (Village) a permanent easement so that the Village may construct, operate and maintain a storm sewer and related improvements in and across DPRC property in Estabrook Park.

BACKGROUND

At present, the Village owns and operates a storm sewer system serving the neighborhood located east of Estabrook Park. To help alleviate flooding in this area, the Village plans to construct modifications to the system. The proposed modifications include the replacement of the existing discharge pipe through the Park from near the intersection of Wilson Drive and Diversey Boulevard to the Milwaukee River. The final segment of this new storm sewer will carry storm water flows from this neighborhood directly to the Milwaukee River across DPRC property in Estabrook Park (see [Exhibit A](#)).

DPRC has reviewed and approved the Village’s preliminary plans for these proposed improvements. The final proposed storm sewer alignment was chosen to minimize the impact to DPRC property. The proposed easement will provide the land rights to install, operate and maintain the sewer at no cost to the County. The Village and DPRC have met to ensure that the potential impacts to County parkland from the proposed

improvements within the subject area are minimal. The project is scheduled to be completed in early 2013. All areas disturbed by the construction, operation or maintenance of the subject areas will be restored to DPRC specifications at no cost to the County. Appropriate County staff will review and approve all documents as required prior to execution.

RECOMMENDATION

The Interim Parks Director respectfully recommends that DPRC, Department of Administrative Services, Corporation Counsel and Risk Management staff be authorized to negotiate, prepare, review, approve, execute and record all documents and perform all actions required to grant a permanent easement to the Village of Whitefish Bay for the construction, operation and maintenance of portions of the proposed storm sewer system. It is further recommended that the County Executive and County Clerk be authorized to execute the easements and required documents.

Prepared by: Kevin Haley, Landscape Architect/DPRC

Recommended by:

Approved by:

Laura Schloesser, Chief of
Administration and External Affairs

James Keegan, Interim Parks
Director

Attachment: Exhibit A – Proposed Storm Sewer Discharge

Cc: County Executive Chris Abele
Amber Moreen, Chief of Staff, County Executive’s Office
Kelly Bablitch, Chief of Staff, County Board
Supervisor, Gerry Broderick, Chair, Parks, Energy & Environment Committee
Supervisor, Jason Haas, Vice–Chair, Parks, Energy & Environment Committee
Supervisor Willie Johnson Jr., District 13
Vince Masterson, Fiscal Mgt. Analyst, Admin & Fiscal Affairs/DAS
Janelle Jensen, Parks, Energy & Environment Committee Clerk
Glenn Bultman, Research Analyst, County Board
Jessica Janz–McKnight, Research Analyst, County Board

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(ITEM NO.) From the Interim Director, Department of Parks, Recreation and Culture, seeking authorization to grant a permanent easement to the Village of Whitefish Bay to allow for the construction, operation and maintenance of a storm sewer outfall in and across certain portions of Estabrook Park, by recommending adoption of the following:

A RESOLUTION

WHEREAS, at present Whitefish Bay owns and operates a storm sewer system serving the neighborhood located east of Estabrook Park; and

WHEREAS, to help alleviate flooding in this area, the Village plans to construct modifications to the system; and

WHEREAS, the proposed modifications include the replacement of the existing discharge pipe through the Park from near the intersection of Wilson Drive and Diversey Boulevard to the Milwaukee River and

WHEREAS, the final segment of this new storm sewer will carry storm water flows from this neighborhood directly to the Milwaukee River across DPRC property in Estabrook Park, and

WHEREAS, the Village of Whitefish Bay has requested that Milwaukee County grant it a permanent easement so that the Village may construct, operate and maintain a segment of storm sewer and related improvements in and across DPRC property in Estabrook Park; and

WHEREAS, The Department of Parks, Recreation and Culture (DPRC) respectfully requests authorization to grant to the Village of Whitefish Bay (Village) a permanent easement; and

WHEREAS, the proposed easement will provide the land rights to install, operate and maintain the sewer at no cost to the County; and

WHEREAS, to allow the storm sewer relocation and replacement, a short portion of sewer will be located partially in and across Estabrook Park; and

WHEREAS, the final proposed storm sewer alignment was chosen to minimize the impact to DPRC property; and

45 WHEREAS, DPRC has reviewed and approved the Village's preliminary
46 plans for their proposed improvements; and

47
48 WHEREAS, the project is scheduled to be completed in early 2013; and

49
50 WHEREAS, The Village of Whitefish Bay will compensate the DPRC \$50,000
51 for the requested easement; and

52
53 WHEREAS, the Village and its contractors will perform all construction,
54 operation, maintenance and site restoration for these improvements at no cost
55 to the County; and

56
57 WHEREAS, Appropriate County staff will review and approve all
58 documents as required prior to execution; and

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

65
66 BE IT RESOLVED, that the Milwaukee County Board of Supervisors does
67 hereby authorize the Parks Director, the Department of Administrative Services,
68 Risk Management, Corporation Counsel and Register of Deeds to negotiate,
69 prepare, review, approve, execute and record all documents, and perform all
70 actions as required to grant, execute and implement the required permits and
71 easements to the Village of Whitefish Bay for the construction, operation and
72 maintenance of a sanitary sewer in and across portions of Estabrook Park; and

73
74 BE IT FURTHER RESOLVED that the County Executive and County Clerk are
75 authorized to execute the easement and required documents.

76
77

MILWAUKEE COUNTY FISCAL NOTE FORM

DATE: August 31, 2012

Original Fiscal Note

Substitute Fiscal Note

SUBJECT: Authorization to Grant to the Village of Whitefish Bay a Permanent Easement in and Across a Portion of Estabrook Park so that the Village may Construct a New Storm Sewer.

FISCAL EFFECT:

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

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

	Expenditure or Revenue Category	Current Year	Subsequent Year
Operating Budget	Expenditure	0	0
	Revenue	\$50,000	0
	Net Cost	0	0
Capital Improvement Budget	Expenditure	0	0
	Revenue	0	0
	Net Cost	0	0

DESCRIPTION OF FISCAL EFFECT

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

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

A. The Village of Whitefish Bay has requested from Milwaukee County a permanent easement in and across a certain portion of Estabrook Park so that the Village may relocate, construct, install, and maintain a new segment of storm sewer system.

B. The Village of Whitefish Bay will compensate the DPRC with a one-time payment of \$50,000 for this easement

C. No Impact.

D. None.

Department/Prepared By Kevin Haley/DPRC

Authorized Signature _____

Did DAS-Fiscal Staff Review? Yes No

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

**PERMANENT SEWER and
TEMPORARY CONSTRUCTION EASEMENT**

THIS EASEMENT AGREEMENT (the "Easement"), made by and between MILWAUKEE COUNTY, a municipal body corporate duly organized and existing under and by virtue of the laws of the State of Wisconsin, GRANTOR (hereinafter referred to as "COUNTY"), hereby conveys to the VILLAGE OF WHITEFISH BAY, a municipal body corporate, GRANTEE (herein after referred to as "VILLAGE"), the following described PERMANENT SEWER and TEMPORARY CONSTRUCTION, EASEMENT in, upon, under, across, over, through and along certain land as described below and shown on the attached Exhibit "A" for the purpose of constructing, operating and maintaining a storm sewer outfall and related improvements (the "Facilities"), in Estabrook Park, west of North Wilson Drive at Courtland Place, located in the Village of Whitefish Bay, Milwaukee County, State of Wisconsin.

This space is reserved for recording data

Return to:

Kevin Haley
Milwaukee County Parks Dept.
9480 Watertown Plank Rd.
Wauwatosa, WI 53226

Parcel Identification Number/Tax Key Number

Part of Tax Key #
Part of Tax Key #

Legal Description of Easement Parcel:

The COUNTY is the fee holder of the parcel of real property, parcel numbers 235-9999-000 and 235-9998-000 (the "Property"), located in the Village of Whitefish Bay, Milwaukee County, State of Wisconsin, as more particularly described on Exhibit "A" (the "Easement Area"), which exhibit is attached hereto and incorporated herein by reference.

This Easement Grant is Subject To the Following Terms and Special Conditions:

1. COUNTY grants to VILLAGE a permanent limited easement and right-of-way over the Easement Area to construct, operate and maintain a sewer outfall facility in Estabrook Park. VILLAGE'S use of the Easement Area shall be limited to the placement, construction, operation, maintenance, repair, replacement and removal of the Facilities. The COUNTY and VILLAGE acknowledge that this Easement is non-exclusive and that COUNTY will continue to use the Easement Area and shall have the right to make other agreements, such as leases, licenses, and easements with one or more utilities or other entities provided that any such subsequent agreement shall not interfere with VILLAGE'S rights under this Easement. Facilities other than that which is defined in this Easement shall be installed only upon the Grantor and Grantee hereto negotiating an amendment of this Easement or executing a superseding easement agreement.
2. COUNTY reserves to itself, its successors and assigns all mineral rights and the right to make use of the land included in the Easement Area and to erect buildings or other structures thereon, as will not injure or disturb the Facilities or related appurtenances; provided, however, that plans for said improvements shall be reviewed and approved by the VILLAGE. Said approval shall not be unreasonably withheld and the review will be made in a timely fashion at no charge to the COUNTY.
3. It is further understood and agreed that the COUNTY or its representatives shall have the right to enter upon the Easement Area at any time to make any inspection it may deem expedient to the proper enforcement of any term or condition of this Easement and for the purpose of performing work related to any public improvement, including but not limited to, driveways, roadways, parking areas, walkways, trails, signage and lighting ("Improvements") in, upon or along said Easement Area as the COUNTY may deem appropriate provided

such Improvements do not damage the Facilities and appurtenances thereto, including reasonable access to them, installed by the VILLAGE.

4. VILLAGE shall provide written notice to the Director of the Milwaukee County Department of Parks, Recreation and Culture (the "Parks Director") prior to the commencement of any work within the Easement Area by VILLAGE. Said notice shall indicate the anticipated start date and duration of the proposed work and include plans showing the location, depth, type of installation, trees and shrubs within the boundary line of said Easement Area, drawings and specifications detailing construction methodology, the erosion and sedimentation control plan and the preservation and restoration methods to be employed. These shall be reviewed and approved by the COUNTY prior to commencing any construction activities. Violation of the aforementioned conditions during periods of emergency shall not result in cancellation or penalty. Within 24 hours of an incident constituting an emergency, the VILLAGE shall give notice to the Parks Director of such emergency.

5. VILLAGE shall secure and pay for all permits required by any governing body or agency, including but not limited to, the Milwaukee County Department of Parks, Recreation and Culture ("DPRC") before any substantial construction, repair or maintenance work commences; and any modifications, developments, or improvements to the Facilities shall be subject to the written approval of the COUNTY. All construction, operation and repairs of the Facilities installed within this Easement Area shall be completed at no expense to the COUNTY.

(a) VILLAGE shall, at all times, obtain a Right-of-Entry ("ROE") Permit from DPRC before performing any ground disturbing activities in any part of the Easement Area. VILLAGE'S application for an ROE shall be reviewed and approved by the COUNTY prior to commencing any ground disturbing activities. The ROE requires fees for inspection and failing to obtain an ROE is subject to penalty. The ROE can be obtained at the Milwaukee County Dept. of Parks, Recreation and Culture, 9480 Watertown Plank Rd. Wauwatosa, WI 53226. Should there be any conflict between the ROE and this easement document this easement document shall supersede. COUNTY approval of the ROE shall not be unreasonably withheld and the fee for said ROE shall be waived by the COUNTY in lieu of the **Fifty Thousand no/100 Dollars (\$50,000.00)** payment VILLAGE is providing COUNTY for this Easement.

6. VILLAGE shall not suffer or permit any construction or mechanics' liens to be filed, or if filed, to remain uncontested, against the fee of the Easement Area, nor against the VILLAGE'S interest in the Easement Area, by reason of work, labor services or materials supplied, or claimed to have been supplied, to VILLAGE. If any such lien is filed, VILLAGE shall immediately cause the same to be discharged or released, or shall upon request provide adequate and acceptable security or bond to protect County's interest.

7. No trees, shrubs or vegetation within or adjacent to the Easement Area shall be removed, trimmed or damaged without the written permission of DPRC. In that regard, a specific construction and restoration landscaping plan has been reviewed and approved by DPRC.

8. It is an express condition of the granting of this Easement that as much of the surface and subsurface of the soil and as much of the Improvements as may be disturbed or damaged in the construction, operation, use, maintenance and repair of the purpose for which this Easement is granted will, at the expense of the VILLAGE, be replaced or repaired to essentially the same condition, or better, as existed immediately prior to the occurrence of such damage, to the satisfaction of DPRC. The Temporary Easement shall terminate upon completion of the construction project for which this instrument is given. Said temporary easement area will be restored "in kind".

9. This Easement shall terminate upon the abandonment or non-use of the Facilities herein authorized to be constructed in, under, over, and along said Easement Area. Prior to abandonment or upon non-use, the Facilities and related structures shall be abandoned in accordance with "Wisconsin State Standards for Facilities and Water Construction" and other applicable standards. Upon the termination of this Easement, VILLAGE, at VILLAGE'S sole cost, shall remove from the Easement Area all of the Facilities installed by VILLAGE. VILLAGE shall also restore the Easement Area to a condition equivalent to that which existed prior to the date that VILLAGE first occupied the Property.

10. COUNTY, utilizing available data, has reviewed the VILLAGE'S construction plans, but in no way can the COUNTY assure complete accuracy. The VILLAGE shall comply with all state and local laws regarding location and protection of existing utilities. The VILLAGE shall contact Diggers Hotline, the Park Maintenance Division of DPRC and all applicable municipalities prior to commencing any construction to verify all pertinent easements and existing utility locations within the Easement Area boundaries.

11. VILLAGE shall, to the full extent permitted by law, indemnify, defend and hold harmless, COUNTY and its agents, officers and employees, from and against all loss or expense, including costs and attorney fees, incurred by reason of liability for damages, including suits at law or in equity, caused by any wrongful, intentional, or negligent act or omission of the VILLAGE, or its agents which may arise out of or are connected with the activities covered by this Easement.

12. VILLAGE also hereby agrees, to full extent provided for under any environmental laws, rules and regulations, to be responsible for any repair, cleanup, remediation, or detoxification arising out of (1) any hazardous materials brought onto or introduced into the Easement Area, or surrounding areas by VILLAGE, its agents or guests, and (2) hazardous materials whose presence pre-exists the commencement of VILLAGE'S Easement term, located in and on the Easement Area, that are discovered or disturbed as a result of VILLAGE'S construction activities on, at or near the Easement Area. VILLAGE shall indemnify, defend, and hold COUNTY harmless from any liability, cost, damage, claim or injury (including reasonable attorney fees) arising therefrom. "Hazardous materials" shall be interpreted broadly to mean any substance or material defined or designated as hazardous or toxic wastes, hazardous or toxic material, hazardous or toxic radioactive substance, or other similar term by any federal, state or local environmental law, regulation or rule presently in effect or promulgated in the future, as such laws, regulations or rules may be amended from time to time; and it shall be interpreted to include, but not be limited to, any substance which after release into the environment will or may reasonably be anticipated to cause sickness, death or disease.

(a) VILLAGE in consideration of this Easement through all the land previously described, hereby covenants and agrees with COUNTY that Grantee will construct and maintain said Facilities in good order and condition.

(b) VILLAGE in and during the construction of said Facilities and thereafter in and about their operation, maintenance, repair or reconstruction will indemnify and save harmless COUNTY, its successors and assigns, from all claims for injury or death to any person or for damage to property of any person arising out of the installation, use and maintenance of the aforesaid facilities; excepting, however, any claims or actions arising out of negligence or willful acts on the part of COUNTY, its employees, agents, and invitees.

Nothing in paragraph 12 is intended to create nor does it create any right, title, or interest for the benefit of persons or entities not otherwise included in the term "employees, agents, and invitees".

13. All of the terms and conditions in this Easement, including the benefits and burdens, shall run with the land and shall be binding upon, inure to the benefit of, and be enforceable by the COUNTY and the VILLAGE and their respective successors and assigns. VILLAGE shall not assign this Easement nor sublet the Premises, or any portion thereof, to any person, business entity, organization or municipality, without the prior written consent of the County. Said consent may be withheld at the sole discretion of the County, but shall not be unreasonably withheld. Before an assignment shall be effective, any assignee shall assume in writing all obligations of the VILLAGE under the terms and conditions of this Easement.

14. Nothing contained within this document is intended to be a waiver by the COUNTY or the VILLAGE of their right and opportunity to rely upon the limitations and immunities contained within Wisconsin law, including those contained in Wis. Stat. § 893.80.

IN WITNESS WHEREOF, the authorized representatives of the above named parties have caused their hands and seals to be hereunto affixed.

MILWAUKEE COUNTY

(Signature)
CHRIS ABELE, COUNTY EXECUTIVE
(Print Name-Title)

(Date)

State of Wisconsin)
) ss.
Milwaukee County)

On the above date, this instrument was acknowledged before me by the named officer of Milwaukee County and that he executed the foregoing instrument by its authority.

(Signature, Notary Public, State of Wisconsin)

(Print or Type Name, Notary Public, State of Wisconsin)

(Date Commission Expires)

(Signature)
JOSEPH J. CZARNEZKI, COUNTY CLERK
(Print Name-Title)

(Date)

State of Wisconsin)
) ss.
Milwaukee County)

On the above date, this instrument was acknowledged before me by the named officer of Milwaukee County and that he executed the foregoing instrument by its authority.

(Signature, Notary Public, State of Wisconsin)

(Print or Type Name, Notary Public, State of Wisconsin)

(Date Commission Expires)

Approved as to form:

Reviewed by:

Milwaukee County Corporation Counsel

Milwaukee County Risk Management

VILLAGE OF WHITEFISH BAY

(Signature)

(Print Name and Title)

(Date)

State of Wisconsin)
) ss.
Milwaukee County)

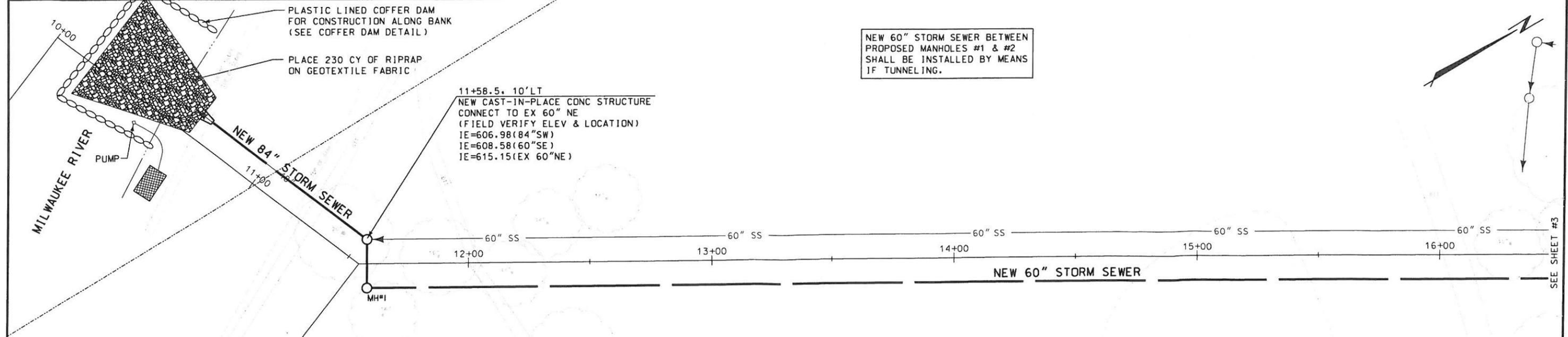
On the above date, this instrument was acknowledged before me by the above named _____ of the Village of Whitefish Bay, known to me to be such officer, and who acknowledged that he executed the forgoing instrument on its behalf for the purpose aforesaid and by its authority as such officer.

(Signature, Notary Public, State of Wisconsin)

(Print or Type Name, Notary Public, State of Wisconsin)

(Date Commission Expires)

REVISION/PLOT DATE SH+08_Plan&Prof1 | eEstabrookPh2.dgn 6/26/2012
 PLOT BY: T. Bryson, CPE, EIT

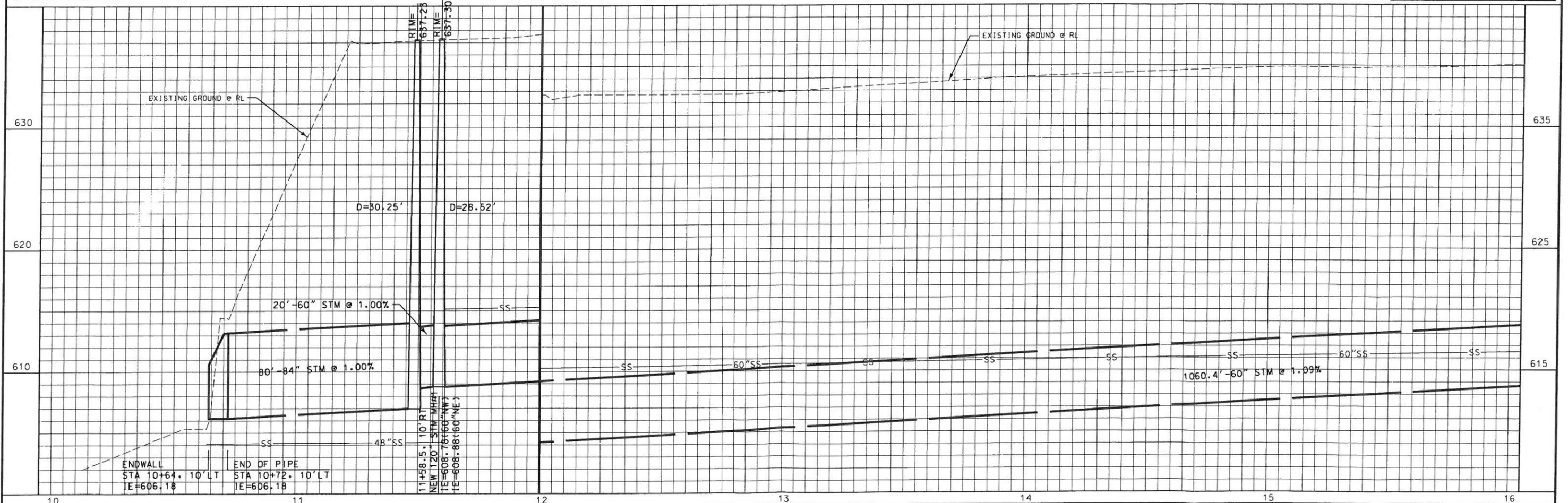


NEW 60" STORM SEWER BETWEEN PROPOSED MANHOLES #1 & #2 SHALL BE INSTALLED BY MEANS OF TUNNELING.

DEWATER COFFER DAM AREA WITH WATER BEING PUMPED INTO TYPE 1 GEOTEXTILE FILTER BAG LOCATED ON FLAT BED OF RIPRAP. FIELD LOCATE BEST AREA FOR FILTER BAG. CLEAN SEDIMENT FROM BAG DAILY OR AS NEEDED.

THE LOCATION OF UNDERGROUND STRUCTURES OR FACILITIES SHOWN ON THE PLANS ARE BASED ON AVAILABLE RECORDS AT THE TIME OF PREPARATION AND ARE NOT GUARANTEED TO BE COMPLETE OR CORRECT. THE CONTRACTOR IS RESPONSIBLE FOR CONTACTING ALL UTILITIES 72 HOURS PRIOR TO CONSTRUCTION TO DETERMINE THE EXACT LOCATION OF ALL FACILITIES AND TO PROVIDE ADEQUATE PROTECTION DURING THE COURSE OF THE WORK.

ESTABROOK PARK



NO.	REVISIONS	BY	DATE

VERIFY SCALES	DRAWN BY:	DESIGNED BY:
BAR IS ONE INCH ON ORIGINAL DRAWING.	PRELIM B.J.G.	C. WALTER
IF NOT ONE INCH ON THIS SHEET, ADJUST SCALES ACCORDINGLY	FINAL B.J.G.	CHECKED BY:
		T. HARTJES
	DATE	SCALE
	APRIL, 2012	HORZ: 1"=20'
		VERT: 1"=4'

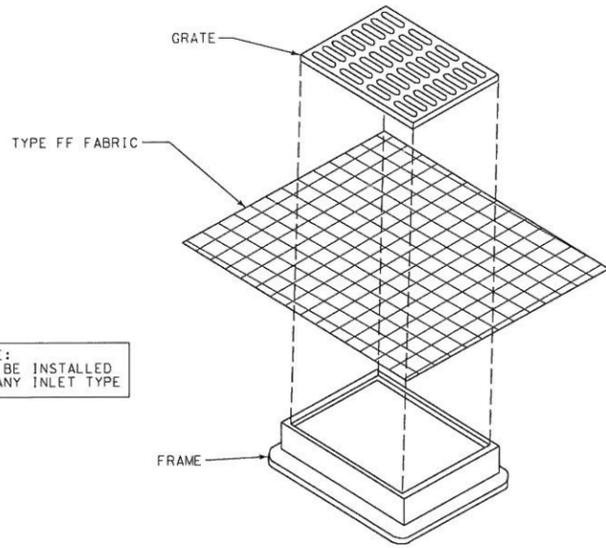
REVISED TO CONFORM TO CONSTRUCTION RECORDS
 DATE

CRISPELL-SNYDER, INC.
 PROFESSIONAL CONSULTANTS
 Lake Geneva (262)348-5600 Madison (608)244-6277 Milwaukee Regional (262)250-8000
 Racine (262)554-8530 Fox Valley (715)752-4620

**SOUTH SIDE STORM WATER IMPROVEMENTS
 PHASE 2 ESTABROOK PARK
 VILLAGE OF WHITEFISH BAY
 MILWAUKEE COUNTY, WISCONSIN**

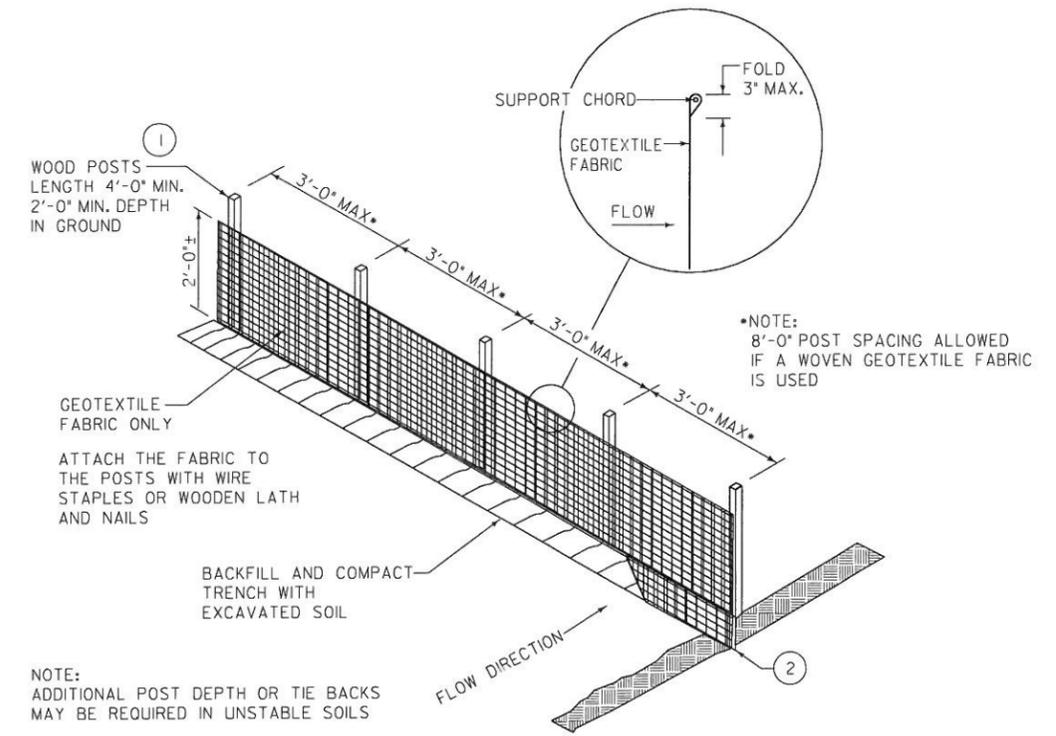
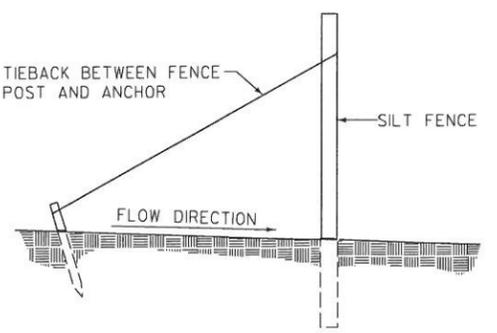
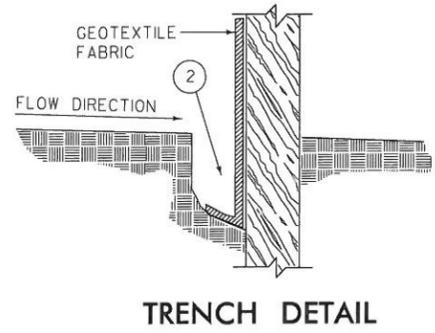
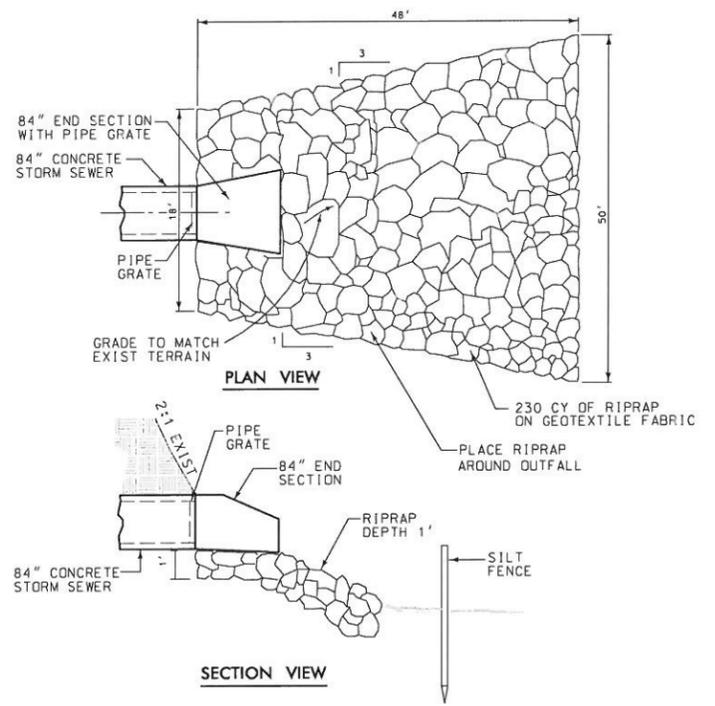
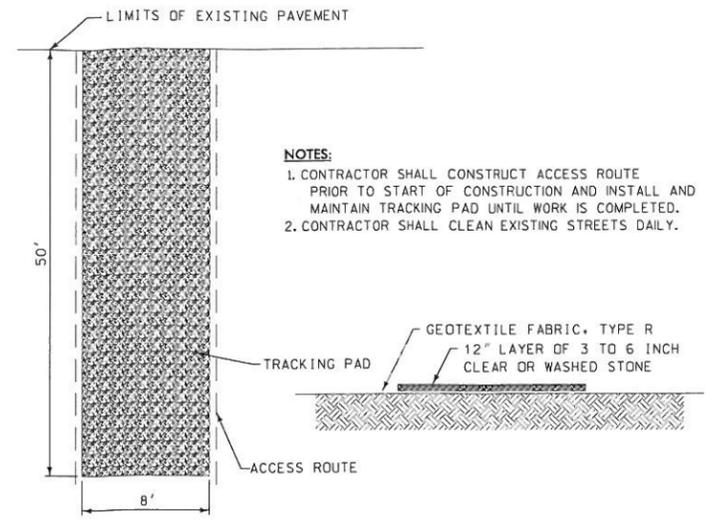
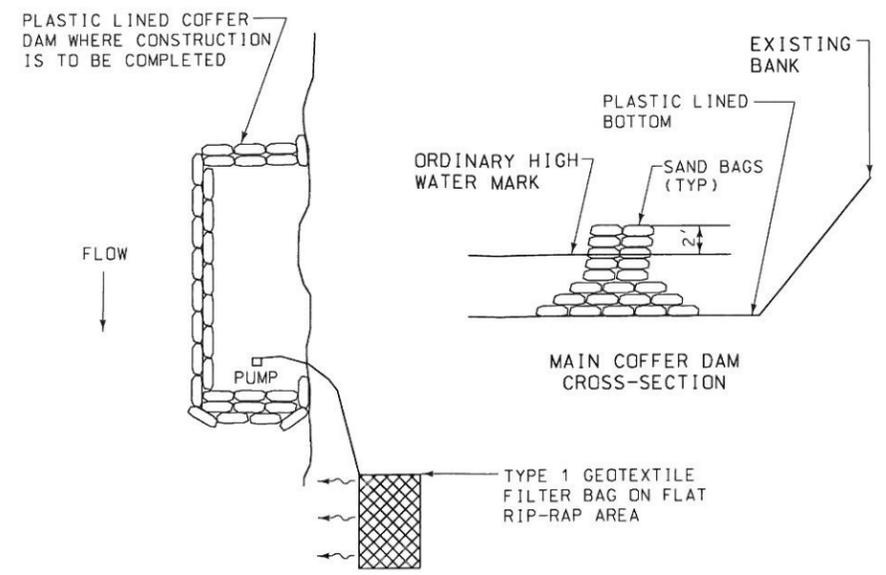
PROJECT NO.	R11-0861-100
SHEET NO.	8 OF 16
FILE NO.	f-

REVISION/PLOT DATE
ErosionControlDetail.s.dgn 7/11/2012
WFS/ASB/ST/US



GENERAL NOTES:
FABRIC SIZE SHALL BE 6" GREATER ON ALL SIDES OF THE INLET COVER.
FABRIC SHALL BE REPLACED AT THE ENGINEERS DISCRETION.
THE WEIGHT OF THE INLET GRATE WILL HOLD FABRIC IN PLACE
FOR INLET WITHOUT A CURB HEAD.

INLET PROTECTION - TYPE B



NO.	REVISIONS	BY	DATE	VERIFY SCALES	DRAWN BY:	DESIGNED BY
		MG		BAR IS ONE INCH ON ORIGINAL DRAWING.	PRELIM BJB	C. WALTER
				IF NOT ONE INCH ON THIS SHEET, ADJUST SCALES ACCORDINGLY	FINAL BJB	CHECKED BY T. HARTJES
					DATE JULY, 2012	SCALE NTS
Parks - September 18, 2012 - Page 132						
ALL RIGHTS RESERVED						
REVISED TO CONFORM TO CONSTRUCTION RECORDS						

CRISPELL-SNYDER, INC.
PROFESSIONAL CONSULTANTS

Lake Geneva (262)348-5600 Madison (608)244-6277 Milwaukee Regional (262)250-8000
Racine (262)554-8530 Fox Valley (715)752-4620

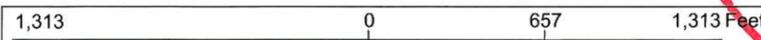
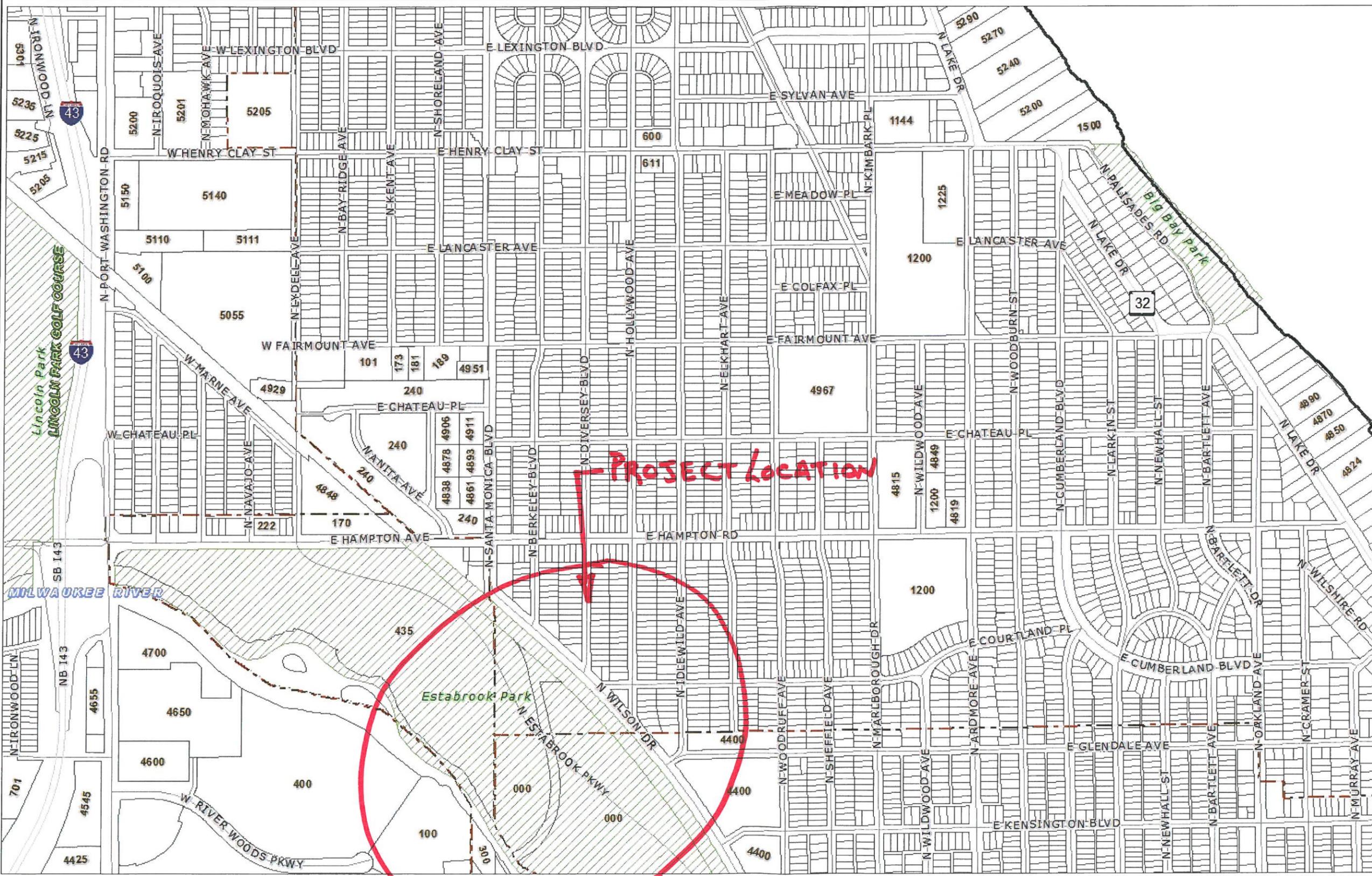
EROSION CONTROL DETAILS
SOUTH SIDE STORM WATER IMPROVEMENTS
VILLAGE OF WHITEFISH BAY
MILWAUKEE COUNTY, WI

PROJECT NO. R11-0861-100
SHEET NO. 1 OF 1
FILE NO.



MILWAUKEE COUNTY INTERACTIVE MAPPING SERVICE

- Legend**
- County Boundary
 - Highways, to 8k
 - Street Centerlines, 0k to 8k
 - Railroad 8k
 - Water 8k
 - Rivers 8k
 - Airport 8k
 - Landmarks 8k
 - ▨ County Parks 8k
 - ▤ Municipal Subdivisions 25k
 - Tax Parcels



1:7,878

© MCAMLIS

THIS MAP IS NOT TO BE USED FOR NAVIGATION

DISCLAIMER: This map is a user generated static output from the Milwaukee County Land Information Office Interactive Mapping Service website. The contents herein are for reference purposes only and may or may not be accurate, current or otherwise reliable. No liability is assumed for the data delineated herein either expressed or implied by Milwaukee County or its employees.

Notes
Enter Map Description



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

Date: August 30, 2012

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

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

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

ISSUE

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

BACKGROUND

Oral presentation by the Department of Parks, Recreation and Culture, updating the committee on changes to the eligibility criteria to receive Knowles–Nelson Stewardship Program grants.

RECOMMENDATION

No action requested. Informational item unless further action required.

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

Recommended by:

Approved by:

Laura Schloesser, Chief of
Administration and External Affairs

James Keegan, Interim Parks
Director

Cc: County Executive Chris Abele
Amber Moreen, Chief of Staff, County Executive's Office
Kelly Bablitch, Chief of Staff, County Board
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
JAMES KEEGAN, INTERIM DIRECTOR OF PARKS, RECREATION AND CULTURE

Date: August 30, 2012

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

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

Subject: Update on Green Bay Packers Hometown Huddle Playground Installation Project – INFORMATIONAL

ISSUE

The Green Bay Packers have proposed a donation of playground equipment to be installed in a Milwaukee County Park.

BACKGROUND

Oral presentation by the Department of Parks, Recreation and Culture, updating the committee on a proposed donation of playground equipment through the Green Bay Packers Hometown Huddle program.

RECOMMENDATION

No action requested. Informational item unless further action required.

Prepared by: Guy Smith, Chief of Operations

Recommended by:

Approved by:

Laura Schloesser, Chief of
Administration and External Affairs

James Keegan, Interim Parks
Director

Cc: County Executive Chris Abele
Amber Moreen, Chief of Staff, County Executive's Office
Kelly Bablitch, Chief of Staff, County Board
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