

MILWAUKEE COUNTY – MARCH 12, 2013

WHEN: March 12, 2012

WHERE: Room 201B

TIME: 9:00 a.m.

Please remember to sign in before the meeting – very important

ISSUES TO DISCUSS:

1. Beer Gardens – Thank the county for addressing the access discrepancies at Estabrook Park.
 - a. Process for assuring accessibility at future beer gardens.
 - b. True accessibility of temporary “accessible” restrooms. Portapotty at Estabrook Park is not truly usable for whom it is intended. Need to have better guidelines.
2. County Parks web listing for accessible locations, inadequate.
3. Inadequate access/signage at South Shore Park –
 - a. Lift requires access key. Where is key?
 - b. Lower level restroom but no signage indicating it is there. Slope to lower level restroom too steep of a slope. Unequal access.



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.

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 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

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Date: February 4, 2013
To: Marina Dimitrijevic, Chairwoman, County Board of Supervisors
From: Chris Abele, County Executive
Subject: Appointment of Bill Christofferson 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 Bill Christofferson to serve on the War Memorial Corporation Board of Trustees. Bill Christofferson's term will expire on February 1st, 2017.

Your consideration and confirmation will be appreciated.

Attached is a copy of his biography for your review.

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
Kelly Bablitch, Chief of Staff, County Board
Dave Drent, Executive Director, War Memorial Corporation
Bill Christofferson

BILL CHRISTOFFERSON

2937 S. Superior, Milwaukee, WI 53207

Bill Christofferson is a Vietnam veteran who has retired after a career in journalism, government and politics.

For the last several years he has served as member of the board of directors of the Milwaukee Homeless Veterans Initiative (MHVI), a non-profit charitable organization dedicated to helping homeless and at-risk veterans to reach and maintain their highest levels of independence. He is the immediate past president and current development chair of MHVI.

Christofferson spent 12 years as a newspaper reporter and editor in several Midwestern states, and was a Marine Corps combat correspondent in Vietnam during a 17-month tour in 1966-67.

He has served as chief of staff to the mayor of Milwaukee and as director of research and information for the Wisconsin Department of Justice. He served five years as a member of the board of Milwaukee World Festivals and as a commissioner of the Milwaukee Metropolitan Sewerage District.

For much of the last 20 years before his retirement he was a political campaign consultant to candidates for federal, state and local office in Wisconsin.

He is the author of a biography of the late Wisconsin Gov. and U.S. Sen. Gaylord Nelson, "*The Man From Clear Lake: Earth Day Founder Gaylord Nelson*," published by the University of Wisconsin Press.

He and his wife, Karin Borgh, have lived in Bay View since 1996.



OFFICE OF THE COUNTY EXECUTIVE

Milwaukee County

CHRIS ABELE • COUNTY EXECUTIVE

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Date: February 4, 2013
To: Marina Dimitrijevic, Chairwoman, County Board of Supervisors
From: Chris Abele, County Executive
Subject: Appointment of Matt Flynn 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 Matt Flynn to serve on the War Memorial Corporation Board of Trustees. Matt Flynn's term will expire on February 1st, 2017.

Your consideration and confirmation will be appreciated.

Attached is a copy of his biography for your review.

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
Kelly Bablitch, Chief of Staff, County Board
Dave Drent, Executive Director, War Memorial Corporation
Matt Flynn

ATTORNEY PROFILE



Milwaukee Office
411 East Wisconsin Avenue
Suite 2350
Milwaukee, Wisconsin 53202

Contact
(414) 277-5315
Fax: (414) 978-8914
matthew.flynn@quarles.com

RELATED PRACTICE GROUPS

Litigation & Dispute Resolution

Antitrust & Trade Regulation Litigation

Financial Institutions Litigation

Securities Litigation

Trade Secrets and Unfair Competition Litigation

Antitrust, Trade Regulation & Franchising

Lender Liability Task Force

Government Affairs Compliance

ERISA Litigation

Franchise and Distribution

Internal Investigations

Lender Liability

Matthew J. Flynn / Partner

Professional Experience

Matt Flynn is considered one of Wisconsin's foremost litigators handling highly complex and often highly controversial matters. His extensive experience includes:

- Defending individuals and corporations who are the subjects of Securities and Exchange Commission proceedings and investigations.
- Representing defendants in class action securities cases.
- Representing news organizations in cases involving libel, invasion of privacy and newsgathering torts.
- Complex commercial litigation.
- Advising Clients on Internal Investigations.

Representative Cases: Complex Commercial Litigation:

- *Johnson Controls, Inc. v. Employers Insurance of Wausau*, 264 Wis.2d 60, 665 N.W.2d 257 (July 11, 2003). Mr. Flynn successfully represented Johnson Controls when it sued its comprehensive general liability insurers to recover costs incurred for environmental cleanup of contaminated sites.
- *Lorraine Wilson, et al. v. ATM Enterprises, Inc. d/b/a First American Rental Center*, Case No. 98-CV-005945. Mr. Flynn successfully represented ATM Enterprises, Inc. in settlement of this class action in which the plaintiff class alleged that the defendant violated the Wisconsin Consumer Act and other Wisconsin laws protecting consumer interests.
- *Trickle, et al. v. Air Products and Chemicals, et al.*, Case No. 95-CV-3758. Mr. Flynn represented Air Products and Chemicals in a class action alleging defendant supplied welding products containing manganese and other metallic substances used at sites where the plaintiff class was exposed to welding emissions containing manganese and other metallic substances. Mr. Flynn's motion to dismiss, granted by the Court, dismissed Mr. Flynn's client with prejudice.
- *Pritzlaff v. Archdiocese of Milwaukee*, 194 Wis.2d 301, 533 N.W.2d 780 (June 27, 1995). In this highly emotional and controversial case, Mr. Flynn successfully defended the Archdiocese of Milwaukee against sexual abuse claims

RELATED NEWS

Thirty-Eight Quarles & Brady Attorneys Selected for Inclusion in 2012 Wisconsin Super Lawyers® - 18 Named to Rising Stars List

Quarles & Brady Attorneys Named in The Best Lawyers in America 2013® - 160 Quarles & Brady Attorneys Recognized Nationally

Thirty-Nine Attorneys Selected for Inclusion in 2011 Wisconsin Super Lawyers® - 14 Named to Rising Stars List

More 

RELATED PUBLICATIONS

Lender Liability Litigation Update - Lenders Beware: In Tough Economic Times, The Government Gets Into the Act

brought by a victim 30 years after the alleged incidents.

- *John BBB Doe v. Archdiocese of Milwaukee*, 211 Wis.2d 312, 565 N.W.2d 94 (June 27, 1997). Seven alleged victims claiming they were sexually abused by priests, while they were minors, brought damage actions against diocese, churches and priests. The Supreme Court ruled in favor of Mr. Flynn's client, the Archdiocese.
- *Annunzio C. Ferraro v. Hyatt Corporation*, 124 Wis.2d 154, 368 N.W.2d 666 (June 5, 1985). A former hotel employee brought a wrongful discharge action against Mr. Flynn's client, Hyatt Corporation. The Supreme Court held that an employee handbook may convert an employment at will relationship into one that can be terminated only by adherence to contractual terms in the handbook. However, the Court ruled in favor of Mr. Flynn's client on factual grounds.

Securities Litigation:

- *Joseph White, et al. v. Heartland High-Yield Municipal Bond Fund, et al.*, Consolidated Case No. 00-C-1388. Mr. Flynn successfully represented Heartland Group, Inc. in a class action by investors in several Heartland funds.
- *In re Van Wagoner Funds, Inc. Securities Litigation*, Master File No. C-02-03383 JSW – Consolidated. Mr. Flynn has successfully represented UMB/Sunstone, one of the defendants and the administrator of the Van Wagoner Funds, in a class action brought by disgruntled investors.
- *Decade's Monthly Income and Appreciation Fund v. W&H*, 173 Wis.2d 665, 495 N.W.2d 335 (February 18, 1993). Mr. Flynn successfully represented the limited partnership in the malpractice case brought against a law firm and its legal malpractice insurer.
- *Federal Savings and Loan Insurance Corporation v. Robert W. Quinn and Daniel J. Gannon*, 922 F.2d 1251 (January 7, 1991). In an action by FSLIC, Mr. Flynn successfully represented an officer of a failed thrift recruited by FSLIC to prepare the thrift for acquisition.

Media:

- *United States of America v. Anthony J. Peters Appeal of Hearst Corporation and Newspapers, Inc.*, 754 F.2d 753 (February 8, 1985). Mr. Flynn successfully represented the Hearst Corporation's WISN-TV affiliate in a case involving the exclusion of the public and the media from *voir dire* of prospective jurors in a criminal case, and the exclusion of a reporter from access to admitted exhibits during the pendency of the trial.
- *Bay View Packing Company vs. Jerry Taff*, 198 Wis. 2d 653, 543 N.W. 2d 522 (Ct. App. 1995). Mr. Flynn successfully represented an affiliate of the Hearst Corporation, WISN-TV, in a libel case in which the

court ruled that the plaintiff was a limited purpose public figure.

Education and Honors

- University of Wisconsin Law School (J.D., 1975)
Order of the Coif (Member), *Wisconsin Law Review* (Editor in Chief, 1974-1975).
- Yale University (B.A., 1969)

Bar Admissions

Wisconsin, 1975

Court Admissions

U.S. Supreme Court

Wisconsin Supreme Court

U.S. Court of Appeals, 7th Circuit

U.S. District Court, Eastern District of Wisconsin

Professional Recognition

Listed in *The Best Lawyers in America*[®] (2010-present: Commercial Litigation).

"Wisconsin Lawyer of the Year," *Wisconsin Law Journal*.

Selected for inclusion in the 2005-2012 *Wisconsin Super Lawyers*[®] lists (General Litigation).

Martindale-Hubbell AV[®] Peer Review Rated.

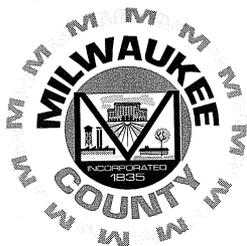
Professional and Civic Activities

- Law clerk to the Hon. Thomas E. Fairchild, Chief Judge of the U.S. Court of Appeals for the 7th Circuit, 1975-1976.
- Milwaukee Bar Association (Member).
- American Bar Association (Member).
- State Bar of Wisconsin (Member).
- Navy veteran.

Mr. Flynn has appeared in numerous other state and Federal courts including Illinois, California, South Dakota, Minnesota and Ohio.

Languages

Spanish



OFFICE OF THE COUNTY EXECUTIVE

Milwaukee County

CHRIS ABELE • COUNTY EXECUTIVE

Date: February 8, 2013

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

From: Chris Abele, County Executive

Subject: Appointment to the Milwaukee County Federated Library System Board

Pursuant to the provisions set forth in Wisconsin Statutes Sec. 43.19 (1) (a) and subject to confirmation by your honorable body, I am hereby appointing Mr. Gregory Reinholt to serve on the Milwaukee County Federated Library System Board. Mr. Reinholt represents a resource library member and his term will expire on December 31, 2015.

A copy of Mr. Gregory Reinholt's resume is attached for your review.

Your consideration and confirmation will be appreciated.

Chris Abele
Milwaukee County Executive

cc: Supervisor Gerry Broderick, Chair, Parks, Energy and Environment Committee
 Kelly Bablitch, Chief of Staff, County Board
 Janelle Jensen, Committee Clerk
 Jessica Janz-McKnight, Research Analyst
 Jim Gingery, Director, MCFLS
 Mr. Gregory Reinholt

Gregory Jay Reinholt

812 East State Street
Apartment 2C
Milwaukee, WI 53202
219.462.8942
E-mail: greinholt@gmail.com

Objective:

To secure a challenging and rewarding position within an organization willing to draw upon my extensive experience, while providing opportunity for personal growth and success.

Summary of Achievement:

- Assertive, Enthusiastic & Conscientious Professional.
- 24 Years management experience within youth development.
- Well-developed communication and interpersonal skills at all levels.
- Strength in building working relationships.
- Proven ability to implement new programs that challenge the interests of youth.
- Leader in creating public support.
- Strong supervisory, hiring and training skills to ensure competent and successful staff to meet the needs of an organization and its clients.

Professional Experience History:

Boys & Girls Clubs of Greater Milwaukee:

2012 – Present Senior Director of Operations

Boys & Girls Clubs of Northwest Indiana:

Gary, IN

2009 - 2012: Development Manager

2008 - Manager of the Year Award

2006 - 2009: Senior Club Director

2005 - 2006: Director of Program Services

Boys & Girls Clubs of Providence:

Providence, RI

2001– 2004: Executive Director

1997-2001: Director of Operations

1990-1997: Branch Director

Boys Clubs of Jersey City: Hoboken, NJ

1988-1990: Unit Director

Boys Club of Paterson: Paterson, NJ

1987-1998: Individual Services Director

Education:

Bachelor of Arts—Psychology
Seton Hall University
South Orange, NJ

Primary Professional Responsibilities:

► **Resource Development and Fiscal Management:**

- Increased individual donors' giving by 62% in 2.5 years
- Improved online giving and directed the implementation of social media campaigns yielding over \$27,500 in 2011
- Secured, implemented, monitored and reported on numerous grant funded programs.
- Developed and administrated \$4,000,000 annual budget serving over 3,300 youth members.

► **Partnership Development and Public Relations:**

- Collaborated with JC Penney Stores to raise over \$17,000 annually.
- Developed numerous organizational collaborations with Girl Scouts, Boy Scouts, YWCA and managed Memoranda of Understanding.
- Worked in partnership with Board Members and volunteers to achieve agency resource development and program goals.

► **Administration and Supervision:**

- Created and oversaw agency planned giving policies and procedures
- Managed implementation of a successful 5 year strategic plan
- Supervised five branch directors.
- Managed facility operations.
- Reorganized internal controls and procedures.
- Re-energized overnight camping program and Club program operations.
- Expanded Club membership to include girls and tripled Club membership.
- Managed human resource functions including interviewing, hiring and performance evaluations.

► **Professional Affiliations:**

- Member– Association of Fundraising Professionals
- Board Member - Boys & Girls Clubs Professional Association
- President - Land of Lakes Chapter Boys & Girls Clubs Professional Association
- National Training Associate - Boys & Girls Clubs of America

Specialized Trainings/Certifications:

Youth Development Principles; Staff Supervision Training and Development; Fiscal Management; Resource Development; Major Gifts; Time and Project Management; Management Program; Advanced Leadership Program



OFFICE OF THE COUNTY EXECUTIVE

Milwaukee County

CHRIS ABELE • COUNTY EXECUTIVE

Date: February 19, 2013

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

From: Chris Abele, County Executive

Subject: Appointment of Mr. James Barry, III 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 Mr. James Barry, III to serve on the Milwaukee Public Museum Board of Directors. Mr. Barry's appointment will expire on February 1, 2016.

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
Kelly Bablitch, Chief of Staff, County Board of Supervisors
Jessica Janz-McKight, Analyst, Parks, Energy & Environment Committee
Janelle Jensen, Clerk, Parks, Energy & Environment Committee
Jay Williams, Milwaukee Public Museum
Mr. James Barry, III



James T. Barry III, J.D., CCIM* President
1232 North Edison Street | Milwaukee, WI 53202
T 414.271.1870 F 414.271.1478
jim.barry@cassidyturley.com | cassidyturley.com

Home:
2443 N. Wahl Ave.
Milwaukee, WI 53211

Professional Expertise

James T. Barry III serves as the president of Cassidy Turley Barry and oversees its sales force. His responsibilities include office, industrial and investment brokerage, sale/leasebacks, tenant representation, confidential acquisitions, real estate consulting, expert witness testimony and site search and assemblage projects.

Professional Recognition

Under Mr. Barry's leadership, Cassidy Turley Barry has won the Commercial Association of Realtors of Wisconsin (CARW) "Deal of the Year" award numerous times for the firm's role in structuring complex and creative industrial, office and investment real estate transactions. Mr. Barry's involvement in such transactions has also been recognized by the Business Journal of Milwaukee which awarded Mr. Barry its Deal/Lease of the Year Award in 2009, 2010 and 2011. Cassidy Turley Barry has been recognized by Corporate Report Wisconsin as one of Wisconsin's Most Admired Companies and The Business Journal of Milwaukee has recognized Mr. Barry as one of the 100 Milwaukee business leaders "who get things done." In 2012, Mr. Barry was inducted into the Midwest Real Estate News Commercial Real Estate Hall of Fame.

In addition to his brokerage activities, Mr. Barry has served as a real estate consultant to numerous corporations, including MillerCoors, Roundy's, US Bank, Harley-Davidson, Foley & Lardner, and the Archdiocese of Milwaukee. He has testified as an expert witness for the City of Milwaukee, Land's End, Quad Graphics and other clients. He has spoken on real estate issues before the State Bar of Wisconsin, the National Business Institute, the Institute of Real Estate Management, the Institute of Property Taxation and Marquette University's Graduate School of Business. His articles on legal and real estate topics have been published in The University of Chicago Law Review, The Wisconsin Lawyer, The BizTimes and other publications. Prior to joining Cassidy Turley Barry, Mr. Barry served as a law clerk to the Hon. J. Clifford Wallace on the U.S. Court of Appeals for the Ninth Circuit and as an attorney at Foley & Lardner, where he practiced in the real estate and corporate finance departments.

Professional Affiliations

Past Chairman & Founding Member - Commercial Association of Realtors of Wisconsin (CARW)
Founding Member - Bell Center for Real Estate, Marquette University
Member - Commercial Investment Real Estate Institute (CCIM)
Member - Wisconsin Realtors Association (Past Chairman, Commercial-Industrial Committee)
Member - Wisconsin, Seventh Circuit and US Supreme Court Bar Associations
Past Chairman - American Bar Association Committee on Brokers and Brokerage
Trustee - WRA Real Estate Political Action Committee

Education

Mr. Barry is a graduate of Marquette University High School and an honors graduate of both the Georgetown University School of Foreign Service and the University of Chicago Law School, where he served as editor-in-chief of the Law Review.

Community Leadership & Awards

Rotary Club of Milwaukee, Past President
Public Policy Forum of Milwaukee, Past Chairman
American Red Cross of Southeast Wisconsin, Past Chairman
UW-Milwaukee Board of Visitors, Chairman
Boys and Girls Clubs of Greater Milwaukee, Trustee
Order of Malta - Wisconsin, Area Chairman
Milwaukee Athletic Club, Director Emeritus
Philip K. Robinson Award for Outstanding Volunteer Leadership, American Red Cross
Franciscan Hope Award, Basilica of St. Josaphat
Bravo! Entrepreneur Award, BizTimes Milwaukee
Political Leader of the Year Award, CARW
Commercial Real Estate Hall of Fame, Midwest Real Estate News



OFFICE OF THE COUNTY EXECUTIVE

Milwaukee County

CHRIS ABELE • COUNTY EXECUTIVE

Date: February 8, 2013

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

From: Chris Abele, County Executive

Subject: Appointment of Mr. Alexander Fraser 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 Mr. Alexander Fraser to serve on the Milwaukee Public Museum Board of Directors. Mr. Fraser's appointment will expire on February 1, 2016.

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
Mr. Alexander Fraser



Alexander P. Fraser, Partner

Home: 3524 N. Shepard Ave., Shorewood, WI, 53211

Work: Michael Best & Friedrich LLP

100 East Wisconsin Avenue

Suite 3300

Milwaukee, Wisconsin 53202

E-mail: apfraser@michaelbest.com

Law Practice

Alec Fraser is a partner practicing primarily in the areas of commercial lending, corporate finance and mergers and acquisitions. He has represented financial institutions and borrowers in secured and unsecured loan transactions of all sizes and types, leveraged buyout and venture capital financing, mezzanine and other subordinated financing, interest rate swaps and other derivatives, reorganizations and workouts, loan syndications and participations, ESOP loans, equipment finance and credit enhancement facilities for industrial revenue and other bond offerings. He has represented financial and strategic buyers, venture capital firms, management groups, publicly-traded and closely-held businesses in mergers, acquisitions and financings of all types, including leveraged buyouts, mezzanine and other venture capital financings and going private transactions. He also represents early stage and high growth companies and investors in corporate structuring private placements, angel and other financings.

Professional Activities

- American Bar Association, Section on Business Law
- American Bar Association, Section on Business Law, Venture Capital and Private Equity Committee
- Wisconsin Bar Association
- Yellow Belt Certified, Legal Lean Sigma

Honors & Recognitions

- Mr. Fraser has been recognized by Chambers USA: America's Leading Lawyers for Business in the area of Corporate/ M&A law since 2008.
- He also is distinguished in the area of corporate law, consecutively since 2009, in the issues of The Best Lawyers in America, published by Woodward/White, Inc.
- In 2008, Mr. Fraser was the recipient of the inaugural United Way Philanthropic Five Award.
- In 2012, He received a Presidential Citation from The American School Health Association
- He was named one of Wisconsin Law Journal's 2013 Leaders in the Law

Representative Experience

Representative bank clients include Associated Bank, Bank One, M&I Marshall & Ilsley Bank and U.S. Bank. Recent transactions include representing a borrower on a \$250 Million revolving credit refinancing,

representing the lead bank on a \$65 Million syndicated loan transaction, representing a bank providing financing for a leveraged buy-out of a manufacturer and representing a private equity fund in the acquisition of a new portfolio company together with the related debt financing.

**Community
Involvement**

- First Stage Children's Theater (President)
- Boys & Girls Clubs of Greater Milwaukee Board of Trustees
- Milwaukee World Festival, Inc. (Summerfest) Board of Directors
- Milwaukee Symphony Orchestra, Board of Directors
- American School Health Association Board of Directors
- Milwaukee Film Inc. Board of Directors
- Member, Greater Milwaukee Committee
- Former member of the Board of Directors of National Association of Health Education Centers Board of Directors (President), United Performing Arts Fund (Chair), Skylight Opera Theatre (Executive Committee), Milwaukee Youth Arts Center (Past-Chair), Piano Arts of Wisconsin, Bialystock and Bloom (Past-President), and Milwaukee Shakespeare Company

Education

- New York University (J.D., 1994)
- University of Wisconsin-Madison (M.B.A., in Finance, Investments and Banking 1991)
- University of Wisconsin-Madison (B.S., 1990)

Bar Admission

- Wisconsin, 1994



OFFICE OF THE COUNTY EXECUTIVE

Milwaukee County

CHRIS ABELE • COUNTY EXECUTIVE

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Date: February 26, 2013

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

From: Chris Abele, County Executive

Subject: Appointment of Ms. Patricia Hoben, Ph.D. to the 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 Ms. Patricia Hoben, Ph.D. to serve on the Milwaukee Public Museum Board of Directors. Ms. Hoben's appointment will expire on February 1, 2014.

Attached is a copy of her biography for your review.

Your consideration and review of this appointment is 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
Kelly Bablitch, Chief of Staff, County Board of Supervisors
Jessica Janz-McKight, Analyst, Parks, Energy & Environment Committee
Janelle Jensen, Clerk, Parks, Energy & Environment Committee
Jay Williams, Milwaukee Public Museum
Ms. Patricia Hoben, Ph.D.

PATRICIA J. HOBEN, Ph.D.

2929 E. Edgewood Ave.
Milwaukee, WI 53211
(414) 759-7759 (cell)
(414) 384-4444 Ext. 402 (work)
hobenp@carmenhighschool.org

Education

Ph.D. Yale University, Molecular Biophysics and Biochemistry, 1984
M.S. University of Oregon, Chemistry, 1979
B.S. University of Colorado, *magna cum laude*, Molecular, Cellular and Developmental Biology, 1977

Employment

Aug. 2007 – Present ***Co-Founder and Head of School; Carmen High School of Science and Technology***, Milwaukee, Wisconsin.

2005 - 2007 ***Planning Team Leader; Carmen High School of Science and Technology***, Milwaukee, Wisconsin. Led planning and fundraising for the launch of a public charter school.

1999 - 2007 ***Consultant, Science and Education Policy***; Milwaukee, Wisconsin. Working with museums, schools, law firms, and medical organizations on the development and administration of policies, programs, fundraising, and other activities that promote institutional objectives.

1997 - 1999 ***Associate Director for Education and Exhibits; The Bakken Library and Museum***, Minneapolis, Minnesota. Managed all public programs and exhibits within this science museum, which specializes in the history of electricity and magnetism and applications in life and medicine. Led the museum in the development of new exhibits and education programs for a major expansion project completed in March 1999.

1994-1997 ***Research Director; Minnesota Public Utilities Commission***, St. Paul, Minnesota. Established and managed the state of Minnesota's \$1 million research program to determine possible effects of stray voltage and other electrical phenomena on dairy herd health and milk production. Led a national advisory panel of scientists and engineers; raised funds from state legislature; represented the Commission to interested parties, including dairy and farm organizations, utility industries, and state agencies; developed and presented testimonies to the legislature.

1993-2001 ***Director; Regional Initiatives in Science Education (RISE)***, Minneapolis, Minnesota. As a consultant to the National Research Council, established and led a Minneapolis-based community coalition of teachers, higher education faculty, business leaders, and other educational institutions to advocate for high standards and science education reforms in the Minneapolis Public Schools. Directed strategic planning for, and served as lead Co-Principal Investigator on, a \$5 million Local Systemic Change in Science grant from the National Science Foundation and raised an additional \$1 million in private grant awards. These grants sustained a six year reform initiative involving teachers, principals, and students in 80 public elementary and middle schools in Minneapolis.

- 1992-1993 ***Senior Advisor for Life Sciences Education; Office of the Director, National Institutes of Health***, Bethesda, Maryland. Oversaw development and evaluation of NIH science education programs and represented the agency on inter-agency and White House science education committees and initiatives.
- 1990-1992 ***Program Officer; Howard Hughes Medical Institute***, Chevy Chase, Maryland. Directed the Institute's competitive grant awards programs for national and Washington D.C. area educational institutions to improve K-12 and public science education. Funded approximately \$10 million in grants annually. Grantees included school districts, science museums, and education advocacy organizations.
- 1988-1990 ***Senior Policy Advisor; Office of the Assistant Secretary for Health, Department of Health and Human Services***, Washington, DC. Served as a Public Health Services Fellow and principal advisor on biomedical research policy to the Assistant Secretary for Health and the Deputy Assistant Secretary for Health Policy, Planning and Evaluation. Facilitated policy discussions among the leaders of the Public Health Service agencies, including the National Institutes of Health and the Food and Drug Administration. Developed and negotiated Public Health Service policy positions in areas such as technology transfer, the biomedical research budget, the use of animals and human subjects in research, biotechnology, science education, scientific fraud and misconduct, and bioethics. Drafted regulations and developed legislation.
- 1986-1988 ***Policy Analyst; Office of Technology Assessment, U.S. Congress***, Washington, DC. Co-authored two major policy studies at the request of the U.S. Congress: The Human Genome Mapping Project and U.S. Federal, State, and Private Investments in Biotechnology. These published reports assessed genome mapping and biotechnologies and informed legislators, Executive Branch agency heads, and other decision makers of the scientific, legal, ethical, economic, and social perspectives they needed to know in order to develop budgets, laws, and policies related to these technologies.
- 1984-1986 ***Damon Runyon – Walter Winchell Postdoctoral Fellow; University of California San Francisco Medical Center***, San Francisco, California. Conducted research on the signal recognition factors involved in protein secretion in animals.
- 1979-1980 ***Biology Teacher; The Loomis Chaffee School***; (private boarding and day school) Windsor, Connecticut. Taught Introductory Biology and Advanced Biology to high school students.

Selected Professional Activities and Awards Related to Educational Leadership

- Member, Schools That Can Milwaukee (STCM), Board of Directors (since 2012)
- Public Member, Special Committee on Improving Educational Opportunities for High School, State of Wisconsin, Joint Legislative Council (since July 2012)
- Member, Milwaukee Regional Board of Directors, Teach for America (since 2012)
- Member, WI State Superintendent's Advisory Council on Charter Schools (since 2011)
- Amiga Award; Hispanic Chamber of Commerce, 2011
- Woman of Influence, Innovation; Milwaukee Business Journal, 2009



OFFICE OF THE COUNTY EXECUTIVE

Milwaukee County

CHRIS ABELE • COUNTY EXECUTIVE

Date: February 4, 2013

To: Marina Dimitrijevic, Chairwoman, County Board of Supervisors

From: Chris Abele, County Executive

Subject: Appointment of Mr. Jeff Sherman to the Marcus Center Board of Directors

Subject to the confirmation of your Honorable Body and pursuant to the provisions set forth in the Marcus Center By-Laws, I am hereby appointing Mr. Jeff Sherman to serve on the Marcus Center Board of Directors. Mr. Jeff Sherman's term will expire on February 1, 2016. A copy of Mr. Jeff Sherman's resume is attached for your review.

I would appreciate your consideration and confirmation.

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

Chris Abele
Milwaukee County Executive

Cc: Kelly Bablitch, Chief of Staff , County Board of Supervisors
Supervisor Gerry Broderick, Chair, Park, Energy and Environment Committee
Paul F. Mathews, Marcus Center Board
Janelle Jensen, Committee Clerk
Jessica Janz-McKnight, Research Analyst
Jeff Sherman

Jeffrey M. Sherman

4309 N. Morris Blvd., Shorewood, WI 53211 - 108 W. Wells St. Unit #3C Milwaukee, WI 53203 (414) 218-1108
shrams@wi.rr.com
[@ShermanJeff](#)



A life-long and passionate community leader and Milwaukeean, Jeff Sherman helps make great media and moves his community forward. Always.

He grew up in Wauwatosa and graduated from Marquette University, as a Warrior. He holds an MBA from Cardinal Stritch University, and is the founding president of Young Professionals of Milwaukee (YPM)/Fuel Milwaukee, was one of youngest members of the Greater Milwaukee Committee, is involved in numerous civic and community groups including Feeding America, Betty Brinn Children's Museum, The Wisconsin Center District and several others, and is honored to have been named to The Business Journal's "30 under 30" and Milwaukee Magazine's "35 under 35" lists.

Experience

President
OnMilwaukee.com, LLC, Milwaukee, WI
2000-Present
Consultant
Okanjo, Milwaukee, WI
2012-Present

Senior Account Executive
Mueller Communications, Milwaukee, WI
1996-2001

Account Executive
Hoffman York, Milwaukee, WI
1995-1996

Director of Communications
Wisconsin Sports Authority, Milwaukee, WI
1992-1994

Education

Marquette University, B.S. Business Administration – Marketing 1991
Cardinal Stritch University, Masters of Business Administration 2003

Interests

Milwaukee, politics, music, sports, media, friends and family.

References

Dean Amhaus, President, The Water Council. (414) 277-8272
damhaus@spiritofmilwaukee.org

Shelley Jurewicz, Vice President, MMAC Milwaukee. (414) 287-4143
sjurewicz@mmac.org

Joe Sweeney, Managing Director for Milwaukee-based Corporate Financial Advisors LLC. (414) 431-4886 jsweeney@cfa-llc.com



OFFICE OF THE COUNTY EXECUTIVE

10

Milwaukee County

CHRIS ABELE • COUNTY EXECUTIVE

Date: February 8, 2013

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

From: Chris Abele, County Executive

Subject: Appointment of Mr. Joel Brennan to the Marcus Center Board of Directors

Subject to the confirmation of your Honorable Body and pursuant to the provisions set forth in the Marcus Center By-Laws, I am hereby appointing Mr. Joel Brennan to serve on the Marcus Center Board of Directors. Mr. Brennan's term will expire on February 1, 2016. A copy of Mr. Brennan's resume is attached for your review.

I would appreciate your consideration and confirmation.

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

Chris Abele
Milwaukee County Executive

Cc: Kelly Bablitch, Chief of Staff, County Board of Supervisors
Supervisor Gerry Broderick, Chair, Park, Energy and Environment Committee
Paul F. Mathews, Marcus Center Board
Janelle Jensen, Committee Clerk
Jessica Janz-McKnight, Research Analyst
Mr. Joel Brennan

Joel Brennan – President/CEO

Discovery World

Joel Brennan began his tenure as President/CEO of Discovery World, a private non-profit educational and cultural organization, in October 2007. Located on Milwaukee's lakefront, Discovery World is Milwaukee's Center for Public Innovation with interactive exhibits, fresh and saltwater aquaria and labs and studios that support its educational mission. Discovery World educates, motivates, mobilizes and inspires the innovators and entrepreneurs of the next century, empowering learners of all ages to create their place in the changing world. In 2012, more than 350,000 visitors experienced Discovery World's programs onsite and in the community.

Under Brennan's leadership, Discovery World has employed innovative tools like federal New Markets Tax Credits to stabilize its capital debt and build a more sustainable long-term future. The organization has significantly reduced operational expenses over the last five years and created a successful Annual Campaign that turned a \$3 million operating deficit into an operational surplus. During his tenure, the organization has developed important new strategic community partnerships and has expanded delivery of its innovative educational programs to neighborhoods of need in Milwaukee.

Previously, Brennan served as the head of the Redevelopment Authority of the City of Milwaukee (RACM). In this capacity, Brennan oversaw real estate development and large impact economic development projects. Major RACM efforts spearheaded or managed by Brennan included Menomonee Valley redevelopment, relocation of the Manpower World Headquarters to downtown Milwaukee and the reconstruction of the Milwaukee Intermodal Station. The *Milwaukee Business Journal* and *Milwaukee Magazine* have recognized Joel Brennan as a leader in Southeast Wisconsin for his commitment to attracting employers, residents and visitors to the Milwaukee area, and for his work on important regional public policy issues.

Prior to assuming this economic development leadership position for the city, Brennan served as Vice President of Development and Government Affairs for the Greater Milwaukee Convention & Visitors Bureau (now Visit Milwaukee). Brennan worked to attract businesses and visitors to Greater Milwaukee, helping foster regional economic development. In his efforts, Brennan also organized and mobilized the tourism community, industry partners, and area residents.

Brennan has managed several political campaigns in Milwaukee and Wisconsin, serving as the campaign manager for Milwaukee Mayor Tom Barrett's successful bid for the city's highest office in April 2004.

Joel Brennan currently serves on the Wisconsin Center District Board and also serves as the President of the Board at Neighborhood House of Milwaukee.

Joel Brennan grew up in the Milwaukee area and worked his way through Marquette University, where he graduated *magna cum laude* in 1992. He was selected as a Harris Fellow at the University of Chicago and earned a Master's Degree in Public Policy from University of Chicago's Harris School of Public Policy in 1999. Joel Brennan lives with his wife Audra, daughter Allison (age 7) and son Conor (age 5) in the Brewers Hill neighborhood of Milwaukee at **322 E. Brown Street**.

**COUNTY OF MILWAUKEE
INTER-OFFICE COMMUNICATION**

DATE: January 14, 2012

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

FROM: Jim Burton, Director, Facilities Management Division, Department of Administrative Services

SUBJECT: **2014 DATCP Staffing and Cost-share Grant for Land Conservation Activities**

POLICY

The DAS Facilities Management Division Director is requesting authorization to have the County Conservationist apply for and accept Wisconsin Department of Agriculture, Trade and Consumer Protection (DATCP) support grants for fiscal year 2014.

BACKGROUND

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

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

RECOMMENDATION

To foster the ongoing work of the LCC and LCD it is recommended that the DAS Facilities Management Division Director be authorized to have the County Conservationist apply for and accept the staffing and cost share grants offered by DATCP for fiscal year 2014.

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

Approved by:

Jim Burton, Director
DAS Facilities Management Division

Greg High, Director
DAS-AE&ES

cc: Chris Abele, County Executive
Amber Moreen, Chief of Staff, County Executive
Scott Manske, Comptroller

Pam Bryant, Comptroller Office
Craig Kammolz, Fiscal & Budget Director, DAS
cc: Josh Fudge, Budget Analyst, DAS
Kimberly Walker, Corporation Counsel
Martin Weddle, Research Analyst, County Board
Patrick Farley, Director, Department of Administrative Services
Janelle Jensen, Parks, Energy & Environment Committee Clerk

1 From the Director of Facilities Management Division, Department of
2 Administrative Services requesting authority to apply for and accept a
3 Wisconsin Department of Agriculture, Trade and Consumer Protection
4 support grants, by recommending adoption of the following:
5
6

7 **A RESOLUTION**
8

9 WHEREAS, the Wisconsin Department of Agriculture, Trade and
10 Consumer Protection (DATCP) has made funds available to County Land
11 Conservation Committees charged with the duties of land conservation
12 and protection; and
13

14 WHEREAS, in Milwaukee County these duties are assigned to the
15 Parks, Energy and Environment Committee and to DAS-AE & ES Section;
16 and
17

18 WHEREAS, the purpose of these funds is to help defray the costs of
19 the activities of the Land Conservation Department and will be used to
20 partially offset the salary, training and office expenses of the County
21 Conservationist's office and implement goals identified in the updated
22 County Land and Water Resource Management Plan; now therefore
23

24 BE IT RESOLVED, that the County Board of Supervisors does hereby
25 authorize and direct the DAS Facilities Management Division Director to
26 have the County Conservationist apply for and accept a grant from the
27 Department of Agriculture, Trade and Consumer Protection for partial
28 funding of the County Conservationist's office for the 2014 fiscal year.
29

MILWAUKEE COUNTY FISCAL NOTE FORM

DATE: January 14, 2013

Original Fiscal Note

Substitute Fiscal Note

SUBJECT: 2014 DATCP Staffing and Cost-share Grant for Land Conservation Activities

FISCAL EFFECT:

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

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

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

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

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

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

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

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

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

	Expenditure or Revenue Category	Current Year	Subsequent Year
Operating Budget	Expenditure		95,000
	Revenue		95,000
	Net Cost		0
Capital Improvement Budget	Expenditure		
	Revenue		
	Net Cost		

DESCRIPTION OF FISCAL EFFECT

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

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

A. The DAS Facilities Management Division Director is requesting authorization to have the County Conservationist apply for and accept a staffing and cost share grant from DATCP to support Milwaukee County Land Conservation activities in 2014. The grant will be for \$95,000; \$75,000 to support staff expenses and \$20,000 to support cost share opportunities which help the County meet its conservation objectives as stated in the updated LWRMP.

B. This action will not affect the current budget year. The grant would be used to offset staffing costs of the Land Conservation Department in 2014.

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

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

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

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

Approved by:

Jim Burton, Director
DAS Facilities Management Division

Greg High, Director
DAS-AE&ES

Did DAS-Fiscal Staff Review?

Yes

No

Reviewed With:

County of Milwaukee
INTEROFFICE MEMO

DATE: February 15, 2013
TO: Supervisor Dimitrijevic, County Board Chairwoman
FROM: Charles Wikenhauser, Director, Milwaukee County Zoo
SUBJECT: **Capital Improvement Committee Process**

Issue

Milwaukee County Ordinance 36.04 requires all Departments to submit five-year capital improvement program (Program) requests to their respective standing committees. Standing committees shall then submit Programs along with recommendations to the newly created Capital Improvements Committee (CIC).

Background

The purpose of the CIC is to develop a Program for the entire County and establish criteria on how each capital project will be evaluated. The ordinance also requires Departments to submit Programs to their respective standing committees, which will then forward their recommendations to the CIC.

Request

The Milwaukee County Zoo has evaluated its anticipated maintenance and facility needs. The attached includes the Department's outstanding capital needs, listed in priority order. Requested capital projects assume current operations.

The major items impacting the Zoo for the next ten years will be the Zoo Interchange Project and the implementation of the Zoo's Master Plan. Planning for the Zoo Interchange with WIDOT is ongoing. The 2012 and 2013 capital budgets included a total funding of \$300,000 for a Zoo Master Plan, which is estimated to be completed in August of 2013.

The Master Plan will establish a road map for improving the Zoo's facilities and operations to enhance animal care and exhibition, visitor appeal, and revenue streams and to meet the changing regulatory and accreditation standards. There will be 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 traffic patterns that will result from the Zoo Interchange Project.

The attached capital needs presented for the auxiliary parking lot and the master plan-related improvements are only rough approximations. Accurate cost estimates will be available at the completion of the Zoo Interchange and Master Plans.

Charles Wikenhauser
Zoo Director

Cc: Chris Abele, County Executive
Amber Moreen, Chief of Staff, County Executive's Office
Kelly Bablitch, Chief of Staff, County Board
Michael Mayo, Sr., Chair, Transportation, Public Works, and Transit Committee
Willie Johnson, Jr., Co-Chair, Finance Personnel, and Audit Committee
David Cullen, Co-Chair, Finance Personnel, and Audit Committee
TBD, Chair, Capital Improvements Committee
TBD, CEX Appointee #1, Capital Improvements Committee
TBD, CEX Appointee #2, Capital Improvements Committee
Craig Kammholz, Fiscal & Budget Director, DAS
Brian Dranzik, Interim Director, Department of Transportation
Scott Manske, Comptroller
Vince Masterson, Strategic Asset Coordinator, DAS
Chris Lindberg, CIO, IMSD
Laurie Panella, Deputy CIO, IMSD
Pamela Bryant, Capital Finance Manager, Comptroller's Office
Justin Rodriguez, Capital Finance Analyst, Comptroller's Office
Gregory High, Director, AE&ES-FM-DAS
Vera Westphal, Deputy Zoo Director (Administration and Finance)

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(ITEM *) A resolution to authorize the attached Five Year Capital Improvements Program for the Milwaukee County Zoo to be recommended to the Capital Improvement Committee (CIC):

A RESOLUTION

WHEREAS, the 2013 Adopted Capital Improvements Budget includes the creation of a Capital Improvements Committee (CIC); and

WHEREAS, ordinance 36.04 was also approved in 2013, which codified the creation, composition, duties, reports, and staffing of the CIC; and

WHEREAS, the purpose of the CIC is to develop a Five Year Program for the entire County and establish criteria on how each capital project will be evaluated; and

WHEREAS, the ordinance also requires Departments to submit Five Year Programs to their respective standing committees, which will then forward their recommendations to the CIC; and

WHEREAS, The Milwaukee County Zoo has evaluated its anticipated maintenance and facility needs; and

WHEREAS, the attached Five Year Program includes the department's outstanding capital needs, listed in priority order; now, therefore,

BE IT RESOLVED, the attached Five Year Program (Exhibit A) is recommended to the CIC.

Rank	Project Number	Project Name	Total Cost	Reimbursement Revenue	County Financing	Project Description/Annual Operating Impact
1	New	Auxiliary Parking Lot	\$18,252,363	\$18,252,363	\$0	The Zoo will lose 700 parking spaces due to the Zoo Interchange Project. The State will have to provide a parking structure or an alternative in order to provide replacement value for the loss of parking. A 1,200 (700 spaces plus 500 additional spaces due to loss from the foot print of the structure) car parking structure has an estimated cost of \$24 M (\$20,000 per space). An alternative to the parking structure is an auxiliary parking lot on the Bliffert site located on the corner of Hwy 100 and Bluemound. The Zoo and representatives from DPW, DAS-Facilities and WIDOT are meeting on this issue. The Auxiliary Parking Lot Project located on the Bliffert site will require the following: 700 parking spaces, a new entrance to the Zoo, ticket booths, Welcome Center with admissions, concessions and novelty shops, utility work, perimeter fencing and other necessary elements for the auxiliary entrance. Preliminary estimates for the Auxiliary parking lot total \$18,252,363. It is anticipated that this project will be 100% funded by the

Milwaukee County Zoo
2014

Rank	Project Number	Project Name	Total Cost	Reimbursement Revenue	County Financing	Project Description/Annual Operating Impact
2	New	Zoo Life Support Emergency Generators	\$59,100	\$0	\$59,100	The Zoo is requesting \$59,100 annually for emergency life support generatorsto cover five major areas of the Zoo. Continuous electrical power is critical in maintaining life support for the animal collection. Life support systems include light, heat, air conditioning, water filtration, and water systems. The Zoo is requesting to install permanent electrical generators in the following animal areas to maintain power to life-critical systems in the event of a power outage in the following animal areas: Aviary/Flamingo, Apes/Primates/Macaque Island, Aquatic & Reptile Center, Small Mammals, Big Cat Country/Winter Quarters, Pachyderm East/West and Giraffe.
3	New	Great Apes Mechanical Room Roof Replacement	\$50,650		\$50,650	The Zoo is requesting \$50,650 for replacement of the Great Apes Mechanical Room roof. Project includes excavating the ground from the existing green roof over the mechanical room and replacing and tying in the two existing roof systems including new drainage. Water is currently leaking into the mechanical room with the worst leak directly above the control panels for the boilers, air handlers and the air conditioning units. If not replaced, the control panel will fail and require over \$100,000 in funding to repair or replace.

Rank	Project Number	Project Name	Total Cost	Reimbursement Revenue	County Financing	Project Description/Annual Operating Impact
4	WZ107	Bear Service Area Structures-Grizzly Bear	\$193,350		\$193,350	The 2013 Capital Budget provided \$185,000 as the initial phase to renovate five zoo bear service areas (American Black Bear, Polar Bear, Grizzly Bear, Brown Bear and Himalayan Black Bear) and planning and design for the second phase. The bear service areas and bear dens at the Zoo were constructed 50 years ago. Extensive upgrades are necessary to maintain AZA accreditation standards, improve staff safety and facilitate modern animal management practices. These upgrades are being completed in 2013 for the Black Bear service areas. The 2014 request is for the Grizzly Bear service areas, Polar Bear for 2015, Brown Bear for 2016, and Himalayan Black Bear for 2017.
5	WZ101	Apes of Africa Boiler and A/C Replacement (2)	\$284,000		\$284,000	An appropriation of \$284,000 is requested to replace two boilers in the Apes of Africa Building. Both boilers are over 20 years old and are inefficient. The new boilers will be more efficient and only heat when needed. Utility savings will be generated with the replacement of these boilers.
6	New	Northwestern Mutual Family Farm Cow Barn Renovations	\$31,350		\$31,350	Funding of \$31,350 is requested to replace sections of siding and trim, paint to match the Family Farm Barn and gutter replacement. These renovations are needed to meet AZA and USDA requirements.
7	New	Pachyderm Building Tunnel Reinforcement	\$541,700		\$541,700	Funding of \$541,700 is requested to reinforce and rebuild the pachyderm building tunnel. The roof is deteriorating, which will cause significant structure integrity issues in the near future.

Milwaukee County Zoo
2014

Rank	Project Number	Project Name	Total Cost	Reimbursement Revenue	County Financing	Project Description/Annual Operating Impact
8	New	Water Valve Replacement	\$68,930		\$68,930	The Zoo is requesting \$68,930 to replace five pairs of sectional valves in the Zoo water system. The water distribution system at the Zoo is 60 years old and most of the sectional valves no longer hold. When a water main break occurs, much time is wasted trying to find a valve that will hold and large sections of the Zoo need to be shut down, which, depending on the location can negatively impact revenue generating areas.
9	WZ102	Marque Replacement	\$59,135		\$59,135	An appropriation of \$59,135 is requested to replace the Zoo's failing marquee electronic sign. The sign promotes the Zoo's events and provides general information for Zoo visitors. This sign also promotes the Zoo's sponsors that contribute over \$275,000 in revenues to the Zoo.
10		Aviary Roof Replacement	\$1,609,290		\$1,609,290	Funding of \$1,609,290 is requested to replace the Aviary roof in 2014. Funding of \$\$77,300 was budgeted in 2013 for the design phase. Serious structural issues will arise if not addressed.
Total			\$21,149,868	\$18,252,363	\$2,897,505	

Milwaukee County Zoo
2015

Rank	Project Number	Project Name	Total Cost	Reimbursement Revenue	County Financing	Project Description
1	New	Zoo Life Support Emergency Generators	\$59,100		\$59,100	The Zoo is requesting \$59,100 annually for emergency life support generators to cover five major areas of the Zoo. Continuous electrical power is critical in maintaining life support for the animal collection. Life support systems include light, heat, air conditioning, water filtration, and water systems. The Zoo is requesting to install permanent electrical generators in the following animal areas to maintain power to life-critical systems in the event of a power outage in the following animal areas: Aviary/Flamingo, Apes/Primates/ Macaque Island, Aquatic & Reptile Center, Small Mammals, Big Cat Country/Winter Quarters, Pachyderm East/West and Giraffe.
2		Asphalt Replacement-Family Farm & Savannah Yard to Camel	\$228,070		\$228,070	Funding of \$228,070 is requested in 2015 to replace the asphalt in Family Farm from the facade going east to the children's playground and replace asphalt walkway from Savannah Yard to Camel Yard. The asphalt in these areas is uneven and cracked which is a safety hazard for visitors and employees.

Milwaukee County Zoo
2015

Rank	Project Number	Project Name	Total Cost	Reimbursement Revenue	County Financing	Project Description
3		Polar Bear Exhibit	\$172,554		\$172,554	<p>The 2013 Capital Budget provided \$185,000 as the initial phase to renovate five zoo bear service areas (American Black Bear, Polar Bear, Grizzly Bear, Brown Bear and Himalayan Black Bear) and planning and design for the second phase. The bear service areas and bear dens at the Zoo were constructed 50 years ago. Extensive upgrades are necessary to maintain AZA accreditation standards, improve staff safety and facilitate modern animal management practices.</p> <p>These upgrades are being completed in 2013 for the Black Bear service areas. 2014 is for the Grizzly Bear service areas, Polar Bear for 2015, Brown Bear for 2016, and Himalayan Black Bear for 2017.</p>
4		Red Panda Exhibit Modifications	\$105,300		\$105,300	<p>Funding of \$105,300 is requested in 2015 to install shade covering over outdoor red panda exhibit and modify exhibit, service, and public space elements. The shade structure is required for animal welfare and it will increase viewing opportunities for the public.</p>
5		Renovations of Oak, Maple, Little Oak Picnic Areas	\$139,700		\$139,700	<p>An appropriation of \$139,700 is requested to replace the siding and roof at the Oak/Maple picnic areas. These picnic areas generate over \$110,000 in annual revenues for the Zoo.</p>
6		Floor Resurface Work--Apes, Primates, Aquatic & Reptile Center, Restrooms	\$788,800		\$788,800	<p>Funding of \$788,800 is requested in 2015 to resurface floors that are chipped in Primates, Apes of Africa, Aquatic and Reptile Center. The Primate floor is failing and the underlying material may need to be removed before a new surface is installed. The underlying material is asphalt from 1958. Resurface of chipped epoxy floors/walls in various restrooms are also needed throughout the park. The epoxy has chipped or separated from the existing surface and is peeling off.</p>

Milwaukee County Zoo
2015

Rank	Project Number	Project Name	Total Cost	Reimbursement Revenue	County Financing	Project Description
7	New	Underwater Hippo Exhibit (Master Plan item)	\$4,045,534	\$0	\$4,045,534	<p>Construct a new outdoor hippo underwater-viewing exhibit. This would replace the existing hippo exhibit pool and yard, and the existing bongo indoor facilities and yard, all which were constructed 50 years ago. Major components of the new exhibit would include a visitor plaza, visitor underwater-viewing structure, large hippo pool, hippo exhibit land area, and specialized water-filtration plant.</p> <p>Most of the design has been completed to the construction-document phase, but modifications are needed in the hippo pool shape and in the addition of a backwash water recycling system. Construction would commence in September 2015 and be completed late spring of 2016. A comprehensive cost estimate was completed in September of 2009 and updated in September of 2012 and again in 2013. The revised estimated project total is \$10,337,356. We anticipate that the Zoological Society will be providing 50% of the funding for this project. We anticipate that 40% of the funding for this project will be required in 2015, and 60% in 2016.</p>

Milwaukee County Zoo
2015

Rank	Project Number	Project Name	Total Cost	Reimbursement Revenue	County Financing	Project Description
8	New	African Plains Exhibit (Master Plan Item)	\$2,588,625		\$2,588,625	<p>To meet AZA accreditation standards for maintaining elephants at the Zoo, a new elephant facility is required. This will be one of the premiere animal exhibits at the Zoo, and will feature indoor quarters, holding facilities, and several acres of exhibits that will allow us to maintain and exhibit up to three African bull elephants in conjunction with other African plains animals.</p> <p>To meet the accreditation standards schedule, the design phase of the project needs to be completed in 2015. 2015 would include the design of the project up to completion of construction documents. The design phase will cost an estimated \$2,588,625. Although we assume that the Zoological Society will fund 50% of the total cost of the Elephant Facility, we anticipate that cash flow considerations will preclude the Society contributing to the expenditures in 2015. 2016 would include project bidding, contractor selection, and construction, and will require approximately 60% of the total project costs. It is assumed that the Zoological Society would pay for half of the 2016 costs. 2017 would include the completion and opening of the facility. Both the Society and County would pay the remainder of</p>
					\$0	
Total			\$8,127,683	\$0	\$8,127,683	

Milwaukee County Zoo
2016

Rank	Project Number	Project Name	Total Cost	Reimbursement Revenue	County Financing	Project Description
1	New	Zoo Life Support Emergency Generators	\$59,100		\$59,100	The Zoo is requesting \$59,100 annually for emergency life support generators to cover five major areas of the Zoo. Continuous electrical power is critical in maintaining life support for the animal collection. Life support systems include light, heat, air conditioning, water filtration, and water systems. The Zoo is requesting to install permanent electrical generators in the following animal areas to maintain power to life-critical systems in the event of a power outage in the following animal areas: Aviary/Flamingo, Apes/Primates/ Macaque Island, Aquatic & Reptile Center, Small Mammals, Big Cat Country/Winter Quarters, Pachyderm East/West and Giraffe.
2	New	Underwater Hippo Exhibit (Master Plan item)	\$6,291,822	\$5,168,678	\$1,123,144	<p>Construct a new outdoor hippo underwater-viewing exhibit. This would replace the existing hippo exhibit pool and yard, and the existing bongo indoor facilities and yard, all which were constructed 50 years ago. Major components of the new exhibit would include a visitor plaza, visitor underwater-viewing structure, large hippo pool, hippo exhibit land area, and specialized water-filtration plant.</p> <p>Most of the design has been completed to the construction-document phase, but modifications are needed in the hippo pool shape and in the addition of a backwash water recycling system. Construction would commence in September 2015 and be completed late spring of 2016. A comprehensive cost estimate was completed in September of 2009 and updated in September of 2012 and again in 2013. The revised estimated project total is \$10,337,356. We anticipate that the Zoological Society will be providing 50% of the funding for this project. We anticipate that 40% of the funding for this project will be required in 2015, and 60% in 2016.</p> <p>The total request for County funding for 2015 will then be 40% or \$4,045,534, and \$1,123,144 in</p>

Milwaukee County Zoo
2016

Rank	Project Number	Project Name	Total Cost	Reimbursement Revenue	County Financing	Project Description
3		Brown Bear Exhibit	\$182,804		\$182,804	<p>The 2013 Capital Budget provided \$185,000 as the initial phase to renovate five zoo bear service areas (American Black Bear, Polar Bear, Grizzly Bear, Brown Bear and Himalayan Black Bear) and planning and design for the second phase. The bear service areas and bear dens at the Zoo were constructed 50 years ago. Extensive upgrades are necessary to maintain AZA accreditation standards, improve staff safety and facilitate modern animal management practices.</p> <p>These upgrades are being completed in 2013 for the Black Bear service areas. 2014 is for the Grizzly Bear service areas, Polar Bear for 2015, Brown Bear for 2016, and Himalayan Black Bear for 2017.</p>
4	New	Master Plan Funding	\$7,500,000	\$3,750,000	\$3,750,000	<p>The 2012 and 2013 Budgets included a total funding \$300,000 for a Zoo Master Plan, which will be completed in 2013. It is difficult to estimate the cost of the Master Plan projects before the planning is complete. As a place holder, the Zoo is estimating \$7,500,000 for the years 2016 through 2018 with the Society fund raising for 50% of the plan.</p>
Total			\$14,033,726	\$8,918,678	\$5,115,048	

Milwaukee County Zoo
2017

Rank	Project Number	Project Name	Total Cost	Reimbursement Revenue	County Financing	Project Description
1	New	Zoo Life Support Emergency Generators	\$59,100		\$59,100	The Zoo is requesting \$59,100 annually for emergency life support generators to cover five major areas of the Zoo. Continuous electrical power is critical in maintaining life support for the animal collection. Life support systems include light, heat, air conditioning, water filtration, and water systems. The Zoo is requesting to install permanent electrical generators in the following animal areas to maintain power to life-critical systems in the event of a power outage in the following animal areas: Aviary/Flamingo, Apes/Primates/ Macaque Island, Aquatic & Reptile Center, Small Mammals, Big Cat Country/Winter Quarters, Pachyderm East/West and Giraffe.
2	WZ107	Himalayan Black Bear Exhibit	\$151,107	\$0	\$151,107	The 2013 Capital Budget provided \$185,000 as the initial phase to renovate five zoo bear service areas (American Black Bear, Polar Bear, Grizzly Bear, Brown Bear and Himalayan Black Bear) and planning and design for the second phase. The bear service areas and bear dens at the Zoo were constructed 50 years ago. Extensive upgrades are necessary to maintain AZA accreditation standards, improve staff safety and facilitate modern animal management practices. These upgrades are being completed in 2013 for the Black Bear service areas. 2014 is for the Grizzly Bear service areas, Polar Bear for 2015, Brown Bear for 2016, and Himalayan Black Bear for 2017.
3	New	Master Plan Funding	\$7,500,000	\$3,750,000	\$3,750,000	The 2012 and 2013 Budgets included a total funding \$300,000 for a Zoo Master Plan, which will be completed in 2013. It is difficult to estimate the cost of the Master Plan projects before the planning is complete. As a place holder, the Zoo is estimating \$7,500,000 for the years 2016 through 2018 with the Society fund raising for 50% of the plan.
Total			\$7,710,207	\$3,750,000	\$3,960,207	

Milwaukee County Zoo
2018

Rank	Project Number	Project Name	Total Cost	Reimbursement Revenue	County Financing	Project Description
1	New	Zoo Life Support Emergency Generators	\$59,100		\$59,100	The Zoo is requesting \$59,100 annually for emergency life support generators to cover five major areas of the Zoo. Continuous electrical power is critical in maintaining life support for the animal collection. Life support systems include light, heat, air conditioning, water filtration, and water systems. The Zoo is requesting to install permanent electrical generators in the following animal areas to maintain power to life-critical systems in the event of a power outage in the following animal areas: Aviary/Flamingo, Apes/Primates/Macaque Island, Aquatic & Reptile Center, Small Mammals, Big Cat Country/Winter Quarters, Pachyderm East/West and Giraffe.
2	New	Master Plan Funding	\$7,500,000	\$3,750,000	\$3,750,000	The 2012 and 2013 Budgets included a total funding \$300,000 for a Zoo Master Plan, which will be completed in 2013. It is difficult to estimate the cost of the Master Plan projects before the planning is complete. As a placeholder, the Zoo is estimating \$7,500,000 for the years 2016 through 2018 with the Society fund raising for 50% of the plan.
					\$0	
Total			\$7,559,100	\$3,750,000	\$3,809,100	

MILWAUKEE COUNTY FISCAL NOTE FORM

DATE: 2/15/13

Original Fiscal Note

Substitute Fiscal Note

SUBJECT: Submission of the Milwaukee County Zoo 5 Year (2014 – 2018) Capital Improvement Program

FISCAL EFFECT:

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

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

	Expenditure or Revenue Category	Current Year	Subsequent Year
Operating Budget	Expenditure		
	Revenue		
	Net Cost		
Capital Improvement Budget	Expenditure	\$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. Milwaukee County Ordinance 36.04 requires all Departments to submit 5 Year Capital Improvement Program requests to their respective standing committee. The standing committee shall then submit the Program along with its recommendations to the Capital Improvements Committee (CIC).

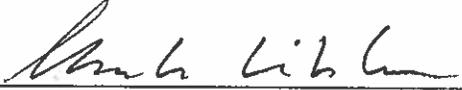
This fiscal note is for initial submission of the Milwaukee County Zoo's 5 Year (2014 – 2018) Capital Improvement Program.

- B. There are no direct costs or savings associated with the 5 Yr. Capital Improvement Program at this time as this item is only proposed for initial policymaker consideration. Any formal appropriation related to this 5 Year Program would occur in the future as part of the 2014 Capital Budget process.
- C. There are no budgetary costs or savings associated with the 5 Yr. Capital Improvement Program at this time as this item is only proposed for initial policymaker consideration. Any formal appropriation related to this 5 Year Program would occur in the future as part of the 2014 Capital Budget process.
- D. The projects included in the 5 Year Program are estimated based upon information that is currently available. The projects proposed and the final projects adopted as part of the 2014 Capital Budget process may vary. Refer to Items B and C for additional assumptions regarding formal appropriation of the projects proposed.

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.

² Community Business Development Partners' review is required on all professional service and public work construction contracts.

Department/Prepared By Milwaukee County Zoo/Vera Westphal

Authorized Signature 

Did DAS-Fiscal Staff Review? Yes No

Did CDBP Review?² Yes No Not Required

COUNTY OF MILWAUKEE
INTER-OFFICE COMMUNICATION

DATE: February 25, 2013

TO: Supervisor Marina Dimitrijevic, County Board Chairman

FROM: Charles Wikenhauser, Zoo Director

SUBJECT: **APPROVAL TO EXECUTE A PROFESSIONAL SERVICE CONTRACT FOR A SHARED REVENUE PROGRAM PROVIDING FACE PAINTING, CARICATURES, AND AIRBRUSH TATTOOS AT THE MILWAUKEE COUNTY ZOO**

ISSUE

The Milwaukee County Zoo requests approval to execute a professional services contract with Personality Portraits, Inc. based on a two (2) year agreement with two (2) options to renew for one (1) additional calendar year if mutually agreeable to the Parties. Personality Portraits, Inc. will pay Milwaukee County Zoo at least thirty five percent (35%) of gross collected revenue after state sales taxes, for providing face painting, caricatures, and airbrush tattoos at the Milwaukee County Zoo.

BACKGROUND

Milwaukee County Ordinance 56.30 requires that all professional service agreements with a value of \$50,000 or greater be reviewed by the appropriate standing committee and approved by the county board.

The Milwaukee County Zoo solicited proposals for providing face painting, caricatures, and airbrush tattoos at the Zoo. Personality Portraits, Inc.'s proposal was rated the best by Zoo staff. Personality Portraits, Inc currently provides their services at Six Flags Discovery Kingdom and the Saint Louis Zoo.

Personality Portraits, Inc. will provide the following to the Milwaukee County Zoo Visitors at these initial prices:

- ◆ Face painting designs initially priced from \$4 to \$10.
- ◆ Caricatures initially priced from \$12 to \$34.
- ◆ Airbrush tattoos initially priced from \$3 to \$12.
- ◆ All staff, supplies, and attractive display.
- ◆ Services provided at a minimum from Memorial Day through Labor Day.

1 RECOMMENDATION

2
3 It is recommended that following the review by Risk Management and Corporation Counsel, the
4 Director of the Milwaukee County Zoo be authorized to execute a Professional Service Contract
5 with Personality Portraits, Inc., for a period of two (2) years with two (2) options to renew for
6 one (1) additional calendar year if mutually agreeable to the Parties. Personality Portraits, Inc.
7 will pay Milwaukee County Zoo at least thirty five percent (35%) of gross collected revenue
8 after state sales taxes, for providing face painting, caricatures, and airbrush tattoos at the
9 Milwaukee County Zoo.

10 FISCAL NOTE

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13 Due to the uncertainty of the economy and Wisconsin weather, the Milwaukee County Zoo is
14 aggressively working to achieve its revenue budget. The Milwaukee County Zoo anticipates
15 \$35,000 to \$50,000 annually in revenue from the face painting, caricature, and airbrush tattoo
16 services.

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23 _____
24 Charles Wikenhauser
25 Zoo Director

- 26 c: Chris Abele, County Executive
27 Amber Moreen, Chief of Staff, County Executive's Office
28 Raisa Koltun, Director of Legislative Affairs, County Executive's Office
29 Supervisor Gerry Broderick, Chairman, Parks, Energy, and Environment
30 Committee
31 Steve Cady, Fiscal & Budget Analyst, County Board
32 Kelly Bablitch, Chief of Staff, County Board
33 Jessica Janz-McKnight, Research Analyst, County Board
34 Don Tyler, Director, Department of Administration
35 Craig Kammholz, Fiscal and Budget Administrator, DAS
36 Daniel Laurila, Fiscal & Management Analyst
37 Vera Westphal, Deputy Zoo Director (Admin./Finance)
38 Karl Hackbarth, Zoo Operations Coordinator
39 Andrew Stockel, Concessions and Merchandise Coordinator
40 Joe Jastrow, Merchandise Coordinator
41 Sue Rand, Zoo Accounting Manager

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, by recommending adoption of the following resolution:

WHEREAS, Milwaukee County Board Ordinance 56.30 requires that all professional service agreements with a value of \$50,000 or greater be approved by the County Board; and

WHEREAS, Personality Portraits, Inc. will pay Milwaukee County Zoo at least thirty-five percent (35%) of gross collected revenue after state sales taxes, for providing face painting, caricatures, and airbrush tattoos at the Milwaukee County Zoo; and

WHEREAS, this contract must be approved by County's Corporation Counsel and Risk Management; now therefore,

BE IT RESOLVED, that the request for approval of the Professional Service Contract for providing face painting, caricatures, and airbrush tattoos at the Milwaukee County Zoo with Personality Portraits, Inc. be hereby granted; and

BE IT FURTHER RESOLVED, that following the review by Risk Management and Corporation Counsel, the Director of the Milwaukee County Zoo is hereby authorized and directed to execute on behalf of Milwaukee County a two-year contract with two (2) options to renew for one (1) additional calendar year if mutually agreeable to the Parties.

MILWAUKEE COUNTY FISCAL NOTE FORM

DATE: 2/25/13

Original Fiscal Note

Substitute Fiscal Note

SUBJECT: Revenue Sharing Contract for Face Painting, Caricatures and Airbrush Tattoos.

FISCAL EFFECT:

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

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

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

DESCRIPTION OF FISCAL EFFECT

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

- A. Briefly describe the nature of the action that is being requested or proposed, and the new or changed conditions that would occur if the request or proposal were adopted.
- B. State the direct costs, savings or anticipated revenues associated with the requested or proposed action in the current budget year and how those were calculated. ¹ If annualized or subsequent year fiscal impacts are substantially different from current year impacts, then those shall be stated as well. In addition, cite any one-time costs associated with the action, the source of any new or additional revenues (e.g. State, Federal, user fee or private donation), the use of contingent funds, and/or the use of budgeted appropriations due to surpluses or change in purpose required to fund the requested action.
- C. Discuss the budgetary impacts associated with the proposed action in the current year. A statement that sufficient funds are budgeted should be justified with information regarding the amount of budgeted appropriations in the relevant account and whether that amount is sufficient to offset the cost of the requested action. If relevant, discussion of budgetary impacts in subsequent years also shall be discussed. Subsequent year fiscal impacts shall be noted for the entire period in which the requested or proposed action would be implemented when it is reasonable to do so (i.e. a five-year lease agreement shall specify the costs/savings for each of the five years in question). Otherwise, impacts associated with the existing and subsequent budget years should be cited.
- D. Describe any assumptions or interpretations that were utilized to provide the information on this form.
- A. The Milwaukee County Zoo requests approval to execute a professional services contract with Personality Portraits, Inc. for face painting, caricature and airbrush tattoo services at the Zoo for two (2) calendar years beginning in the year in which it is executed, with two (2) options to renew for one (1) additional calendar year if mutually agreeable to the Parties.
- B. Personality Portraits, Inc. will pay Milwaukee County Zoo at least thirty five percent (35%) of gross collected revenue after state sales taxes, for providing face painting, caricatures, and airbrush tattoos at the Zoo. The Zoo anticipates \$35,000 to \$50,000 annually in revenue from this contract.
- C. Due to the uncertainty of the economy and Wisconsin weather, the Zoo is aggressively working to achieve its revenue budget. This revenue sharing contract will help to achieve this goal.
- D. Revenues are based on estimates from the vendor.

Department/Prepared By Milwaukee County Zoo, Sue Rand

Authorized Signature _____

Did DAS-Fiscal Staff Review? Yes No

Did CBDP Review?² Yes No Not Required

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.

² Community Business Development Partners' review is required on all professional service and public work construction contracts.

**AGREEMENT BETWEEN MILWAUKEE COUNTY ZOO AND PERSONALITY
PORTRAITS INC. FOR
FACE PAINTING, CARICATURE, AND AIRBRUSH TATTOO SERVICES**

This Agreement, by and between the Milwaukee County Zoo (the “County”) and Personality Portraits Inc. (the “Vendor”) is entered into effective _____, 2013. Referenced together, the County and the Vendor are the “Parties” to this Agreement.

WITNESSETH:

WHEREAS, the Vendor is to provide professional staff, all necessary equipment as well as supplies for face painting, caricatures, and airbrush tattoos, a point-of-sale unit for each location, and customer choices that suit a County approved Zoo theme at the Milwaukee County Zoo for the Zoo’s patrons; and

WHEREAS, in consideration for the privilege of operating at the Zoo, the Vendor will share with the Zoo a percentage of its sales revenue; and

WHEREAS, recognizing that the development of an agreement permitting Vendor to offer face painting, caricatures, and airbrush tattoos at the Milwaukee County Zoo is advantageous to both agencies, the Parties do herewith, in consideration of mutual promises and other good and valuable consideration, agree as follows:

PROVISIONS:

1. RESPONSIBILITIES OF THE PARTIES.

Vendor shall specifically perform all of the tasks and achieve the objectives set forth in its proposal, which is incorporated herein by reference. In the event of any conflict between the terms and provisions of the proposal and the terms and provisions of this Agreement, the terms and provisions of this Agreement shall govern, control and prevail.

- A. Vendor will provide all necessary equipment, including a point-of-sale unit, as well as supplies for face painting, caricatures, and airbrush tattoos (the “Equipment”) that meet or exceed all current health and safety standards. Vendor must have available on-site backup systems for all critical parts/systems to prevent service disruption.
- B. At all times, Vendor will retain full title and rights of ownership to the Equipment.
- C. All Vendor supplies and equipment shall be removed each year from Zoo grounds within two weeks from last day of service.

2/27/2013

- D. Vendor shall provide face painting, caricature, and airbrush tattoo services for Zoo Visitors that suit a County approved Zoo theme. All materials prepared by Vendor for the County shall be submitted for County approval before production.
- E. The Vendor shall be responsive and responsible to the Zoo Gift Shop Coordinator or designee. Pricing shall also be subject to approval by the Zoo Gift Shop Coordinator or designee. Vendor must issue customer receipts with each purchase.
- F. Vendor shall supervise its own staff and provide professional and customer friendly staff.
- G. Vendor staff must complete Zoo Orientation and Safety Training before commencement of services (by exception within 30 days).
- H. Vendor staff must comply with Zoo seasonal staff dress code.
- I. Vendor staff shall be available to perform their services for Zoo special events and group sales.
- J. Vendor staff shall not drive personal vehicles onto Zoo walkways.
- K. The County shall provide at no cost to Vendor electrical service, water, and space at the Zoo. Space within the Zoo requires approval by the Zoo Director.
- L. The County will provide Vendor reasonable access to the space, including free parking for business purposes.
- M. The COUNTY reserves the right to demand removal of VENDOR staff for repeatedly not performing their duties in a professional manner.

2. TERM.

This Agreement shall be for two (2) calendar years beginning in the year in which it is executed, with two (2) options to renew for one (1) additional calendar year if mutually agreeable to the Parties. At a minimum, these services must be provided daily from Memorial Day Weekend through Labor Day each year.

3. COMPENSATION.

Vendor shall pay to County at the end of each Sales Period a commission of thirty-five percent (35%) of gross revenue after sales taxes for Caricatures and thirty-six percent (36%) of gross revenue after sales taxes for Face Painting and Tattoo Services. "Sales Period" means a Monday to Sunday cycle of two (2) weeks or fourteen (14) days each; payment due fourteen (14) days after the end of a Sales Period.

Checks shall be made payable to the **Milwaukee County Treasurer** and mailed or delivered to: Milwaukee County Zoo, Attention: Sue Rand, Accounting Manager, 1001 West Bluemound Road, Wauwatosa, Wisconsin, 53226.

Sales Reports: Vendor shall provide the County with a report of daily sales quantities and values with each Sales Period payment. Upon written demand by the County, Vendor agrees to compile and provide County with an additional detailed summary report of all sales activities, a financial reconciliation of all commissions owed and paid, and remit to County any additional amounts as may be required. Vendor shall submit such reports within ten (10) days of each written request by the County.

4. AUDIT AND INSPECTION OF RECORDS.

Vendor shall permit the authorized representatives of County, after reasonable notice, to inspect and audit all data and records of Vendor related to carrying out this Agreement for a period up to three years after completion of the Agreement. The prime consultant must obtain prior written Milwaukee County approval for all sub-consultants and/or associates to be used in performing its contractual obligations. There must be a written contractual agreement between the prime consultant and its County approved sub-consultant and/or associates which binds the sub-consultant to the same audit Agreement terms and conditions as the prime consultant.

5. NON-DISCRIMINATION, EQUAL EMPLOYMENT OPPORTUNITY AND AFFIRMATIVE ACTION PROGRAMS.

In the performance of work under this Agreement, Vendor shall not discriminate against any employee or applicant for employment because of race, color, national origin, age, sex, or handicap, which shall include, but not be limited to, the following:

Employment, upgrading, demotion or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeships. Vendor will post in conspicuous places, available for employees and applicants for employment, notices setting forth the provisions of the non-discriminatory clause.

Vendor agrees to strive to implement the principles of equal employment opportunity through an effective Affirmative Action program, and has so indicated on the Equal Employment Opportunity Certificate attached hereto as and made a part of this Agreement. The program shall have as its objective to increase the utilization of women, minorities and handicapped persons, and other protected groups, at all levels of employment, in all divisions of Vendor's work force, where these groups may have been previously under-utilized and under-represented. Vendor also agrees that in the event of any dispute as to compliance with the aforementioned requirements, it shall be its responsibility to show that it has met all such requirements.

When a violation of the non-discrimination, equal opportunity or Affirmative Action provisions of this section has been determined by County, Vendor shall immediately be

informed of the violation and directed to take all action necessary to halt the violation, as well as such action as may be necessary to correct, if possible, any injustice to any person adversely affected by the violation, and immediately take steps to prevent further violations.

If, after notice of a violation to Vendor, further violations of the section are committed during the term of the Agreement, County may terminate the Agreement without liability for the uncompleted portion or any materials or services purchased or paid for by the Vendor for use in completing the Agreement, or it may permit Vendor to complete the Agreement, but, in either event, Vendor shall be ineligible to bid on any future Agreements let by County.

6. INDEMNITY.

Vendor agrees to the fullest extent permitted by law, to indemnify, defend and hold harmless, County, and its agents, officers and employees, from and against all loss or expense including costs and attorney’s fees by reason of statutory benefits under Workers Compensation Laws, or liability for damages including suits at law or in equity, caused by any wrongful, intentional, or negligent act or omission of Vendor, or its (their) agents which may arise out of or are connected with the activities covered by this Agreement.

7. INSURANCE.

The Vendor understands and agrees that financial responsibility for claims or damages to any person, or to Vendor’s employees and agents, shall rest with the Vendor. The Vendor may effect and maintain any insurance coverage, including, but not limited to, Worker’s Compensation, Employers Liability and General Contractual, Professional and Automobile Liability, to support such financial obligations. The indemnification obligation, however, shall not be reduced in any way by existence or non-existence, limitation, amount or type of damages, compensation or benefits payable under Worker’s Compensation laws or other insurance provisions.

The Vendor shall provide evidence of the following coverages and minimum amounts:

<u>Type of Coverage</u>	<u>Minimum Limits</u>
Wisconsin Workers’ Compensation or Proof of All States Coverage	Statutory (waiver of subrogation)
Employer’s Liability	\$100,000/500,000/100,000
Commercial or Comprehensive General Liability Bodily Injury and Property Damage (incl. Personal Injury, Fire Legal, Aggregate, Contractual & Products/Completed Operations)	\$1,000,000 Per Occurrence \$1,000,000 General

Professional Liability	\$1,000,000 Per Occurrence \$1,000,000 Aggregate
Automobile Liability	
Bodily Injury & Property Damage	\$1,000,000 Per Accident
All Autos-Owned, non-owned and/or hired	
Uninsured Motorists	Per Wisconsin Requirements

Milwaukee County will be named as an additional insured for General and Automobile, as respects the services provided in this Agreement. Disclosure must be made of any non-standard or restrictive additional insured endorsement, and any use of non-standard or restrictive additional insured endorsement will not be acceptable. A certificate indicating the above coverages shall be submitted for review and approval by the County for the duration of this Agreement.

Coverages shall be placed with an insurance company approved by the State of Wisconsin and rated "A" per Best's Key Rating Guide. Additional information as to policy form, retroactive date, discovery provisions and applicable retentions shall be submitted to County, if requested, to obtain approval of insurance requirements. Any deviations, including use of purchasing groups, risk retention groups, etc., or requests for waiver from the above requirements shall be submitted in writing to the County for approval prior to the commencement of activities under this Agreement.

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

8. PERMITS, TAXES, LICENSES.

Vendor is responsible for procuring, maintaining and paying for all necessary federal, state, and local permits, licenses, fees and taxes required to carry out the provisions of this Agreement.

9. RIGHT OF TERMINATION BY COUNTY.

The County further reserves the right to terminate the Agreement at any time for any reason by giving Vendor thirty (30) days written notice of such termination. Upon termination, County shall be paid compensation due it pursuant to paragraph three (3).

10. INDEPENDENT CONTRACTOR.

Nothing contained in this Agreement shall constitute or be construed to create a partnership or joint venture between County or its successors or assigns and Vendor or its successors or assigns. In entering into this Agreement, and in acting in compliance herewith, Vendor is at all times acting and performing as an independent Vendor, duly authorized to perform the acts required of it hereunder.

11. SUBAGREEMENTS.

Assignment of any portion of the work by subcontract must have the prior written approval of County.

12. ASSIGNMENT LIMITATION.

This Agreement shall be binding upon and inure to the benefit of the parties and their successors and assigns; provided, however, that neither party shall assign its obligations hereunder without the prior written consent of the other.

13. PROHIBITED PRACTICES.

A. Vendor during the period of this Agreement shall not hire, retain or utilize for compensation any member, officer, or employee of County or any person who, to the knowledge of Vendor, has a conflict of interest.

B. Vendor hereby attests that it is familiar with Milwaukee County's Code of Ethics which states, in part, "No person may offer to give to any County officer or employee or his immediate family, and no County officer or employee or his immediate family, may solicit or receive anything of value pursuant to an understanding that such officer's or employee's vote, official actions or judgment would be influenced thereby."

14. NOTICES.

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

To Vendor:
Personality Portraits Inc.
Attn.: Bill and Maureen Hartmann
1914 Prospector Ridge Dr
Wildwood, MO 63011
(314) 560-4600

To County:
Milwaukee County Zoo
Attn.: Chuck Wikenhauser
10001 W. Bluemound Rd
Milwaukee, WI 53226
(414) 771-3040

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

15. MISCELLANEOUS.

This Agreement shall be interpreted and enforced under the laws and jurisdiction of the State of Wisconsin. This Agreement constitutes the entire understanding between the parties and is not subject to amendment unless agreed upon in writing by both parties hereto. Vendor acknowledges and agrees that it will perform its obligations hereunder in compliance with all applicable state, local or federal law, rules and regulations and orders.

16. PRICING

Vendor will initially provide their service and products as follows:

Cheek face painting designs	\$4 ea
Half face painting designs	\$8 ea
Full face painting designs	\$10 ea
Airbrush temporary tattoos	\$3 to \$12 depending on size
Caricatures - one person	\$12 black/white
	\$17 color
two person	\$19 black/white
	\$24 color
three person	\$27 black/white
	\$34 color

Changes in pricing must be agreed upon in writing by both parties hereto.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement on the day, month and year first above written.

FOR MILWAUKEE COUNTY

BY VENDOR

Charles Wikenhauser (Date)
Zoo Director

(Date)

MILWAUKEE COUNTY WITNESS:

Taxpayer ID

VENDOR WITNESS

By _____

Date

Approved as to form and Independent
Contractor status by Corporation Counsel.

Date

Reviewed by County's Risk
Manager

By _____

By _____

Date

Date

2/19/13 3:00PM

2/27/2013

COUNTY OF MILWAUKEE
INTER-OFFICE COMMUNICATION

DATE: February 25, 2013

TO: Supervisor Marina Dimitrijevic, County Board Chairman

FROM: Charles Wikenhauser, Zoo Director

SUBJECT: **APPROVAL TO EXECUTE A PROFESSIONAL SERVICE CONTRACT FOR A SHARED REVENUE PROGRAM PROVIDING PHOTOGRAPHIC SERVICES AT THE MILWAUKEE COUNTY ZOO**

ISSUE

The Milwaukee County Zoo requests approval to execute a professional services contract with Photogenic Inc. based on a three (3) year agreement with two (2) options to renew for one (1) additional calendar year if mutually agreeable to the Parties. Photogenic Inc. will annually pay Milwaukee County Zoo \$5,000 in Zoo support and twenty percent (20%) of the first \$300,000 of gross collected revenue after state sales taxes for providing photographic services at the zoo and twenty five percent (25%) of any sales in excess of \$300,000.

BACKGROUND

Milwaukee County Ordinance 56.30 requires that all professional service agreements with a value of \$50,000 or greater be reviewed by the appropriate standing committee and approved by the county board.

The Milwaukee County Zoo solicited proposals for providing photographic services at the Zoo. Photogenic Inc.'s proposal was rated the best by Zoo staff. Photogenic Inc. currently provides their services at other family entertainment venues across the country.

Photogenic Inc. will provide the following to the Milwaukee County Zoo:

- ◆ Guest photo packages initially priced at \$20.00
- ◆ Guest photo upgrades initially priced at \$10.00.
- ◆ All staff, supplies, and attractive display.
- ◆ Services provided at a minimum from Memorial Day through Labor Day.
- ◆ An additional \$5,000 annually to benefit the Milwaukee County Zoo.

1 RECOMMENDATION

2
3 It is recommended that following the review by Risk Management and Corporation Counsel, the
4 Director of the Milwaukee County Zoo be authorized to execute a Professional Service Contract
5 with Photogenic Inc. for a period of three (3) years with two (2) options to renew for one (1)
6 additional calendar year if mutually agreeable to the Parties. Photogenic Inc. will pay Milwaukee
7 County Zoo \$5,000 annually in zoo support and at least twenty percent (20%) of gross collected
8 revenue after state sales taxes for providing photographic services at the zoo.
9

10 FISCAL NOTE

11
12 Due to the uncertainty of the economy and Wisconsin weather, the Milwaukee County Zoo is
13 aggressively working to achieve its revenue budget with additional revenue sources. The
14 Milwaukee County Zoo anticipates \$45,000 to \$65,000 annually in revenue from the
15 photographic services and zoo support.
16
17

18 _____
19 Charles Wikenhauser
20 Zoo Director
21

- 22 c: Chris Abele, County Executive
23 Amber Moreen, Chief of Staff, County Executive's Office
24 Raisa Koltun, Director of Legislative Affairs, County Executive's Office
25 Supervisor Gerry Broderick, Chairman, Parks, Energy, and Environment
26 Committee
27 Steve Cady, Fiscal & Budget Analyst, County Board
28 Kelly Bablitch, Chief of Staff, County Board
29 Jessica Janz-McKnight, Research Analyst, County Board
30 Don Tyler, Director, Department of Administration
31 Craig Kammholz, Fiscal and Budget Administrator, DAS
32 Daniel Laurila, Fiscal & Management Analyst
33 Vera Westphal, Deputy Zoo Director (Admin./Finance)
34 Karl Hackbarth, Zoo Operations Coordinator
35 Andrew Stockel, Zoo Concessions and Merchandise Coordinator
36 Joe Jastrow, Zoo Merchandise Coordinator
37 Sue Rand, Zoo Accounting Manager
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, by recommending adoption of the following resolution:

WHEREAS, Milwaukee County Board Ordinance 56.30 requires that all professional service agreements with a value of \$50,000 or greater be approved by the County Board; and

WHEREAS, Photogenic Inc will pay the Milwaukee County Zoo \$5,000 annually for zoo support and at least twenty percent (20%) of gross collected revenue after state sales taxes for

photographic services at the zoo; and

WHEREAS, this contract must be reviewed and approved by County's Corporation Counsel

and Risk Management; and now therefore,

BE IT RESOLVED, that the request for approval of the Professional Service Contract for furnishing of annual zoo support and photographic services to the Milwaukee County Zoo by Photogenic Inc. be hereby granted; and

BE IT FURTHER RESOLVED, that following the review by Risk Management and Corporation Counsel, the Director of the Milwaukee County Zoo is hereby authorized and directed to execute on behalf of Milwaukee County a three-year contract including two (2) options to renew for one (1) additional calendar year if mutually agreeable to the Parties.

MILWAUKEE COUNTY FISCAL NOTE FORM

DATE: 2/25/13

Original Fiscal Note

Substitute Fiscal Note

SUBJECT: Revenue Sharing Contract for Zoo Photographic Services

FISCAL EFFECT:

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

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

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

DESCRIPTION OF FISCAL EFFECT

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

- A. Briefly describe the nature of the action that is being requested or proposed, and the new or changed conditions that would occur if the request or proposal were adopted.
- B. State the direct costs, savings or anticipated revenues associated with the requested or proposed action in the current budget year and how those were calculated. ¹ If annualized or subsequent year fiscal impacts are substantially different from current year impacts, then those shall be stated as well. In addition, cite any one-time costs associated with the action, the source of any new or additional revenues (e.g. State, Federal, user fee or private donation), the use of contingent funds, and/or the use of budgeted appropriations due to surpluses or change in purpose required to fund the requested action.
- C. Discuss the budgetary impacts associated with the proposed action in the current year. A statement that sufficient funds are budgeted should be justified with information regarding the amount of budgeted appropriations in the relevant account and whether that amount is sufficient to offset the cost of the requested action. If relevant, discussion of budgetary impacts in subsequent years also shall be discussed. Subsequent year fiscal impacts shall be noted for the entire period in which the requested or proposed action would be implemented when it is reasonable to do so (i.e. a five-year lease agreement shall specify the costs/savings for each of the five years in question). Otherwise, impacts associated with the existing and subsequent budget years should be cited.
- D. Describe any assumptions or interpretations that were utilized to provide the information on this form.
 - A. The Milwaukee County Zoo requests approval to execute a professional services contract with Photogenic Inc. for photographic services at the Zoo.
 - B. Photogenic Inc. will pay Milwaukee County Zoo \$5,000 annually in zoo support and twenty percent (20%) of the first \$300,000 of gross collected revenue after state sales taxes for providing photographic services at the zoo and twenty five percent (25%) of any sales in excess of \$300,000. The Zoo anticipates \$45,000 to \$65,000 annually in revenue from this contract.
 - C. Due to the uncertainty of the economy and Wisconsin weather, the Zoo is aggressively working to achieve its revenue budget. This revenue sharing contract will help to achieve this goal.
 - D. Revenues are based on estimates from the vendor.

Department/Prepared By Milwaukee County Zoo, Sue Rand

Authorized Signature _____

Did DAS-Fiscal Staff Review? Yes No

Did CDBP Review?² Yes No Not Required

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.

² Community Business Development Partners' review is required on all professional service and public work construction contracts.

AGREEMENT BETWEEN MILWAUKEE COUNTY ZOO AND PHOTOGENIC INC FOR PHOTOGRAPHY SERVICES

THIS AGREEMENT, by and between the Milwaukee County Zoo (hereinafter called "COUNTY"), represented by Charles Wikenhauser, Zoo Director, and Photogenic Inc. (hereinafter called "CONTRACTOR") is entered into on _____.

OVERVIEW

CONTRACTOR to provide Photography Services to the Milwaukee County Zoo visitors on a revenue share basis with the COUNTY of at least 20% after sales taxes.

CONTRACT TERM

This Agreement shall commence upon written execution by the COUNTY and shall expire on December 31, 2015, with two (2) options to renew for one (1) additional calendar year if mutually agreeable to the Parties.

RESPONSIBILITIES OF THE PARTIES

Vendor shall specifically perform all of the tasks and achieve the objectives set forth in its proposal, which is incorporated herein by reference. In the event of any conflict between the terms and provisions of the proposal and the terms and provisions of this Agreement, the terms and provisions of this Agreement shall govern, control and prevail.

At a minimum, CONTRACTOR shall provide all of the following services daily from Memorial Day weekend through Labor Day each year.

- 1.) Integrate Milwaukee County Zoo logo and details into images with a complete solution for a green screen system, including layout, lighting and calibration in accordance with the COUNTY approved Zoo theme.
- 2.) Provide all necessary photography and equipment and supplies.
- 3.) Produce fast, high quality images for purchase by Zoo guests.
- 4.) Provide photography services for special events and group sales.
- 5.) Provide customer receipt with each purchase.
- 6.) Contractor staff must comply with County seasonal dress code.
- 7.) Provide sales opportunities on-line.
- 8.) Responsible for supervision of staff.
- 9.) Provide professional and customer-friendly staff who have completed Zoo Orientation and Safety Training.
- 10.) Maintain onsite backup system for all critical parts/systems to prevent service disruption.
- 11.) Submit supplemental payment to COUNTY minimally in the amount five thousand dollars (\$5,000.00) by July 31st each calendar year through the term of the Agreement to benefit the Milwaukee County Zoo.
- 12.) Provide point-of-sale units to accurately track sales information.

COMPENSATION

CONTRACTOR shall provide County with 20% of gross revenue after sales taxes. Compensation to the County shall be on a bimonthly basis, within two weeks after the end of each bimonthly period. Sales and revenue reporting must include detailed daily sales quantities, values, sales taxes, and revenue share calculation. A copy of said reports shall be provided to the Zoo Director or Zoo Director designee with each bimonthly payment.

PRICING

Vendor will initially provide their service and products as follows:

Base Photo Package	\$20
Additional Package Discount	50%
Package Additions:	
Flash Drive with guest's Zoo Images	\$10
6x8 Photo	\$10
4x6 Photo and 2-Wallet Photos	\$10

Changes in pricing must be agreed upon in writing by both parties hereto.

PERMITS, TAXES, LICENSES

Vendor is responsible for procuring, maintaining and paying for all necessary federal, state, and local permits, licenses, fees and taxes required to carry out the provisions of this Agreement.

ASSIGNMENT

CONTRACTOR may not assign any part of this Agreement without the prior written approval of the COUNTY.

SUBLETTING

CONTRACTOR is not authorized to sublease any portion of COUNTY property without the prior written approval of the COUNTY.

NONDISCRIMINATION EQUAL EMPLOYEMENT OPPORTUNITY AND AFFIRMATIVE ACTION PROGRAMS

In the performance of work under this Agreement, CONTRACTOR agrees that it shall not discriminate against any employee or applicant for employment on the basis of race, color, national origin, age, sex, disability or any other protected class.

CONTRACTOR shall post notices provided by the COUNTY, setting forth the provisions of the nondiscriminatory clause in conspicuous places, available for employees and applicants for employment. CONTRACTOR agrees to strive to implement the principles of equal employment opportunities through an effective Affirmative Action Program.

If violation of the nondiscrimination, equal opportunity or Affirmative Action provisions of this section has been determined by COUNTY, CONTRACTOR shall immediately be informed of the violation and directed to take all action necessary to halt the violation, as well as such action as may be necessary to correct, if possible, any injustice to any person adversely affected by the violation, and immediately take steps to prevent further violations. If, after notice of a violation to CONTRACTOR, further violations of this section are committed during the term of the Agreement, COUNTY may terminate the Agreement without liability for the uncompleted portion or any materials or services purchased or paid for by the CONTRACTOR for use in completing the Agreement, but in either event, CONTRACTOR shall be ineligible to bid on any future Agreements let by COUNTY.

TERMINATION OF AGREEMENT:

This Agreement may be terminated by the COUNTY with or without cause, following thirty (30) days prior written notice. Upon said termination, CONTRACTOR shall compensate COUNTY within forty-five (45) days of receiving notice of termination by the COUNTY for all documented services rendered through the date of termination. .

COUNTY'S RIGHT TO AUDIT

The COUNTY reserves the right to demand any reports it believes necessary to document the services performed. The COUNTY reserves the right to audit all records of the CONTRACTOR relating to the services performed under this Agreement. The CONTRACTOR shall permit the authorized representatives of the County Auditor, after reasonable notice, the right to inspect and audit all data and records of CONTRACTOR related to carrying out the Agreement for a period of up to three years after completion.

INDEMNITY

CONTRACTOR agrees to the fullest extent permitted by law, to indemnify, defend and hold harmless the COUNTY, its agents, officers and employees, from and against all liability. Including, but not limited to, costs and attorney's fees, all claims, and causes of actions by reason of liability for damages including suits at law or in equity, caused by any wrongful, intentional, or negligent act or omission of CONTRACTOR, or its agents which may arise out of or are connected with any of the activities covered by this Agreement.

INSURANCE

CONTRACTOR understands and agrees that financial responsibility for claims or damages to any person, or to CONTRACTOR's employees and agents, shall rest with the CONTRACTOR. The CONTRACTOR may effect and maintain any insurance coverage, including, but not limited to, Worker's Compensation, Employers Liability and General Contractual, Professional and Automobile Liability, to support such financial obligations. The indemnification obligation, however, shall not be reduced in any way by existence or non-existence, limitation, amount or type of damages, compensation or benefits payable under Worker's Compensation laws or other insurance provisions.

The CONTRACTOR shall provide evidence of the following coverages and minimum amounts:

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

Milwaukee County will be named as an additional insured for General and Automobile, as respects the services provided in this Agreement. Disclosure must be made of any non-standard or restrictive additional insured endorsement, and any use of non-standard or restrictive additional insured endorsement will not be acceptable. A certificate indicating the above coverages shall be submitted for review and approval by the County for the duration of this Agreement.

Coverages shall be placed with an insurance company approved by the State of Wisconsin and rated "A" per Best's Key Rating Guide. Additional information as to policy form, retroactive date, discovery provisions and applicable retentions shall be submitted to County, if requested, to obtain approval of insurance requirements. Any deviations, including use of purchasing groups, risk retention groups, etc., or requests for waiver from the above requirements shall be submitted in writing to the County for approval prior to the commencement of activities under this Agreement.

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

MISCELLANEOUS TERMS

COUNTY will provide power, internet access, and space at the Milwaukee County Zoo, as determined and approved by the Zoo Director.

All materials prepared by CONTRACTOR for the COUNTY will be submitted to the Zoo Director or designee for approval prior to production. The CONTRACTOR shall be responsive and responsible to the Zoo Director, or designee. Pricing shall also be subject to approval by the Zoo Director, or designee.

The COUNTY reserves the right to demand removal of CONTRACTOR staff for inappropriate behavior or dress.

CONTRACTOR shall remove all supplies and equipment from Zoo property within ten (10) business days from the CONTRACTOR's last day of service each season, but no later than November 1st each year.

This Agreement shall be interpreted and enforced under the laws and jurisdiction of the State of Wisconsin. This Agreement constitutes the entire understanding between the parties and is not subject to amendment unless agreed upon in writing by both parties hereto. CONTRACTOR acknowledges and agrees that it will perform its obligations hereunder in compliance with all applicable state, local or federal law, rules and regulations and orders.

NOTICES.

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

To CONTRACTOR:
Photogenic, Inc.
Attn.: Lynn Nield
lnield@photogenic.com

(312) 836-5428

To County:
Milwaukee County Zoo
Attn.: Chuck Wikenhauser
10001 W. Bluemound Rd
Milwaukee, WI 53226
(414) 771-3040

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

INDEPENDENT CONTRACTOR

Nothing contained in the Agreement shall constitute or be construed to create an employment relationship, partnership or joint venture between the COUNTY or its successors or assigns and CONTRACTOR or its successors or assigns. In entering into this Agreement, and in acting in compliance herewith, the CONTRACTOR is at all times acting and performing as an INDEPENDENT CONTRACTOR, duly authorized to perform the acts required of it hereunder.

PROHIBITED PRACTICES

- A. The CONTRACTOR, during the period of this Agreement shall not hire, retain or utilize for compensation any member, officer or employee of the COUNTY or any person who, to their knowledge of the CONTRACTOR, has a conflict of interest.
- B. The CONTRACTOR agrees to be bound by the Milwaukee County Code of Ethics which states in relevant part: No person may offer to give to any County officer or employee or his immediate family, and no County officer or employee or his immediate family may solicit or receive, anything of value pursuant to an understanding that such officers or employees vote, official actions or judgment would be influenced thereby.

IN WITNESS WHEREOF, the parties to this Agreement have caused this instrument to be executed by their respective authorized representatives, effective on the day, month, and year first above written.

BY MILWAUKEE COUNTY

BY CONTRACTOR

Charles Wikenhauser (Date)
Zoo Director

(Date)

Taxpayer ID

**Approved for Execution
by Corporation Counsel**

Risk Management Approval

By _____
(Date)

By _____
(Date)

2/19/13 6:40pm

County of Milwaukee
INTEROFFICE MEMO

PARKS 16

Referred

FEB 25 2013

County Board
Chair

DATE: February 18, 2013
TO: Supervisor Dimitrijevic, County Board Chairwoman
FROM: Michael Bernatz, VP of Finance and CFO; Milwaukee Public Museum
SUBJECT: **Capital Improvement Committee Process**

Issue

Milwaukee County Ordinance 36.04 requires all Departments to submit five-year capital improvement program (Program) requests to their respective standing committees. Standing committees shall then submit Programs along with recommendations to the newly created Capital Improvements Committee (CIC).

Background

The purpose of the CIC is to develop a Program for the entire County and establish criteria on how each capital project will be evaluated. The ordinance also requires Departments to submit Programs to their respective standing committees, which will then forward their recommendations to the CIC.

Request

The Milwaukee Public Museum has evaluated its anticipated maintenance and facility needs. The attached includes the Department's outstanding capital needs, listed in priority order.

Description of major items/long term vision

Milwaukee Public Museum Capital Improvement Budget, 5 Year Plan (2014 – 2018)

The Milwaukee Public Museum was constructed in 1961, 51 years ago. The Natural History Collections & Artifacts account for over 4.5 million items in its collections. The Complex exists in a footprint of over 400,000 sq. ft. The Museum is comprised of 2 buildings connected by an Atrium; there are 9 levels to the main building.

The costs now to improve the Structure, Mechanical, Electrical, and Life Safety Systems for the next five years are projected to be **\$24,490,467**. Review of these costs are provided in the Museum 5 Year Plan (2014 – 2018, Attached). Specific details of the 2014 budget requests, representing \$2,370,907 in total for the year, are listed below and summarized in the 5 Year Plan.

Details for 2014 Budget

#1 North Façade

An appropriation of \$841,063 (North Façade Only) is requested in 2014 budget for the cleaning/replacement of shelf angles and the repair/replacement of the marble veneer panels at the Milwaukee Public Museum. In addition, a new flashing system will be designed, detailed, and installed. Continued financing will be needed in out years of the 5 year plan to finish repairs to the East and West sides of the building. The total estimated cost of the restoration is 1,740,976 (A&E 2014 Estimate).

#2 Windows

An appropriation of \$1,779,038 is budgeted for design and construction to the replacement of windows in the 5 year plan starting in 2014 with \$618,090 (2014 budget estimate by A&E). The funding for 2014 will be used initially for the North elevation of the Museum currently scheduled for restoration to its façade.

During that time, the multiple window systems have been severely weathered by our northern climate, causing significant failure and compromising the interior building environmental climate. Due to these effects, water and air leak through an ineffective aluminum frame. This also lowers ability to control environmental conditions not only in the office areas, but in the critical areas that house collections, and provide space for visitors. This capital replacement retrofit is a Priority 2 referencing rapid deterioration that has impact on the collections of the museum and the integrity of the building envelope. This is an energy concern that adversely affects the energy use at the Museum.

#3 Security and Life Safety Systems

An appropriation \$209,109 is requested for Museum Security System in 2014 (2014 budget estimate by A&E) and future funds to out years of the 5-year capital improvement plan for upgrading and advancing the hardware and technology of the security system to handle the changes in protection level needed for cultural institutions. Breaches in security including restricted area intrusion and theft have occurred in recent years. These factors emphasize the need for greater Visitor, Staff and Collection security and safety.

Items of protection today include monitoring via video and electronic contacts that not only view, but alert, record, and assist museum staff for intrusions. Physical components include assorted alarm devices, cameras, and door contacts, wireless & hardwire systems, recording & data collection systems, power sources & back-ups and communication systems. MPM has embarked on this process, but there are gaps that need to be upgraded, centralized, and finished to make a complete protection fabric. The museum and its collections are open to risk by the public, special events, contractors, and construction. Our security system must be equipped to handle any threat.

#4 Steam Reducing Station

Additional funding of \$119,400 is requested in 2014 by County A&E for replacement and installation of the Steam Converter Reducing Station and Condensate Heat Exchanger for the Museum. This is a continuation of a former Museum Air Handling and Piping Replacement project.

#5 Elevator/Escalator Safety Updates

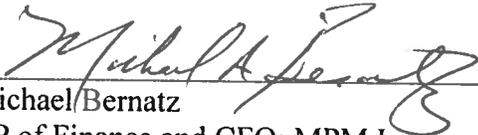
An appropriation of \$7,326,679 is requested for design and construction for replacement and modifications to all Escalators and Elevators in the 5 year plan starting in 2014 with \$123,625 (2014 budget estimate by A&E). The Museum's equipment needs short term safety updates, but is generally code compliant for the date of installation (1962), and "grandfathered" to that date. County consultant Lerch Bates recommends the following short term upgrades:

- a. Hands Free Phones on two passenger elevators
- b. Skirt Deflector Brushes on Six Escalators
- c. Emergency Battery Lowering and disconnect interlock for the Theater elevator.
- d. Replace all incandescent machine room lighting with fluorescent

Complete modernization of the equipment all Escalators and Elevators is recommended in the future 5 year plan and recommended by the County's consultant Lerch-Bates.

#6 MPM Roof Replacement Project Continuation, 3rd Fl. West Roof

An appropriation of \$459,620 is requested for the replacement of the roof sections not yet replaced by the WM009 roof replacement project and as identified in the "2009 Roof and Exterior Wall Analysis Report at the Milwaukee Public Museum" and re-inspected in 2011. Roof 8D was replaced in 2009, Roofs 8A, 8B, 8C, & 9 were replaced in 2010 - 2011. Roof sections 10 & 10B require replacement. Roof sections 10A, 10C, & 10D require maintenance and repairs. Roof Section 10i requires a waterproof coating. Gravel surfacing and adhesives on Roof Sections 11, 12, & 14 require repairs / restoration. Roof Sections 10e - 10h and 13, and 15 require inspections.


Michael Bernatz
VP of Finance and CFO; MPM Inc.

Cc: Chris Abele, County Executive
Amber Moreen, Chief of Staff, County Executive's Office
Kelly Bablitch, Chief of Staff, County Board
Michael Mayo, Sr., Chair, Transportation, Public Works, and Transit Committee
Willie Johnson, Jr., Co-Chair, Finance Personnel, and Audit Committee
David Cullen, Co-Chair, Finance Personnel, and Audit Committee
TBD, Chair, Capital Improvements Committee
TBD, CEX Appointee #1, Capital Improvements Committee
TBD, CEX Appointee #2, Capital Improvements Committee
Craig Kammholz, Fiscal & Budget Director, DAS
Brian Dranzik, Interim Director, Department of Transportation
Scott Manske, Comptroller
Vince Masterson, Strategic Asset Coordinator, DAS
Chris Lindberg, CIO, IMSD
Laurie Panella, Deputy CIO, IMSD
Pamela Bryant, Capital Finance Manager, Comptroller's Office
Justin Rodriguez, Capital Finance Analyst, Comptroller's Office
Gregory High, Director, AE&ES-FM-DAS

(ITEM *) A resolution to authorize the attached Five Year Capital Improvements Program for the Department of Milwaukee Public Museum to be recommended to the Capital Improvement Committee (CIC):

A RESOLUTION

WHEREAS, the 2013 Adopted Capital Improvements Budget includes the creation of a Capital Improvements Committee (CIC); and

WHEREAS, ordinance 36.04 was also approved in 2013, which codified the creation, composition, duties, reports, and staffing of the CIC; and

WHEREAS, the purpose of the CIC is to develop a Five Year Program for the entire County and establish criteria on how each capital project will be evaluated; and

WHEREAS, the ordinance also requires Departments to submit Five Year Programs to their respective standing committees, which will then forward their recommendations to the CIC; and

WHEREAS, The Department of Milwaukee Public Museum has evaluated its anticipated maintenance and facility needs; and

WHEREAS, the attached Five Year Program includes the department's outstanding capital needs, listed in priority order; now, therefore,

BE IT RESOLVED, the attached Five Year Program (Exhibit A) is recommended to the CIC.

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Attachment A (Five Year Program Spreadsheets)

Department Name 2014		Milwaukee Public Museum	Attachment	5 Year Plan	L. Bannister	
Rank	Project Number	Project Name	Total Cost	Reimbursement Revenue	County Financing	Project Description/Annual Operating Impact
1	WM01601	Museum Facade Repair (North Side Only)	\$841,063			
2	WM01501	Museum Exterior Window Replacement (North Side Only)	\$618,090			
3	WM563	Security/Fire/Life Safety Systems	\$209,109			
4	WM02301	Replace Steam Converter Reducing Station and Install Condensate Heat Exchanger (MPM Basement)	\$119,400			
5	WM01001	MPM Elevator and Escalator Modernization (Escalator Safety Equipment)	\$123,625			
6	WM00901	MPM Roof Replacement Project Continuation	\$459,620			
Total			\$2,370,907	\$0	\$0	

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Department Name 2015		Milwaukee Public Museum	Attachment	5 Year Plan	L. Bannister	
Rank	Project Number	Project Name	Total Cost	Reimbursement Revenue	County Financing	Project Description/Annual Operating Impact
1	WM01001	MPM Elevator and Escalator Modernization (Main Freight Elevator)	\$861,628			
1	WM01601	Museum Facade Repair (East Exterior)	\$449,957			
2	WM01501	Museum Exterior Window Replacement (East Exterior)	\$580,474			
3	Not Assigned	Chilled Water Upgrades, Install 4, VFD on Riser Pumps	\$108,000			
4	WM019	Piazza/Prkg Garage Roof Waterproofing and Trench Drain	\$458,089			
Total			\$2,458,148	\$0	\$0	

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Department Name 2016		Milwaukee Public Museum	Attachment	5 Year Plan	L. Bannister	
Rank	Project Number	Project Name	Total Cost	Reimbursement Revenue	County Financing	Project Description/Annual Operating Impact
1	WM01601	Museum Facade Repair (West and Remainder of Exterior)	\$449,956			
2	WM01501	Museum Exterior Window Replacement (West and Remainder of Exterior)	\$580,474			
3	WM00301	Electrical Substation Distribution System Replacement	\$2,604,796			
Total			\$3,635,226	\$0	\$0	

Department Name 2017		Milwaukee Public Museum	Attachment	5 Year Plan	L. Bannister	
Rank	Project Number	Project Name	Total Cost	Reimbursement Revenue	County Financing	Project Description/Annual Operating Impact
1	WM01001	MPM Elevator and Escalator Modernization (2 Passenger Elevators)	\$1,507,847			
2	WM01001	MPM Elevator and Escalator Modernization (Gift Shop Freight)	\$365,255			
3	WM01001	MPM Elevator and Escalator Modernization (Green House Freight)	\$290,800			
4	WM2101	Upgrade AHU all Building level Controls to Direct Digital Controls (DDC)	\$561,000			
Total			\$2,724,902	\$0	\$0	

Department Name 2018		Milwaukee Public Museum	Attachment	5 Year Plan	L. Bannister	
Rank	Project Number	Project Name	Total Cost	Reimbursement Revenue	County Financing	Project Description/Annual Operating Impact
1	WM01001	MPM Elevator and Escalator Modernization (6 Escalators)	\$4,177,524			
3	WM02001	VAV Upgrade AHU 403, AHU 405, and AHU 601	\$2,837,760			
4	WM02201	Replace North Wing Ground Floor AHU AHU 403, AHU 405, and AHU 601	\$330,000			
5	Not Assigned	Pioneer Courtyard waterproofing membrane and asphalt, required over Kilbourn Tunnel	\$350,000			
6	Not Assigned	Major Structural Fault of Expansion Joint located along Student Lunchroom South wall running East to West, Major Repair and Source of continuous deterioration to structure	\$1,000,000			
7	Not Assigned	MPM IS Server Room, Infrastructure upgrade to Room structure, Electrical and HVAC to meet current codes	\$275,000			
8	Not Assigned	Greenhouse Roof Structure upgrade to Framing, Glazing, Mechanicals, Electrical and Floor	\$350,000			
9	Not Assigned	Pan Museum Fire Suppression and Separations not covered	\$3,500,000			
10	Not Assigned	MPM Roof Replacement Additional Project Areas, Dome Theater and Atrium; including flashing and glazing	\$400,000			
Total			\$13,220,284	\$0	\$0	

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MILWAUKEE COUNTY FISCAL NOTE FORM

DATE: 2/18/13

Original Fiscal Note

Substitute Fiscal Note

SUBJECT: Submission of the Milwaukee County Department, Milwaukee Public Museum 5 Year (2014 – 2018) Capital Improvement Program

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		
	Revenue		
	Net Cost		
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. Milwaukee County Ordinance 36.04 requires all Departments to submit 5 Year Capital Improvement Program requests to their respective standing committee. The standing committee shall then submit the Program along with its recommendations to the Capital Improvements Committee (CIC).

This fiscal note is for initial submission of the Milwaukee County Department of Transportation's 5 Year (2014 – 2018) Capital Improvement Program.
 - B. There are no direct costs or savings associated with the 5 Yr. Capital Improvement Program at this time as this item is only proposed for initial policymaker consideration. Any formal appropriation related to this 5 Year Program would occur in the future as part of the 2014 Capital Budget process.
 - C. There are no budgetary costs or savings associated with the 5 Yr. Capital Improvement Program at this time as this item is only proposed for initial policymaker consideration. Any formal appropriation related to this 5 Year Program would occur in the future as part of the 2014 Capital Budget process.
 - D. The projects included in the 5 Year Program are estimated based upon information that is currently available. The projects proposed and the final projects adopted as part of the 2014 Capital Budget process may vary. Refer to Items B and C for additional assumptions regarding formal appropriation of the projects proposed.

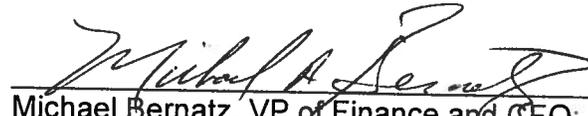
¹ If it is assumed that there is no fiscal impact associated with the requested action, then an explanatory statement that justifies that conclusion shall be provided. If precise impacts cannot be calculated, then an estimate or range should be provided.

² Community Business Development Partners' review is required on all professional service and public work construction contracts.

Department/Prepared By


Larry N. Bannister, Director of Facilities Operations; MPM Inc.

Authorized Signature


Michael Bernatz, VP of Finance and CFO; MPM Inc.

Did DAS-Fiscal Staff Review?

Yes

No

Did CBDP Review?²

Yes

No

Not Required

County of Milwaukee
INTEROFFICE MEMO

Referred

DATE: February 8th, 2013
TO: Supervisor Dimitrijevic, County Board Chairwoman
FROM: Dick Hecht, Vice President/Operations, Marcus Center
SUBJECT: **Capital Improvement Committee Process**

FEB 25 2013

**County Board
Chair**

Issue

Milwaukee County Ordinance 36.04 requires all Departments to submit five-year capital improvement program (Program) requests to their respective standing committees. Standing committees shall then submit Programs along with recommendations to the newly created Capital Improvements Committee (CIC).

Background

The purpose of the CIC is to develop a Program for the entire County and establish criteria on how each capital project will be evaluated. The ordinance also requires Departments to submit Programs to their respective standing committees, which will then forward their recommendations to the CIC.

Request

The Marcus Center has evaluated its anticipated maintenance and facility needs. The attached includes the Department's outstanding capital needs, listed in priority order.

See Attached



Dick Hecht
Vice President/Operations, Marcus Center

Cc: Chris Abele, County Executive
Amber Moreen, Chief of Staff, County Executive's Office
Kelly Bablitch, Chief of Staff, County Board
Michael Mayo, Sr., Chair, Transportation, Public Works, and Transit Committee

Willie Johnson, Jr., Co-Chair, Finance Personnel, and Audit Committee
David Cullen, Co-Chair, Finance Personnel, and Audit Committee
TBD, Chair, Capital Improvements Committee
TBD, CEX Appointee #1, Capital Improvements Committee
TBD, CEX Appointee #2, Capital Improvements Committee
Craig Kammholz, Fiscal & Budget Director, DAS
Brian Dranzik, Interim Director, Department of Transportation
Scott Manske, Comptroller
Vince Masterson, Strategic Asset Coordinator, DAS
Chris Lindberg, CIO, IMSD
Laurie Panella, Deputy CIO, IMSD
Pamela Bryant, Capital Finance Manager, Comptroller's Office
Justin Rodriguez, Capital Finance Analyst, Comptroller's Office
Gregory High, Director, AE&ES-FM-DAS

(ITEM *) A resolution to authorize the attached Five Year Capital Improvements Program for the Marcus Center to be recommended to the Capital Improvement Committee (CIC):

A RESOLUTION

WHEREAS, the 2013 Adopted Capital Improvements Budget includes the creation of a Capital Improvements Committee (CIC); and

WHEREAS, ordinance 36.04 was also approved in 2013, which codified the creation, composition, duties, reports, and staffing of the CIC; and

WHEREAS, the purpose of the CIC is to develop a Five Year Program for the entire County and establish criteria on how each capital project will be evaluated; and

WHEREAS, the ordinance also requires Departments to submit Five Year Programs to their respective standing committees, which will then forward their recommendations to the CIC; and

WHEREAS, The Marcus Center has evaluated its anticipated maintenance and facility needs; and

WHEREAS, the attached Five Year Program includes the department's outstanding capital needs, listed in priority order; now, therefore,

BE IT RESOLVED, the attached Five Year Program (Exhibit A) is recommended to the CIC.

MILWAUKEE COUNTY FISCAL NOTE FORM

DATE: 2/8/13

Original Fiscal Note

Substitute Fiscal Note

SUBJECT: Submission of the Marcus Center for the Performing Arts 5 Year (2014 – 2018) Capital Improvement Program

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 |
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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	\$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. Milwaukee County Ordinance 36.04 requires all Departments to submit 5 Year Capital Improvement Program requests to their respective standing committee. The standing committee shall then submit the Program along with its recommendations to the Capital Improvements Committee (CIC).

This fiscal note is for initial submission of the Milwaukee County Department of Transportation's 5 Year (2014 – 2018) Capital Improvement Program.

- B. There are no direct costs or savings associated with the 5 Yr. Capital Improvement Program at this time as this item is only proposed for initial policymaker consideration. Any formal appropriation related to this 5 Year Program would occur in the future as part of the 2014 Capital Budget process.
- C. There are no budgetary costs or savings associated with the 5 Yr. Capital Improvement Program at this time as this item is only proposed for initial policymaker consideration. Any formal appropriation related to this 5 Year Program would occur in the future as part of the 2014 Capital Budget process.
- D. The projects included in the 5 Year Program are estimated based upon information that is currently available. The projects proposed and the final projects adopted as part of the 2014 Capital Budget process may vary. Refer to Items B and C for additional assumptions regarding formal appropriation of the projects proposed.

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.

² Community Business Development Partners' review is required on all professional service and public work construction contracts.

Department/Prepared By Marcus Center / Dick Hecht

Authorized Signature *Dick Hecht*

Did DAS-Fiscal Staff Review? Yes No

Did CBDP Review?² Yes No Not Required

County of Milwaukee
INTEROFFICE MEMO

DATE: February 18, 2013

TO: Supervisor Dimitrijevic, County Board Chairwoman

FROM: Maria Costello, Director, Department of Charles Allis / Villa Terrace Art Museums

SUBJECT: **Capital Improvement Committee Process**

Issue

Milwaukee County Ordinance 36.04 requires all Departments to submit five-year capital improvement program (Program) requests to their respective standing committees. Standing committees shall then submit Programs along with recommendations to the newly created Capital Improvements Committee (CIC).

Background

The purpose of the CIC is to develop a Program for the entire County and establish criteria on how each capital project will be evaluated. The ordinance also requires Departments to submit Programs to their respective standing committees, which will then forward their recommendations to the CIC.

Request

The Department of Charles Allis / Villa Terrace Art Museums has evaluated its anticipated maintenance and facility needs. The attached includes the Department's outstanding capital needs, listed in priority order.

- 1) ***Replacement of Boiler at the Charles Allis Museum – see additional information on heating/cooling savings enclosed. This is a priority since one of three boilers stopped working winter 2012/2013***
- 2) ***Charles Allis Exterior Façade Repair including window and door replacement (as originally requested in the 2008 – 2012 5-year capital budget***
- 3) ***Charles Allis roof and drain repair as requested in the 5-year 2008 – 2012 capital budget***
- 4) ***Villa Terrace window and door replacement/repair/storm windows as there are currently no storms and causes additional costs in heating and cooling of facility***
- 5) ***Villa Terrace drain pipe repair***
- 6) ***Villa Terrace driveway repair or replacement***



Maria B. Costello

Director, Department of Charles Allis / Villa Terrace Art Museums

Cc: Chris Abele, County Executive
Amber Moreen, Chief of Staff, County Executive's Office
Kelly Bablitch, Chief of Staff, County Board
Michael Mayo, Sr., Chair, Transportation, Public Works, and Transit Committee
Willie Johnson, Jr., Co-Chair, Finance Personnel, and Audit Committee
David Cullen, Co-Chair, Finance Personnel, and Audit Committee
TBD, Chair, Capital Improvements Committee
TBD, CEX Appointee #1, Capital Improvements Committee
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Craig Kammholz, Fiscal & Budget Director, DAS
Brian Dranzik, Interim Director, Department of Transportation
Scott Manske, Comptroller
Vince Masterson, Strategic Asset Coordinator, DAS
Chris Lindberg, CIO, IMSD
Laurie Panella, Deputy CIO, IMSD
Pamela Bryant, Capital Finance Manager, Comptroller's Office
Justin Rodriguez, Capital Finance Analyst, Comptroller's Office
Gregory High, Director, AE&ES-FM-DAS

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(ITEM *) A resolution to authorize the attached Five Year Capital Improvements Program for the Department of Charles Allis / Villa Terrace Art Museums to be recommended to the Capital Improvement Committee (CIC):

A RESOLUTION

WHEREAS, the 2013 Adopted Capital Improvements Budget includes the creation of a Capital Improvements Committee (CIC); and

WHEREAS, ordinance 36.04 was also approved in 2013, which codified the creation, composition, duties, reports, and staffing of the CIC; and

WHEREAS, the purpose of the CIC is to develop a Five Year Program for the entire County and establish criteria on how each capital project will be evaluated; and

WHEREAS, the ordinance also requires Departments to submit Five Year Programs to their respective standing committees, which will then forward their recommendations to the CIC; and

WHEREAS, The Department of Charles Allis / Villa Terrace Art Museums has evaluated its anticipated maintenance and facility needs; and

WHEREAS, the attached Five Year Program includes the department's outstanding capital needs, listed in priority order; now, therefore,

BE IT RESOLVED, the attached Five Year Program (Exhibit A) is recommended to the CIC.

MILWAUKEE COUNTY FISCAL NOTE FORM

DATE: 2/27/13

Original Fiscal Note

Substitute Fiscal Note

SUBJECT: Submission of the Charles Allis / Villa Terrace Art Museums 5 Year (2014 – 2018) Capital Improvement Budget

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.

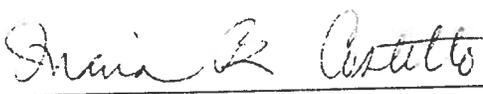
	Expenditure or Revenue Category	Current Year	Subsequent Year
Operating Budget	Expenditure		
	Revenue		
	Net Cost		
Capital Improvement Budget	Expenditure	0	0
	Revenue	0	0
	Net Cost	0	0

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.

Department/Prepared By Charles Allis / Villa Terrace Art Museums – Maria B. Costello

Authorized Signature 

Did DAS-Fiscal Staff Review? Yes No

Did CBDP Review?² Yes No xNot Required

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.
² Community Business Development Partners' review is required on all professional service and public work construction contracts.

PARKS

CHARLES ALLIS
ART MUSEUM
1801 N. Prospect Ave., Milwaukee, WI 53202
Phone: 414•278•8295 Fax: 414•278•0335



VILLA TERRACE
DECORATIVE ART MUSEUM
2220 N. Terrace Ave., Milwaukee, WI 53202
Phone: 414•271•3656 Fax: 414•271•3986

Referred
FEB 25 2013

www.cavtmuseums.org

County Board
Chair

February 18, 2013

Chairwoman Marina Dimitrijevic
Milwaukee County Courthouse
901 North 9th Street, RM 201
Milwaukee, WI 53233

Dear Chairwoman Dimitrijevic and Supervisors,

I have included our 5-year Capital Improvement requests and wanted to send some additional information to you concerning projects we have undertaken at our own expense the last few years.

In 2011 we raised funds to replace the patio at the Charles Allis, which we considered a danger to the public. We widened the patio by 10', which would also allow us to hold larger events (and increase our revenue). We chose a stamped concrete, which should last much longer than the original blue stone slate. At the same time the contractor offered us a price break to replace our circle drive entrance on Royall.

This was a major bonus for the museum since it meant we could widen the drive and add a handicap ramp. Doing this meant we no longer had to have the sidewalk from the public walk on Prospect Ave into the Great Hall shoveled, saving us money and wear and tear on the patio. Previously, it was the only way in for anyone wheelchair bound or anyone who could not handle steps.

Many people have commented on the ease of now being able to be dropped off in the circle drive and access the building from the front door.

Last spring we replaced the terrace at Villa Terrace. The Friends of Villa Terrace raised \$20,000 towards this project and the initial bids came in around the low \$30,000's. Once the original brick was torn off, it was apparent that the bladder lining needed replacing and some additional structural items needed attention. The cost then went to just over \$62,000 and the museum paid over \$40,000 to have the work completed.

As you can see, we are not coming to the county on a regular basis with our hands out asking for help. We understand the financial constraints of the county and moved forward on these projects. I believe the CAVT board and staff have been good stewards for these museums. We continue to look at ways to repair and maintain the buildings in the most economical and efficient ways possible. There are major items we need to keep these buildings lasting another 100+ years.

I have added a boiler for the Allis to our capital improvement list. We have "milked" one of the three boilers and it finally gave out this winter. We are working on two boilers and living with temps in the mid 50's to low 60's in the historic part of the mansion. Not ideal, but doable.

And the driveway at the Villa needs attention. It has some very low spots that hold water when it rains and ice when winter hits. So you'll see these two items added to my "wish list".

Funny, I found a copy of the 2008 - 2012 5-year plan and of the four items requested, one was completed (WO50401 - Charles Allis wiring replacement). So I have added the remaining three items to my list. It makes complete sense that if the façade is being fixed at the Allis, the windows and doors should be repaired/replaced and the roof and drainpipes be considered.

Sincerely,

A handwritten signature in cursive script that reads "Maria B. Costello". The signature is written in black ink and is positioned above the printed name and title.

Maria Costello
Executive Director

April 4, 2012

TO: Maria Costello
Charles Allis Museum
1630 E. Royall Place
Milwaukee, WI 53202

FROM: James Maletta
RE: RECOMMENDATIONS FROM THE ENERGY ASSESSMENT

The following memo is a summary of findings and recommendations resulting from the 4.5 hour energy audit of the museum which was conducted on March 28, 2012. There are a number of significant improvements which can be made to improve the energy efficiency of the museum complex. These improvements are expected, if fully implemented, to significantly reduce the annual operating costs of this facility by reducing energy expenditures for natural gas and electricity. Given the condition of some of the equipment and building components, the recommended measures will also reduce annual repair and maintenance costs. Most of these improvements will have substantial up-front investments costs, but they will prove to be financially beneficial over the long term. Most of them will pay for themselves in 10 years or less.

HVAC SYSTEMS

The primary heating system for this facility is a steam boiler rated for 1,820,000 Btu input. The system dates to about 1983 and it is definitely well past its prime. It is a tandem system (2 boilers working as one) with one half of the system being non-functional. This system provides heat for the basement, 1st and 2nd floors of the main mansion. It is substantially over-sized for the area which it is heating. There is also a hot water boiler which provides heat for the 3rd floor of the mansion which houses the administrative offices and some storage space. This system is of the same age as the main boiler. It is rated for 350,000 Btu input. This is also substantially over-sized for the space it is heating.

Given the age, condition and low efficiency levels of this equipment, I would recommend having the steam boiler upgraded to a smaller capacity system of at least 81% AFUE and I would recommend upgrading the hot water boiler to a 90%+ AFUE sealed combustion system. The energy savings from these upgrades is estimated to save the museum \$2,289.00 per year or \$22,890.00 over 10 years assuming stable natural gas prices.

In addition to the boiler upgrades, it is recommended that the older pneumatic temperature controls be upgraded to digital programmable thermostats. This will allow for more precise control of temperatures in different parts of the building allowing for the possibility of about 3% additional savings.

The great hall and the entry foyer are heated by three 92% AFUE high efficiency furnaces. Because of

their high level of efficiency, there will be little additional energy savings to be gained from upgrading them, but it is important to note that they were all manufactured in the mid 1990s. They are estimated to be about 16 years old. Normal life expectancy for this type of heating system is 18-20 years. Plans should be made for the near future replacement of these units.

There are a total of 6 air conditioning units installed to cool the facilities. All the accessible systems date from 2006 and 2007 and they have efficiency levels of 10 SEER. These systems have a typical life expectancy of 18-20 years, so the need to replace them is not anticipated in the near term. When the time does come, I would recommend installation of units with 17 SEER ratings or higher given the unfortunate trend of regular annual increases in electricity rates we have been experiencing.

INSULATION

Improvement of the insulation in the shell of the buildings is another area where significant energy can be saved for both heating and cooling. The great hall and adjacent areas are of newer construction and they are better insulated. Some improvement could be made, but the savings would definitely be a long-term investment and would not be worth considering at this time. The exterior walls of the main mansion building are solid masonry on all three floors and these cannot be insulated. The third floor level which houses the administrative offices could definitely benefit from insulation improvements.

- A. Flat ceilings of the 3rd floor should be drilled from the interior and blown with either cellulose or Johns Mansville spider fiberglass insulation to the maximum capacity of the framing cavities. This will save about \$340.00 per year in energy.
- B. Sloped ceilings of the 3rd floor should be dense-packed with either cellulose insulation or the Spider fiberglass insulation. Most of these cavities can be accessed from the small eave attic spaces around the perimeter of the 3rd floor. Some interior drilling will be needed. This will save a minimum of \$123.00 per year.
- C. The kneewalls which separate the eave attic spaces from the third floor rooms should be insulated with a layer of R13 fiberglass batt insulation in the wall cavities and an additional layer of R13 running horizontally across the walls. The insulation should be covered with house-wrap stapled to the framing to cover the insulation. Some of these attic spaces have accesses, but most of them will require the insulators to cut temporary accesses into them to do the work. This improvement will have about \$243.00 per year in energy.

In total, the insulation of the third floor will save an estimated \$706.00 per year in energy.

LIGHTING

Electricity usage totals about \$10,661.00 of the annual operating budget of the facility and it is actually more expensive than the natural gas which totals \$7,780.00 per year. Electricity used for lighting represents a significant portion of the total electrical use in a facility of this type. In surveying the lighting throughout the facility, not one energy efficient bulb was found, so there is clearly some significant energy savings to be had in upgrading the lighting.

In the area of energy efficient lighting there are two choices in bulbs available. Compact Florescent Lights (CFL) use ¼ the electricity of incandescent bulbs for the equivalent lumen light output. These bulbs come in a variety of shapes and sizes to fit all types of fixtures. Most CFLs can be installed in place of incandescent bulbs without having to replace the fixtures. The better quality CFLs will last 5 years. Beginning an immediate maintenance campaign to replace burnt out lights with CFLs will reduce power consumption and maintenance costs for bulb replacement over time.

The second option is to upgrade the lighting to LED bulbs. LEDs have been around a while but they are certainly newer to the market and the prices are still somewhat high (prices range from \$29 to \$79 per bulb). These bulbs are available in a wide variety of sizes spaces and even different colors. They generally use less power than CFLs. The price is somewhat offset by the longevity of the bulbs. The typical incandescent bulb will last 750 to 1000 hours. An LED bulb can last 35,000 hours. This would represent 13-15 years of typical use.

Assuming an average of 7 hours of use per day, switching the exterior lighting of the facility to LED bulbs could save about \$439.00 per year in electricity or \$5,707.00 over 13 years. The upgrade would cost about \$2,870.00 to implement.

Upgrading all the lighting on the 3rd floor to appropriate sizes and types of LED bulbs could cost \$2,891.00 to implement with \$504.00 per year in savings.

Upgrading the remainder of the facility lighting to LEDs could cost about \$14,076.00 with additional savings of \$586.00 per year or \$7,618.00 over 13 years. The simple reason why this portion is not as cost effective is that there are a large number of small candelabra bulbs in sconce lights on the first and second floors which will be quite expensive to replace.

There are other factors to consider. The cost of replacing regular light bulbs over the same 13 year period is estimated at \$8,925.00. There is also the hidden maintenance cost of replacing thousands of light bulbs. All in all, the numbers would seem to indicate that it would be worthwhile to begin upgrading lighting to LEDs starting with the exterior and the 3rd floor offices.

OTHER AREAS FOR SAVINGS

There are two older refrigerators in the basement of the hall. Upgrading these 2 pad-locked units to Energy Star certified models of the same capacity would save about \$130.00 per year in electricity.

There are a total of 17 windows on the older sections of the facility which are missing storm windows.

Wood trim is in need of painting and caulking and some cracked and split wood frames could benefit from at least being repaired with injected epoxy wood filler. These improvements will reduce air infiltration through the windows and contribute to energy efficiency. There is a large section of stained glass windows (9 totals) on the north side of the mansion which have no storm windows. These are fixed position windows. I would recommend the installation of 3/8 inch Lexan storm windows to cover these works of art. This is recommended for 2 reasons: the storm windows will provide additional energy savings and the Lexan in that thickness is bullet resistant and will provide a significant protection of the stained glass from vandalism or damage from severe weather. There are 7 fixed position windows to the west of the public entry which could also benefit from the installation of custom made fixed position storm windows. The wood trim of all of these windows will need painting prior to installing the storms.

Older double-hung windows tend to have significant air leakage through the pulleys. To reduce this air leakage, I would recommend the installation of **pulley seals** over the pulleys. Pulley seals are small gasketed plastic covers which can be screwed over the pulleys. They allow the sash chain to pass through them while eliminating most of the air leakage. These seals are available in dark brown and white, so they can blend natural wood work or white painted wood work. There are 59 double-hung windows with pulleys. This improvement could eliminate about 470 CFM of air leakage with an energy savings of about \$150.00 per year.

I hope these recommendations will be of help to you in planning for a more energy efficient future for the Charles Allis Museum. Please feel free to call me or e mail if you have any questions or need any additional data.



DILLETT MECHANICAL SERVICE
21625 DORAL ROAD
WAUKESHA, WI 53186
BUS. (262) 650-0770
FAX (262) 650-0880

AIR CONDITIONING • HEATING • SHEETMETAL • REFRIGERATION • PLUMBING

May 31, 2012

Ms. Maria Costello
Charles Allis Art Museum
1801 N Prospect Ave
Milwaukee, WI 53202

Dear Maria,

Dillett Mechanical Service, Inc. proposes the following for the replacement of the steam and hot water boilers at your facility:

Scope of Work:

- Demo and remove from site both of the existing boilers – one being steam and the other is hot water
- Set in place (2) two new 400,000 BTU NTI LX400 Trinity, high efficiency, condensing boilers (94% efficiency rating)
- Supply and install (1) one 100,000 BTU hot water coil in the ductwork serving the main floor air handling unit (currently a cooling only machine)
- Pipe the new boilers into the existing hot water system
- Supply and install the hot water supply/return loop piping for the new coil at the air handler
- Supply and install (3) three new circulating pumps (two for the boiler primary loop and one for the new main floor loop)
- Supply and install the vent and intake piping for the (2) two new boilers
- Line voltage wiring is included
- Piping insulation included (450' approximately)
- System flush included
- Gas piping to the new boilers
- Controls with unit equipped reset and lead/lag included
- Permits included
- Fill and start
- One year of service included

The above for the net sum of:
Eighty-One Thousand, Nine Hundred Dollars.....\$81,900.00

Note: We specifically exclude any asbestos abatement.

Thank you for the opportunity to be of service. If you have any questions, please feel free to contact me at (262)717-0770 or on my cell phone at (414)232-3053.

Sincerely,
Dillett Mechanical Service, Inc

Accepted Purchaser:

Glenn O Hudson
Sheet Metal Department Manager

By: 

Cc: Tom Dillett
Service Manager



DILLETT MECHANICAL SERVICE
21625 DORAL ROAD
WAUKESHA, WI 53186
BUS. (262) 650-0770
FAX (262) 650-0880

AIR CONDITIONING • HEATING • SHEETMETAL • REFRIGERATION • PLUMBING

September 14, 2012

Subject: Charles Allis Art Museum

It is Dillett Mechanical Service Inc.'s professional opinion that the Weil Mclain steam boiler serving the Charles Allis Art Museum is at the end of its useful life. The vessel has begun to leak steam and condensate from two of the rear cast iron sections and is dripping on the burner section. This in turn is hampering the gas and air mixture to the boiler.

Because of the designed purpose of the boiler; having leaks in these critical sections presents a serious safety issue that we cannot ignore.

Therefore, due to the above situation, we cannot perform a proper start up on this boiler and certify it safe for the upcoming season operation.

Thank you for the opportunity to be of service if you have and questions or concerns, please feel free to contact me on my cell at 414-331-6409 or the office at 262-650-0770

Sincerely,
Dillett Mechanical Service, Inc.

Tom Dillett

Tom Dillett
Service Manager

	Weather Normalized Electric Consumption	Weather Normalized Gas Consumption MMBTu	Therm
May-11	5,600	480	480
Jun-11	6,480	0	0
Jul-11	10,080	0	0
Aug-11	8,640	0	0
Sep-11	6,400	0	0
Oct-11	5,440	438,000	438
Nov-11	6,000	751,000	751
Dec-11	6,480	1,941,000	1,941
Jan-12	6,480	1,941,000	1,941
Feb-12	6,480	1,941,000	1,941
Mar-12	6,080	1,127,000	1,127
Apr-12	6,240	717,000	717
	80,400		9,336

estimated

estimated

Actual Electric Consumption	Actual Gas Consumption
5,600	480
6,480	0
10,080	0
8,640	0
6,400	0
5,440	438
6,000	751
6,480	1,941
6,480	1,941
6,480	1,941
6,080	1,127
6,240	717
80,400	9,336

Peak kW from Utility D:

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County of Milwaukee
INTEROFFICE MEMO

Parker
19
Referred

FEB 25 2013

County Board
Chair

DATE: February 12, 2013
TO: Supervisor Dimitrijevic, County Board Chairwoman
FROM: David J. Drent, Executive Director, War Memorial Center
SUBJECT: **Capital Improvement Committee Process**

Issue

Milwaukee County Ordinance 36.04 requires all Departments to submit five-year capital improvement program (Program) requests to their respective standing committees. Standing committees shall then submit Programs along with recommendations to the newly created Capital Improvements Committee (CIC).

Background

The purpose of the CIC is to develop a Program for the entire County and establish criteria on how each capital project will be evaluated. The ordinance also requires Departments to submit Programs to their respective standing committees, which will then forward their recommendations to the CIC.

Request

The War Memorial Center has evaluated its anticipated maintenance and facility needs. The attached includes the Department's outstanding capital needs, listed in priority order.

The submitted 5 year plan addresses capital needs for the War Memorial Campus which includes the Milwaukee Art Museum. This plan is consistent with previous joint WMC / MAM submissions.



David J. Drent
Executive Director, War Memorial Center

Cc: Chris Abele, County Executive
Amber Moreen, Chief of Staff, County Executive's Office
Kelly Bablitch, Chief of Staff, County Board
Michael Mayo, Sr., Chair, Transportation, Public Works, and Transit Committee

Willie Johnson, Jr., Co-Chair, Finance Personnel, and Audit Committee
David Cullen, Co-Chair, Finance Personnel, and Audit Committee
Gerry Broderick, Chair, Park Energy and Environment
TBD, Chair, Capital Improvements Committee
TBD, CEX Appointee #1, Capital Improvements Committee
TBD, CEX Appointee #2, Capital Improvements Committee
Craig Kammholz, Fiscal & Budget Director, DAS
Brian Dranzik, Interim Director, Department of Transportation
Scott Manske, Comptroller
Vince Masterson, Strategic Asset Coordinator, DAS
Chris Lindberg, CIO, IMSD
Laurie Panella, Deputy CIO, IMSD
Pamela Bryant, Capital Finance Manager, Comptroller's Office
Justin Rodriguez, Capital Finance Analyst, Comptroller's Office
Gregory High, Director, AE&ES-FM-DAS

(ITEM *) A resolution to authorize the attached Five Year Capital Improvements Program for the War Memorial Center to be recommended to the Capital Improvement Committee (CIC):

A RESOLUTION

WHEREAS, the 2013 Adopted Capital Improvements Budget includes the creation of a Capital Improvements Committee (CIC); and

WHEREAS, ordinance 36.04 was also approved in 2013, which codified the creation, composition, duties, reports, and staffing of the CIC; and

WHEREAS, the purpose of the CIC is to develop a Five Year Program for the entire County and establish criteria on how each capital project will be evaluated; and

WHEREAS, the ordinance also requires Departments to submit Five Year Programs to their respective standing committees, which will then forward their recommendations to the CIC; and

WHEREAS, The War Memorial Center has evaluated its anticipated maintenance and facility needs; and

WHEREAS, the attached Five Year Program includes the department's outstanding capital needs, listed in priority order; now, therefore,

BE IT RESOLVED, the attached Five Year Program (Exhibit A) is recommended to the CIC.

MILWAUKEE COUNTY FISCAL NOTE FORM

DATE: 2/8/13

Original Fiscal Note

Substitute Fiscal Note

SUBJECT: Submission of the War Memorial Center 5 Year (2014 – 2018) Capital Improvement Program

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		
	Revenue		
	Net Cost		
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. Milwaukee County Ordinance 36.04 requires all Departments to submit 5 Year Capital Improvement Program requests to their respective standing committee. The standing committee shall then submit the Program along with its recommendations to the Capital Improvements Committee (CIC).

This fiscal note is for initial submission of the War Memorial Center's 5 Year (2014 – 2018) Capital Improvement Program.

- B. There are no direct costs or savings associated with the 5 Yr. Capital Improvement Program at this time as this item is only proposed for initial policymaker consideration. Any formal appropriation related to this 5 Year Program would occur in the future as part of the 2014 Capital Budget process.
- C. There are no budgetary costs or savings associated with the 5 Yr. Capital Improvement Program at this time as this item is only proposed for initial policymaker consideration. Any formal appropriation related to this 5 Year Program would occur in the future as part of the 2014 Capital Budget process.
- D. The projects included in the 5 Year Program are estimated based upon information that is currently available. The projects proposed and the final projects adopted as part of the 2014 Capital Budget process may vary. Refer to Items B and C for additional assumptions regarding formal appropriation of the projects proposed.

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.

² Community Business Development Partners' review is required on all professional service and public work construction contracts.

Department/Prepared By War Memorial Center / David J. Drent

Authorized Signature 

Did DAS-Fiscal Staff Review? Yes No

Did CBDP Review?² Yes No Not Required

County of Milwaukee
INTEROFFICE MEMO

PAK 20

Referred

DATE: February 12, 2013

FEB 25 2013

TO: Supervisor Dimitrijevic, County Board Chairwoman

County Board
Chair

FROM: Scott Muir Stroh III, Director, Milwaukee County Historical Society

SUBJECT: **Capital Improvement Committee Process**

Issue

Milwaukee County Ordinance 36.04 requires all Departments to submit five-year capital improvement program (Program) requests to their respective standing committees. Standing committees shall then submit Programs along with recommendations to the newly created Capital Improvements Committee (CIC).

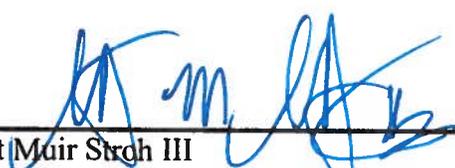
Background

The purpose of the CIC is to develop a Program for the entire County and establish criteria on how each capital project will be evaluated. The ordinance also requires Departments to submit Programs to their respective standing committees, which will then forward their recommendations to the CIC.

Request

The Milwaukee County Historical Society has evaluated its anticipated maintenance and facility needs. The attached includes the Department's outstanding capital needs, listed in priority order.

1. Milwaukee County Historical Center, Exterior Cornice Restoration
2. Milwaukee County Historical Center, Exterior Window Frame Restoration Planning and Design
3. Milwaukee County Historical Center, Exterior Window Frame Renovation
4. Trimborn Farm, Repair and Restoration Initiative, Bunkhouse Restoration
5. Kilbourntown House, Repair and Restoration Initiative, Plaster, Siding, Masonry and Door Repair
6. Trimborn Farm, Repair and Restoration Initiative, Fence



Scott Muir Stroh III
Director, Milwaukee County Historical Society

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

Kelly Bablitch, Chief of Staff, County Board
Michael Mayo, Sr., Chair, Transportation, Public Works, and Transit Committee
Willie Johnson, Jr., Co-Chair, Finance Personnel, and Audit Committee
David Cullen, Co-Chair, Finance Personnel, and Audit Committee
TBD, Chair, Capital Improvements Committee
TBD, CEX Appointee #1, Capital Improvements Committee
TBD, CEX Appointee #2, Capital Improvements Committee
Craig Kammholz, Fiscal & Budget Director, DAS
Brian Dranzik, Interim Director, Department of Transportation
Scott Manske, Comptroller
Vince Masterson, Strategic Asset Coordinator, DAS
Chris Lindberg, CIO, IMSD
Laurie Panella, Deputy CIO, IMSD
Pamela Bryant, Capital Finance Manager, Comptroller's Office
Justin Rodriguez, Capital Finance Analyst, Comptroller's Office
Gregory High, Director, AE&ES-FM-DAS

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4 (ITEM *) A resolution to authorize the attached Five Year Capital Improvements
5 Program for the Milwaukee County Historical Society to be recommended to the Capital
6 Improvement Committee (CIC):
7

8 **A RESOLUTION**
9

10 WHEREAS, the 2013 Adopted Capital Improvements Budget includes the
11 creation of a Capital Improvements Committee (CIC); and
12

13 WHEREAS, ordinance 36.04 was also approved in 2013, which codified the
14 creation, composition, duties, reports, and staffing of the CIC; and
15

16 WHEREAS, the purpose of the CIC is to develop a Five Year Program for the
17 entire County and establish criteria on how each capital project will be evaluated; and
18

19 WHEREAS, the ordinance also requires Departments to submit Five Year
20 Programs to their respective standing committees, which will then forward their
21 recommendations to the CIC; and
22

23 WHEREAS, The Milwaukee County Historical Society has evaluated its
24 anticipated maintenance and facility needs; and
25

26 WHEREAS, the attached Five Year Program includes the department's
27 outstanding capital needs, listed in priority order; now, therefore,
28

29 BE IT RESOLVED, the attached Five Year Program (Exhibit A) is recommended
30 to the CIC.
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MILWAUKEE COUNTY FISCAL NOTE FORM

DATE: 2/12/13

Original Fiscal Note

Substitute Fiscal Note

SUBJECT: Submission of the Milwaukee County Historical Society's 5 Year (2014 – 2018) Capital Improvement Program

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		
	Revenue		
	Net Cost		
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.

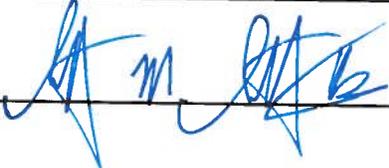
- A. Briefly describe the nature of the action that is being requested or proposed, and the new or changed conditions that would occur if the request or proposal were adopted.
- B. State the direct costs, savings or anticipated revenues associated with the requested or proposed action in the current 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. Milwaukee County Ordinance 36.04 requires all Departments to submit 5 Year Capital Improvement Program requests to their respective standing committee. The standing committee shall then submit the Program along with its recommendations to the Capital Improvements Committee (CIC).
This fiscal note is for initial submission of the Milwaukee County Department of Transportation's 5 Year (2014 – 2018) Capital Improvement Program.
- B. There are no direct costs or savings associated with the 5 Yr. Capital Improvement Program at this time as this item is only proposed for initial policymaker consideration. Any formal appropriation related to this 5 Year Program would occur in the future as part of the 2014 Capital Budget process.
- C. There are no budgetary costs or savings associated with the 5 Yr. Capital Improvement Program at this time as this item is only proposed for initial policymaker consideration. Any formal appropriation related to this 5 Year Program would occur in the future as part of the 2014 Capital Budget process.
- D. The projects included in the 5 Year Program are estimated based upon information that is currently available. The projects proposed and the final projects adopted as part of the 2014 Capital Budget process may vary. Refer to Items B and C for additional assumptions regarding formal appropriation of the projects proposed.

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.

² Community Business Development Partners' review is required on all professional service and public work construction contracts.

Department/Prepared By Scott Muir Stroh III, Executive Director

Authorized Signature 

Did DAS-Fiscal Staff Review? Yes No

Did CDBP Review?² Yes No Not Required



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

DATE: February 18, 2013

TO: Chairwoman Marina Dimitrijevic, Milwaukee County Board of Supervisors

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

SUBJECT: **Capital Improvement Committee Process**

Policy

Milwaukee County Ordinance 36.04 requires all Departments to submit five-year capital improvement program (Program) requests to their respective standing committees. Standing committees shall then submit Programs along with recommendations to the newly created Capital Improvements Committee (CIC).

Background

The purpose of the CIC is to develop a Program for the entire County and establish criteria on how each capital project will be evaluated. The ordinance also requires Departments to submit Programs to their respective standing committees, which will then forward their recommendations to the CIC.

The Department of Parks, Recreation and Culture (DPRC) has evaluated its anticipated maintenance and facility needs. The attached includes the Department's outstanding capital needs, listed in priority order.

The DPRC has organized its 5-year capital plan in asset categories to ensure a comprehensive approach. Asset categories include:

- Baseball fields
- Basketball courts
- Beaches
- Bleachers
- Buildings
- Golf courses
- Infrastructure replacement
- Internal park roads
- Lagoons
- Marinas and boat launches
- Multiuse trails
- Outdoor lighting
- Park walks
- Parking lots
- Parkway roads
- Pedestrian bridges
- Playgrounds
- Restrooms
- Sanitary sewers
- Security and fire protection
- Softball fields
- Storm sewers
- Stream banks
- Swimming pools
- Tennis courts

For each of the five (5) years, the DPRC has prioritized projects by evaluating criteria such as impact on public safety and health, condition ratings, revenue generation, and usage.

Request

The Department of Parks, Recreation and Culture has evaluated its anticipated maintenance and facility needs. The attached includes the Department’s outstanding capital needs, listed in priority order. Requested capital projects assume current operations.

Prepared by: Jill Organ, Interim Chief of Planning and Development

Recommended by:

Approved by:

Laura Schloesser, Chief of
Administration and External Affairs

James Keegan, Interim Parks
Director

Cc: Chris Abele, County Executive
Amber Moreen, Chief of Staff, County Executive’s Office
Kelly Bablitch, Chief of Staff, County Board
Michael Mayo, Sr., Chair, Transportation, Public Works, and Transit
Committee
Willie Johnson, Jr., Co-Chair, Finance Personnel, and Audit Committee
David Cullen, Co-Chair, Finance Personnel, and Audit Committee
Gerry Broderick, Chair, Parks, Energy and Environment Committee
TBD, Chair, Capital Improvements Committee
TBD, CEX Appointee #1, Capital Improvements Committee
TBD, CEX Appointee #2, Capital Improvements Committee
Craig Kammholz, Fiscal & Budget Director, DAS
Brian Dranzik, Interim Director, Department of Transportation
Scott Manske, Comptroller

Vince Masterson, Strategic Asset Coordinator, DAS

Chris Lindberg, CIO, IMSD

Laurie Panella, Deputy CIO, IMSD

Pamela Bryant, Capital Finance Manager, Comptroller's Office

Justin Rodriguez, Capital Finance Analyst, Comptroller's Office

Gregory High, Director, AE&ES-FM-DAS

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(ITEM *) A resolution to authorize the attached Five Year Capital Improvements Program for the Department of Parks, Recreation and Culture to be recommended to the Capital Improvement Committee (CIC):

A RESOLUTION

WHEREAS, the 2013 Adopted Capital Improvements Budget includes the creation of a Capital Improvements Committee (CIC); and

WHEREAS, ordinance 36.04 was also approved in 2013, which codified the creation, composition, duties, reports, and staffing of the CIC; and

WHEREAS, the purpose of the CIC is to develop a Five Year Program for the entire County and establish criteria on how each capital project will be evaluated; and

WHEREAS, the ordinance also requires Departments to submit Five Year Programs to their respective standing committees, which will then forward their recommendations to the CIC; and

WHEREAS, The Department of Parks, Recreation and Culture has evaluated its anticipated maintenance and facility needs; and

WHEREAS, the attached Five Year Program includes the department's outstanding capital needs, listed in priority order; now, therefore,

BE IT RESOLVED, the attached Five Year Program (Exhibit A) is recommended to the CIC.

ATTACHMENT A

Department of Parks, Recreation, and Culture 2014

Draft 2013-02-17

Rank	Project Number	Project Name	Total Cost	Reimbursement Revenue	County Financing	Project Description/Annual Operating Impact
1	WXXXX	Menomonee River Parkway Reconstruction	\$3,000,000		\$3,000,000	Phase 1 Construction: Pavement, Lighting, Storm Water BMPs
2		Kinnickinnic Pkwy - 76th to Cleveland	\$1,100,000		\$1,100,000	Pavement, Lighting, Storm Water BMPs
3		Greenfield Golf Course Irrigation	\$1,300,000		\$1,300,000	Phase 1 of 2 trail reconstruction - Sheridan and Grant
4		Lincoln Golf Course Irrigation & Pump House	\$1,350,000		\$1,350,000	New irrigation system to replace extremely leaky irrigation
5		Brown Deer Park Golf Parking Lot	\$590,000		\$590,000	Reconstruct parking lot, drop-off loop, and walkway behind clubhouse
6		Brown Deer Park Tennis Courts and Parking Lot	\$840,000		\$840,000	Replace pavement and equipment
7		Park Walkways	\$2,300,000		\$2,300,000	Reconstruct lowest rated walks
		Scout Lake Park				
		Oak Creek Parkway				
		Lindsay Park				
		King Park				
		King Park (Reconstruct 370' of asphalt trail)				
		King Park (Remove trail & restore in turf)				
		Jackson Park				
		Milwaukee River Parkway				
		McKinley Park				
		Dale Creek Parkway				
		Lincoln Park				
		Honey Creek Parkway				
		Lincoln Creek Parkway				
		Gordon Park				
		Grant Park				
		Madison Park				

		Lincoln Creek Parkway				
		Pulaski-Cudahy Park				
		Humboldt Park				
		Algonquin Park				
		Baran Park (Rem.trail & restore w/woodland)				
		Baran Park				
		Bay View Park				
		Grant Park				
		Holler Park				
8		South Lakefront Multi-use Trails	\$1,312,000	*	\$1,312,000	Phase 1 of 2
9		Milwaukee River Trail	\$350,000	*	\$350,000	
10		Replace Incandescents with HPS	\$220,000		\$220,000	Incandescent lamps are no longer available. Existing fixtures will be retrofitted for high pressure sodium (HPS) lamps.
11		Southside Beach Groomer	\$80,000	*	\$80,000	Tractor and Groomer
12		South Shore Boat Launch, Marina, Parking Lot and Beach Reconstruction	\$100,000	*	\$100,000	Phase 1 - Planning
13		Softball and Baseball Complexes - Wilson, West Milw, Kohl	\$150,000		\$150,000	Phase 1 - Planning
14		Kosciusko Pool Area Playground and Picnic Shelter Replacement	\$350,000		\$350,000	
15		Kosciusko Community Center HVAC	\$2,000,000		\$2,000,000	Replace HVAC System
16		Hales Corners Bathhouse Roof	\$250,000		\$250,000	Replace Roof, Gutters, Soffits, Fascia, Eaves, Protective Coatings, Windows
17		Oak Creek Pkwy Lighting System	\$250,000		\$250,000	RR Track to Chicago
18		Hoyt Park Suspension Bridge	\$200,000		\$200,000	Restoration of historic pedestrian bridge over Menominee River
19		Parkway and Turf Naturalization	\$50,000	*	\$50,000	
20		Zablocki Baseball Lighting	\$288,000		\$288,000	
21		Playground Resurfacing	\$110,000		\$110,000	

22	Smith Park Electrical Service Replacement	\$360,000	\$360,000	Replace Electrical Services at Wading Pool Building, Pavilion, and Service Building
23	Park Outdoor Lighting Survey	\$240,000	\$240,000	
24	Mitchell Domes Security and Fire Prot	\$70,000	\$70,000	
25	Grant Beach Lift Station Replacement	\$185,000	\$185,000	Replace lift station and force main
26	Greenfield Picnic Shelter Area 5	\$800,000	\$800,000	Replace picnic shelter/restroom
27	Wilson Recreation Center Road	\$323,000	\$323,000	Replace RecCenter service rd b/t main parking lot & 20th
28	Rose Basketball Court	\$228,000	\$228,000	Replace pavement and equipment
29	New Playground at Lincoln Park	\$250,000	\$250,000	N of Hampton Ave, W of Milw River
30	Swimming Pool Lift	\$20,000	\$20,000	To comply with ADA Access to swimming pools
31	Pulaski-Milw Pool Mechanical Room	\$215,000	\$215,000	Replace Filter and Recirculation Eq
32	Kozy Mechanical Bldg	\$50,000	\$50,000	Replace Roof
33	Hales Corners Rehab	\$185,000	\$185,000	Install PVC Membrane
34	Grobschmidt Mech Room	\$75,000	\$75,000	Rehab Recirculation Piping
35	Clarke Sq Playground	\$250,000	\$250,000	Replace with Class 3 Playground
36	Dretzka Golf Bridge at Hole 14	\$240,000	\$240,000	Replace Bridge
Total			\$19,681,000	

*** Potential Grant Funding**

Department of Parks, Recreation, and Culture
2015

Draft 2013-02-17

Rank	Project Number	Project Name	Total Cost	Reimbursement Revenue	County Financing	Project Description
1	WXXXX	Menomonee River Parkway Reconstruction	\$3,000,000		\$3,000,000	Phase 2 Construction Pavement, Lighting, Storm Water BMPs
2		Greenfield Golf Course Irrigation	\$1,300,000		\$1,300,000	Phase 2 Irrigation
3		South Lakefront Multi-use Trails	\$896,000	*	\$896,000	Phase 2 of 2 trail reconstruction - Cupertino and Warnimont
4		North Point Parking Lot	\$450,000		\$450,000	Parking lot reconstruction
5		Currie Park Service Yard Parking Lot	\$150,000		\$150,000	Parking lot reconstruction
6		Currie Park Clubhouse Parking Lot	\$500,000		\$500,000	Parking lot reconstruction
7		Park Walkways	\$1,000,000		\$1,000,000	Reconstruct lowest rated walks
		Kinnickinnic River Parkway				
		Kosciuszko Park				
		LaFollette Park				
		Lake Park				
		Lincoln Creek Parkway				
		Oak Creek Parkway				
8		LaFollette Playground	\$250,000		\$250,000	Replace Playground
9		South Shore Boat Launch, Marina, Parking Lot and Beach Reconstruction	\$200,000	*	\$200,000	Phase 2 - Design
10		Softball and Baseball Complexes - Wilson, West Milw, Kohl	\$200,000		\$200,000	Phase 2 - Design
11		Noyes Pool Stainless Steel Lockers	\$50,000		\$50,000	
12		Kozy Pool New PA	\$15,000		\$15,000	
13		Sherman Park Boys and Girls Club HVAC	\$2,000,000		\$2,000,000	Replace HVAC System
14		Warnimont Overlook to Lake	\$250,000	*	\$250,000	Overlook and soft trail

		Michigan				
15		Oakwood Park Lift Station	\$75,000		\$75,000	Upgrade and replace lift station and force main
16		Greenfield Picnic Shelter Area 3	\$800,000		\$800,000	Replace picnic shelter/restrooms
17		Grobschmidt Bathhouse Roof	\$125,000		\$125,000	Replace Roof, Gutters, Soffits, Fascia, Eaves, Protective Coatings, Windows
18		Honey Creek Pkwy Lighting System	\$500,000		\$500,000	Replace outdoor lighting system along Honey Creek Pkwy and in Jacobus Park
19		Parkway and Turf Naturalization	\$50,000	*	\$50,000	
20		Root River Outfalls	\$250,000		\$250,000	Inspect all outfalls to river. Rebuild park owned outfalls.
21		Jackson Park Electrical Service Replacement	\$360,000		\$360,000	Replace Electrical Services at Boathouse, Pool, Pavilion, and Ballfield
22		Dog Exercise Area Planning and Development	\$100,000		\$100,000	Use the Dog Exercise Area Plan to Develop new dog exercise area
23		McCarty Zirkel Field Lighting	\$288,000		\$288,000	Replace ball diamond lighting system
24		Kosciusko Community Center Security and Fire Prot	\$70,000		\$70,000	
25		Jackson Mech Room	\$300,000		\$300,000	Replace Filter and Recirculation Eq
26		Hales Corner Mech Room	\$90,000		\$90,000	Rehab Recirculation Piping
27		LaFollette Basketball and Tennis Courts	\$468,000		\$468,000	Replace pavement and equipment
28		Sports Field Fencing - Zablocki Harden Field and softball diamond	\$70,000		\$70,000	
29		Pulaski-Cudahy Playground	\$250,000		\$250,000	
30		Rainbow Playground	\$250,000		\$250,000	
31		Brown Deer Clubhouse Kitchen Remodel	\$390,000		\$390,000	
32		Bradford Beach Accessibility	\$50,000		\$50,000	ADA Accessibility
33		Dretzka Golf Bridge at Hole 18	\$260,000		\$260,000	Replace Bridge
34		Menomonee River Streambank Stabilization	\$500,000	*	\$500,000	
Total			\$15,507,000		\$15,507,000	

* Potential Grant Funding

Department of Parks, Recreation, and Culture
2016

Draft 2013-02-17

Rank	Project Number	Project Name	Total Cost	Reimbursement Revenue	County Financing	Project Description
1	WXXXX	VGB Swimming Pool Grate Replacement - exchange every five years	\$100,000		\$100,000	
2		Root River Parkway Reconstruction	\$600,000		\$600,000	W College Ave from parkway to S 92nd St
3		Oakwood Golf Course Cart Paths	\$1,200,000		\$1,200,000	Reconstruct Asphalt Cart Paths
4		Dineen Parking Lot b/t splash pad and service yard	\$300,000		\$300,000	Reconstruct Parking Lot
5		Dineen Parking Lot by lagoon pavilion	\$240,000		\$240,000	Reconstruct Parking Lot
6		Softball and Baseball Complexes - Wilson, West Milw, Kohl	\$2,000,000		\$2,000,000	Phase 3 - Construction of 1/2 of improvements
7		Park Walkways	\$1,000,000		\$1,000,000	Reconstruct lowest rated walks
		Smith Park			\$0	
		Washington Park			\$0	
		Zablocki Park			\$0	
		Pulaski Park			\$0	
		Rawson Park			\$0	
		King Park			\$0	
		Lincoln Park			\$0	
		Tiefenthaler Park			\$0	
		Humboldt Park			\$0	
		Grant Park			\$0	
		Holler Park			\$0	

		Johnsons Park			\$0	
		Copernicus Park			\$0	
8		Doctors Parking Lot at Dean Rd Extd	\$525,000		\$525,000	Parking lot reconstruction
9		Cool Waters Playground	\$175,000		\$175,000	Replace Playground
10		South Shore Boat Launch, Marina, Parking Lot and Beach Reconstruction	\$2,000,000	*	\$2,000,000	Phase 3 - Construction of 1/2 of improvements
11		Mitchell Airport Park Playground	\$250,000		\$250,000	Replace Playground
12		Manitoba Park Playground	\$250,000		\$250,000	Replace Playground
13		Cool Waters Waterslide Structure	\$100,000		\$100,000	Rehab tower, stairs, platform, and flumes
14		Washington Bandshell Lower Restroom Remodel	\$250,000		\$250,000	Remodel lower level bathrooms
15		Window Replacemnt	\$100,000		\$100,000	Replace deteriorated windows on buliding
16		Oak Creek Skate Lift Station	\$75,000		\$75,000	Upgrade and replace lift station and force main
17		Grant Service Yard Restroom Remodel	\$250,000		\$250,000	Remodel bathrooms
18		Plumbing Replacement	\$100,000		\$100,000	Replace leaking and deteriorated plumbing
19		Currie Golf Roadway Lighting & Sub Station	\$500,000		\$500,000	Replace outdoor lighting system and electrical substation
20		Currie Park Electrical Service Replacement	\$360,000		\$360,000	Replace Electrical Services at Clubhouse and Pumphouse
21		McCarty Park Electrical Service Replacement	\$430,000		\$430,000	Replace Electrical Services at Pool and Ballfield
22		Sheridan Park Electrical Service Replacement	\$240,000		\$240,000	Replace Electrical Services at Pool and Ballfield
20		Parkway and Turf Naturalization	\$150,000		\$150,000	
21		Honey Creek Outfalls	\$250,000		\$250,000	Inspect all outfalls to river. Rebuild park owned outfalls.
22		King Community Center Security and Fire Prot	\$70,000		\$70,000	
23		Ball Diamond Lighting System	\$500,000		\$500,000	Replace ball diamond lighting system. Location will depend on 2014/2015 planning for softball/baseball complex.
24		Wilson Mech Room	\$500,000		\$500,000	Converstin to HP Sand Filtration System
25		Flushing Channel Seawall Replacement	\$1,000,000		\$1,000,000	

26		Pulaski Tennis Courts	\$160,000		\$160,000	Replace pavement and equipment
27		Madison Basketball Courts	\$228,000		\$228,000	Replace pavement and equipment
28		Sports Field Fencing - Kuenn Field	\$70,000		\$70,000	
29		Sheridan Bathhouse Rehabilitation	\$1,000,000		\$1,000,000	Replace Roof, Gutters, Soffits, Fascia, Eaves, Protective Coatings, Windows
30		Grant Beach Accessibility	\$50,000		\$50,000	ADA Accessibility
31		Brown Deer Cross Country Trail Bridge	\$260,000		\$260,000	Replace Bridge
32		Greenfield Park Lagoon Shoreline Stabilization	\$500,000	*	\$500,000	
Total			\$15,783,000		\$15,783,000	

* Potential Grant Funding

Department of Parks, Recreation, and Culture
2017

Draft 2013-02-17

Rank	Project Number	Project Name	Total Cost	Reimbursement Revenue	County Financing	Project Description
1	WXXXX	Root River Parkway Reconstruction	\$1,100,000		\$1,100,000	W College Ave from parkway to S 92nd St
2		Softball and Baseball Complexes - Wilson, West Milw, Kohl	\$2,000,000		\$2,000,000	Phase 4 - Construction of 2nd half of improvements
3		South Shore Boat Launch, Marina, Parking Lot and Beach Reconstruction	\$2,000,000	*	\$2,000,000	Phase 4 - Construction of 2nd half of improvements
4		Dretzka Chalet Parking Lot	\$450,000		\$450,000	Reconstruct Parking Lot
5		KK Sports Segment of Multi-use trail	\$105,000	*	\$105,000	Replace Trail Segment
6		Milwaukee River/Lincoln Creek Branch Multi-use Trail	\$220,000	*	\$220,000	Replace Trail Segment
7		Park Walkways	\$1,000,000		\$1,000,000	Reconstruct lowest rated walks
		Washington Park				
		Humboldt Park				
		Jacobus Park				
		King Park				

		Kosciuszko Park				
		Lake Park				
		Rose Park				
		Smith Park				
		Tiefenthaler Park				
		Vogel Park				
		Schoenecker Park				
8		Kulwicki Park Playground	\$250,000		\$250,000	Replace Playground
9		Riverton Meadows Park Playground	\$250,000		\$250,000	Replace Playground
10		Little Menomonee River Multi-use Trail - Good Hope b/t 115th and 124th	\$115,000	*	\$115,000	Replace Trail Segment
11		Northwest Loop Multi-use Trail - southside of Bradley b/t 91st and 94th	\$75,000	*	\$75,000	Replace Trail Segment
12		Currie Golf Course Cart Paths	\$300,000		\$300,000	Reconstruct Asphalt Cart Paths
13		Root River - Greenfield Park New Berlin trail spur	\$70,000	*	\$70,000	Replace Trail Segment
14		McCarty Park Segement	\$120,000		\$120,000	Replace Trail Segment
15		Greenfield Park Electrical Service	\$240,000		\$240,000	Replace Electrical Service at Clubhouse and Service Buildings
16		Grant Park Electrical Service	\$240,000		\$240,000	Replace Electrical Service at Comfort Buildings 5 and 6 and Overnight Lodge
17		KK Pkwy Lighting System	\$450,000		\$450,000	Replace Outdoor Pkwy Lighting System
18		Park Maintenance Electrical Service	\$120,000		\$120,000	Replace Electrical Service at Park Maintenance Complex
19		Window Replacemnt	\$100,000		\$100,000	Replace deteriorated windows on bulilding
20		Plumbing Replacement	\$100,000		\$100,000	Replace leaking and deteriorated plumbing
21		Whitnall Golf Course 13th Green Reconstruction	\$250,000		\$250,000	
22		Mitchell Park Lift Station	\$75,000		\$75,000	Upgrade and replace lift station and force main
23		Warnimont Restroom Remodel	\$250,000		\$250,000	Remodel bathrooms
24		Zablocki Restroom Remodel	\$250,000		\$250,000	Remodel bathrooms
25		Flushing Channel Seawall Replacement	\$1,000,000	*	\$1,000,000	

26		Parkway and Turf Naturalization	\$150,000		\$150,000	
27		Oak Creek Outfalls	\$250,000		\$250,000	Inspect all outfalls to river. Rebuild park owned outfalls.
28		Hansen Clubhouse Security and Fire Prot	\$70,000		\$70,000	
29		Ball Diamond Lighting System	\$500,000		\$500,000	Replace ball diamond lighting system. Location will depend on 2014/2015 planning for softball/baseball complex.
30		Dog Exercise Area Planning and Development	\$100,000		\$100,000	Use the Dog Exercise Area Plan to Develop new dog exercise area
31		Wilson Swimming Pool Deck Slabs	\$100,000		\$100,000	Replace concrete slabs and drains
32		Hales Corners Swimming Pool Dressing Yards	\$90,000		\$90,000	Replace transite dressing yad panels with corrugated metal
33		Cool Waters Aquatic Center Runout Slide	\$120,000		\$120,000	Planning and Design for new attraction at Cool Waters
34		Holler Swimming Pool Rehabilitation	\$100,000		\$100,000	Install PVC Membrane
35		Dretzka Golf Course Drainage System	\$300,000		\$300,000	
36		Holler Basketball Courts	\$114,000		\$114,000	Replace pavement and equipment
37		Froemming Tennis Courts	\$160,000		\$160,000	Replace pavement and equipment
38		Sports Field Fencing - McCarty Zirkel Field	\$70,000		\$70,000	
39		Roof Replacement	\$150,000		\$150,000	Evaluate and replace Roof, Gutters, Soffits, Fascia, Eaves, Protective Coatings, Windows on lowest rated roof in system
40		McKinley Beach Accessibility	\$50,000		\$50,000	ADA Accessibility
41		Bridge Replacment	\$240,000		\$240,000	Replace lowest rated Bridge in system
42		Jackson Park Lagoon Shoreline Stabilization	\$500,000		\$500,000	Stabilize lagoon shoreline
43		Internal Park Roads	\$500,000		\$500,000	Replace lowest rated internal roads in system
44		Pavilion Replacement	\$500,000		\$500,000	Countywide pavilion replacement plan
Total			\$15,194,000	\$0	\$15,194,000	

* Potential Grant Funding

Department of Parks, Recreation, and Culture
2018

Draft 2013-02-17

Rank	Project Number	Project Name	Total Cost	Reimbursement Revenue	County Financing	Project Description
1	WXXXX	Kinnickinnic Parkway Reconstruction	\$1,100,000		\$1,100,000	Spur to 22nd & Oklahoma, 31st to 35th, and 43rd to 51st
2		Milwaukee River Parkway Design	\$120,000		\$120,000	Hampton to Silver Spring
3		Dretzka Golf Clubhouse Parking Lot	\$570,000		\$570,000	Reconstruct Parking Lot
4		Underwood Creek Multi-Use Trail b/t STH 100 and 115th St	\$230,000		\$230,000	Replace Trail Segment
5		Root River Multi-use trail b/t Rawson and 68th	\$300,000		\$300,000	Replace Trail Segment
6		Little Menomonee Multi-Use Trail b/t Silver Spring and Bobolink	\$160,000		\$160,000	Replace Trail Segment

7		Park Walkways	\$1,000,000		\$1,000,000	Reconstruct lowest rated walks
		Honeycreek Parkway			\$0	
		Juneau Park			\$0	
		Lincoln Park			\$0	
		McKinley Park			\$0	
		Oak Creek Parkway			\$0	
8		Carver Park Playground	\$300,000		\$300,000	Replace Playground
9		Dineen Park Playground	\$300,000		\$300,000	Replace Playground
10		Playground Resurfacing	\$110,000		\$110,000	
11		Whitnall Golf Course Tee Reconstruction #7, 11, 12, 15, 17	\$500,000		\$500,000	Reconstruct Tees
12		Warnimont 9 Hole Golf Irrigation	\$500,000		\$500,000	New Irrigation
13		Lincoln Park Electrical Service	\$120,000		\$120,000	Replace Electrical Service at Blatz Pavilion
14		Bradford Electrical Service	\$120,000		\$120,000	Replace Electrical Service at Beach house
15		Mitchell Park Electrical Service	\$120,000		\$120,000	Replace main breakers
16		Park Building Interior and Exterior Upgrades	\$200,000		\$200,000	Remodel/restore park building interior and exterior
17		Dretzka Park Lift Station	\$75,000		\$75,000	Upgrade and replace lift station and force main
18		King Community Center Restroom Remodel	\$250,000		\$250,000	Remodel bathrooms
19		Center Street Pavilion Restroom Remodel	\$250,000		\$250,000	Remodel bathrooms
20		Washington Bandshell Upper Restroom Remodel	\$250,000		\$250,000	Remodel bathrooms
21		Parkway and Turf Naturalization	\$150,000		\$150,000	
22		Kinnickinnic River Outfalls	\$250,000		\$250,000	Inspect all outfalls to river. Rebuild park owned outfalls.
23		Cool Waters Aquatic Center Security and Fire Prot	\$70,000		\$70,000	
24		Ball Diamond Lighting System	\$500,000		\$500,000	Replace ball diamond lighting system. Location will depend on 2014/2015 planning for softball/baseball complex.
25		Cool Waters Aquatic Center Runout Slide	\$1,100,000		\$1,100,000	Construction for new attraction at Cool Waters

26		Jackson Swimmng Pool Dressing Area Reconstruction	\$500,000		\$500,000	Reconstruct Outdoor Dressing Yards
27		Washington Swimmng Pool Dressing Area Reconstruction	\$500,000		\$500,000	Reconstruct Outdoor Dressing Yards
28		Sheridan Swimmng Pool Dressing Area Reconstruction	\$500,000		\$500,000	Reconstruct Outdoor Dressing Yards
29		Swimming Pool ADA Accessibility	\$20,000		\$20,000	Pool lift to comply with code
30		McCarty Tennis Courts	\$320,000		\$320,000	Replace pavement and equipment
31		Wahl Basketball Courts	\$228,000		\$228,000	Replace pavement and equipment
32		Sports Field Fencing	\$70,000		\$70,000	
33		Roof Replacement	\$450,000		\$450,000	Evaluate and replace Roof, Gutters, Soffits, Fascia, Eaves, Protective Coatings, Windows on lowest rated roof in system
34		Window Replacemnt	\$100,000		\$100,000	Replace deteriorated windows on bulilding
35		Plumbing Replacement	\$100,000		\$100,000	Replace leaking and deteriorated plumbing
36		Doctors Beach Accessibility	\$50,000		\$50,000	ADA Accessibility
37		Bridge Replacment	\$240,000		\$240,000	Replace lowest rated Bridge in system
38		Sheridan Park Lagoon Shoreline Stabilization	\$500,000		\$500,000	Stabilize lagoon shoreline
39		Internal Park Roads	\$500,000		\$500,000	Replace lowest rated internal roads in system
40		Pavilion Replacement	\$500,000		\$500,000	Countywide pavilion replacement plan
Total			\$13,223,000	\$0	\$13,223,000	

* Potential Grant Funding

MILWAUKEE COUNTY FISCAL NOTE FORM

DATE: February 18, 2013

Original Fiscal Note

Substitute Fiscal Note

SUBJECT: Submission of the Milwaukee County Department of Parks, Recreation and Culture 5 Year (2014 – 2018) Capital Improvement Program

FISCAL EFFECT:

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

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

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

DESCRIPTION OF FISCAL EFFECT

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

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

- A. Milwaukee County Ordinance 36.04 requires all Departments to submit 5 Year Capital Improvement Program requests to their respective standing committee. The standing committee shall then submit the Program along with its recommendations to the Capital Improvements Committee (CIC).

This fiscal note is for initial submission of the Milwaukee County Department of Parks, Recreation and Culture's 5 Year (2014 – 2018) Capital Improvement Program.

- B. There are no direct costs or savings associated with the 5 Yr. Capital Improvement Program at this time as this item is only proposed for initial policymaker consideration. Any formal appropriation related to this 5 Year Program would occur in the future as part of the 2014 Capital Budget process.
- C. There are no budgetary costs or savings associated with the 5 Yr. Capital Improvement Program at this time as this item is only proposed for initial policymaker consideration. Any formal appropriation related to this 5 Year Program would occur in the future as part of the 2014 Capital Budget process.
- D. The projects included in the 5 Year Program are estimated based upon information that is currently available. The projects proposed and the final projects adopted as part of the 2014 Capital Budget process may vary. Refer to Items B and C for additional assumptions regarding formal appropriation of the projects proposed.

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.

² Community Business Development Partners' review is required on all professional service and public work construction contracts.

Department/Prepared By Laura Schloesser/Parks, Recreation and Culture

Authorized Signature _____

Did DAS-Fiscal Staff Review? Yes No

Did CBDP Review?² Yes No Not Required

**County of Milwaukee
Interoffice Communication**

Date: February 26, 2013

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

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

Subject: Due Diligence Report for a Vendor Permit Agreement with ABC Estabrook, INC to operate a beer garden and optionally make improvements to the Comfort House at Estabrook Park.

Request

The Department of Parks, Recreation, and Culture (Parks) requests approval to enter into a ten-year agreement with ABC Estabrook, INC (ABC-E) to operate a beer garden at Estabrook Park (located at 4400 N. Estabrook Drive, Milwaukee, Wisconsin).

Background

In January 2012, Parks issued a Request for Proposals (RFP) for the operation of a beer garden concession at various Parks locations. In April 2012, Parks and the ABC-E agreed to a one-year Vendor Permit Agreement to operate a beer garden at the Estabrook Park Comfort House (Premises) which expired on December 31, 2012. Parks received \$80,768 in revenue from ABC-E in 2012¹. Due to the success of the concession, ABC-E seeks to enter into multi-year agreement to operate a beer garden in Estabrook Park and possibly make permanent improvements to County facilities. ABC Estabrook, INC is a private Wisconsin S-Corporation.

Review & Analysis

The Department of Administration - Fiscal Affairs (DAS), Corporation Counsel, Risk Management (Risk), and Community Business Development Partners (CBDP) have reviewed the draft proposal with ABC-E.

The initial term of the proposed agreement is for ten (10) years with a mutual option available for an additional five (5) years. ABC-E may terminate the agreement at any time with 180 days' notice to the County. The County may terminate the agreement if ABC-E fails to comply with any provision of the agreement, or if ABC-E fails to make significant capital improvements to the Premises during the initial three (3) years of the agreement.

Per the terms of the proposed agreement, the County will receive a commission of 20% of the gross revenue on alcoholic beverage sales and 10% of gross revenue on food and non-alcoholic beverage sales. This is the same commission paid to the County for the 2012 agreement. During the first contract year, ABC-E is responsible for a monthly

¹ Based on data from the Milwaukee County Fiscal Intranet for actual revenues (Functional Code VC21; Activity Code KRST; Revenue Source 4098; Agency 900, Fund 001)

payment to County of \$500 toward the cost of utilities. After the first contract year, the parties are to reevaluate the ABC-E's utility responsibilities based on the actual costs, but no change in reimbursement methodology is required. The concession is to be open daily from 11:00 a.m. to 10:00 p.m., weather permitting.

ABC-E is permitted to make improvements to the Estabrook Park Comfort House. These improvements are subject to approval by DAS-FM, Architecture and Engineering Section and Parks. While not part of the agreement, ABC-E indicates that it intends to address ADA accessibility, restroom upgrades, and food/beverage facilities improvements. Additionally, ABC-E must provide a letter of credit from a financial institution demonstrating to the satisfaction of the County that sufficient resources are available to complete the proposed improvements.

Per the terms of the proposed agreement, the County is responsible for major repairs to existing portions of the facilities while ABC-E is responsible for all repairs or replacements to any improvements ABC-E has caused to be installed or improved on the Premises.

Upon review of available information and changes made to the agreement based on consultation with Corporation Counsel, Risk, Parks, and CDBP staff, DAS recommends approval of the vendor permit agreement.

Note: Exhibit 1 includes a summary of the major agreement terms comparing the 2012 vendor permit agreement, and the proposed ten (10) year vendor permit agreement.



Craig Kammholz, Fiscal and Budget Administrator

cc: Chris Abele, County Executive
Supervisor Marina Dimitrijevic, Chair, County Board of Supervisors
Amber Moreen, Chief of Staff, County Executive's Office
Kelly Bablitch, Chief of Staff, County Board of Supervisors
Jim Keegan, Interim Director, Parks, Recreation and Culture
Don Tyler, Director, Department of Administrative Services
Jessica Janz-McKnight, Research Analyst, County Board
Stephen Cady, Fiscal and Budget Analyst, County Board
Suzanne Carter, Contracts Services Officer, Department of Parks, Recreation, & Culture

Exhibit 1

Below is a summary of major terms in both agreements:

	<u>2012 Agreement</u>	<u>Proposed Agreement</u>
Term:	One Year (Expired on 12/31/2012)	Ten (10) years, with a mutual option for five (5) additional years
Hours of Operation	11 a.m. to 9:00 p.m. No alcohol sales after 8:30 p.m.	11 a.m. to 10:00 p.m. No alcohol sales after 9:00 p.m.
Payment to County	20% of gross revenue on alcoholic beverage sales. 10% of gross revenue on food or non-alcoholic beverage sales	20% of gross revenue on alcoholic beverage sales. 10% of gross revenue on food or non-alcoholic beverage sales
Utilities:	Vendor pays the County \$250 per month of operation	Year 1: Vendor pays the County \$500 per month. After the first year, the parties shall reevaluate Vendor's Utility responsibilities based on actual Utility costs
Building improvements	No provision	Vendor may improve the premises subject to written County approval of specific plans. Improvements become County Property upon termination or expiry of agreement
Termination:	Either party may terminate the agreement at any time for any reason	Vendor may terminate the agreement at any time with 180 days' notice to the County. County may terminate the agreement if Vendor fails to comply with any provision in the agreement or fails to make significant improvements in first three years
Vendor Responsibility for Repairs / Maintenance:	Minor repairs including plumbing, electrical, lighting, door latches and locks, and windows	Majors repairs* to existing facilities if caused by negligence or willful misconduct of vendor or patrons; all repairs or replacement to any improvement the vendor has caused to be installed on the premises
County Responsibility for Repairs / Maintenance:	All items not listed above in "Vendor Responsibility for Repairs / Maintenance"	Major repairs* and maintenance to all structural components of the premises, except components which the vendor has caused to be installed or improved

*Major repairs are defined as any singular repairs or replacements whose cost is Five Hundred Dollars (\$500) or greater for each instance



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

Date: February 26, 2013

To: Chairwoman Marina Dimitrijevic, County Board of Supervisors

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

Subject: **Request to Enter into a Vendor Permit Agreement with ABC Estabrook, Inc. for Beer Garden Operations at Estabrook Park – ACTION**

POLICY

The Department of Parks, Recreation and Culture (DPRC) respectfully requests authorization to enter into a vendor permit agreement with ABC Estabrook, Inc. (ABC), to allow ABC to operate a beer garden in Estabrook Park.

BACKGROUND

In January 2012, the DPRC issued a Request for Proposal (RFP) for beer garden operations in Estabrook Park. ABC responded to the RFP, meeting all terms and conditions of the process, and a one-year vendor permit agreement was entered into on April 28, 2012. ABC completed several site enhancement projects during this initial term and the beer garden proved to be a resounding success, therefore; a long-term agreement is desired by both parties.

The term of this agreement is ten (10) years with, upon mutual agreement, one (1) additional five (5) year extension. ABC has agreed to renovate the existing pavilion and garden site to meet current ADA accessibility requirements and ensure customer service is as efficient and effective as possible.



ABC shall pay the DPRC twenty percent (20%) of gross revenue on all alcoholic beverages and ten percent (10%) of gross revenue on all food and non-alcoholic beverage sales. The beer garden will operate daily, weather permitting, from 11:00 a.m. – 10:00 p.m. and will not serve alcohol after 9:00 p.m.

RECOMMENDATION

The Interim Parks Director respectfully recommends that the department be authorized to enter into a vendor permit agreement with ABC Estabrook, Inc. for beer garden operations in Estabrook Park.

Prepared by: Laura Schloesser/Chief of Administration and 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. Gerry Broderick, Chair, Parks, Energy & Environment Committee
Supv. Jason Haas, Vice-Chair, Parks, Energy & Environment Committee
Daniel Laurila, Fiscal Mgt. Analyst, Admin & Fiscal Affairs/DAS
Janelle Jensen, Parks, Energy & Environment Committee Clerk
Jessica Janz-McKnight, Research Analyst, County Board



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

Date: February 26, 2013

To: Chairwoman Marina Dimitrijevic, County Board of Supervisors

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

Subject: **REVISED: Request to Enter into a Vendor Permit Agreement with ABC Estabrook, Inc. for Beer Garden Operations at Estabrook Park – ACTION**

POLICY

The Department of Parks, Recreation and Culture (DPRC) respectfully requests authorization to enter into a vendor permit agreement with ABC Estabrook, Inc. (ABC), to allow ABC to operate a beer garden in Estabrook Park.

BACKGROUND

In January 2012, the DPRC issued a Request for Proposal (RFP) for beer garden operations in Estabrook Park. ABC responded to the RFP, meeting all terms and conditions of the process, and a one-year vendor permit agreement was entered into on April 28, 2012. ABC completed several site enhancement projects during this initial term and the beer garden proved to be a resounding success, therefore; a long-term agreement is desired by both parties.

The term of this agreement is seven (7) years with, upon mutual agreement, two (2) additional three (3) year extensions. ABC has agreed to renovate the existing pavilion and garden site to meet current ADA accessibility requirements and ensure customer service is as efficient and effective as possible.



ABC shall pay the DPRC twenty percent (20%) of gross revenue on all alcoholic beverages and ten percent (10%) of gross revenue on all food and non-alcoholic beverage sales. The beer garden will operate daily, weather permitting, from 11:00 a.m. – 10:00 p.m. and will not serve alcohol after 9:00 p.m.

RECOMMENDATION

The Interim Parks Director respectfully recommends that the department be authorized to enter into a vendor permit agreement with ABC Estabrook, Inc. for beer garden operations in Estabrook Park.

Prepared by: Laura Schloesser/Chief of Administration and 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. Gerry Broderick, Chair, Parks, Energy & Environment Committee
Supv. Jason Haas, Vice-Chair, Parks, Energy & Environment Committee
Daniel Laurila, Fiscal Mgt. Analyst, Admin & Fiscal Affairs/DAS
Janelle Jensen, Parks, Energy & Environment Committee Clerk
Jessica Janz-McKnight, Research Analyst, County Board

(ITEM NO.) From the Director, Department of Parks, Recreation and Culture, requesting authorization to enter into a vendor permit agreement with ABC Estabrook, Inc. for the operation of a beer garden in Estabrook Park.

A RESOLUTION

WHEREAS, in January 2012 the Department of Parks, Recreation and Culture (DPRC) issued a Request for Proposal (RFP) for beer garden operations in Estabrook Park located at 4400 Estabrook Parkway; and

WHEREAS, ABC Estabrook, Inc. (ABC) responded to the RFP and, meeting all terms and conditions of the process, agreed to a one-year vendor permit agreement on April 28, 2012; and

WHEREAS, ABC completed several enhancements to the site; and

WHEREAS, the beer garden proved to be a resounding success, therefore; a long-term agreement was desired by both parties; and

WHEREAS, ABC has agreed to further renovate the pavilion and garden site to meet current ADA accessibility requirements and ensure customer service is as efficient and effective as possible; and

WHEREAS, the term of this agreement is ten (10) years with, upon mutual agreement, one (1) additional five (5) year extension; and

WHEREAS, the DPRC will receive twenty percent (20%) of gross revenue on all alcoholic beverages and ten percent (10%) of gross revenue on all food and non-alcoholic beverage sales; and,

WHEREAS, the beer garden will operate daily, weather permitting, from 11:00 a.m. – 10:00 p.m. and will not serve alcohol after 9:00 p.m.; and,

WHEREAS, upon termination or expiration of the vendor permit agreement, Milwaukee County shall acquire title to the improvements, alterations or additions to the premises; now, therefore,

BE IT RESOLVED, that the Milwaukee County Board of Supervisors hereby authorizes the Interim Parks Director to execute a vendor permit agreement with ABC Estabrook, Inc. to allow for the operation of a beer garden in Estabrook Park.

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(ITEM NO.) From the Director, Department of Parks, Recreation and Culture, requesting authorization to enter into a vendor permit agreement with ABC Estabrook, Inc. for the operation of a beer garden in Estabrook Park.

A RESOLUTION

WHEREAS, in January 2012 the Department of Parks, Recreation and Culture (DPRC) issued a Request for Proposal (RFP) for beer garden operations in Estabrook Park located at 4400 Estabrook Parkway; and

WHEREAS, ABC Estabrook, Inc. (ABC) responded to the RFP and, meeting all terms and conditions of the process, agreed to a one-year vendor permit agreement on April 28, 2012; and

WHEREAS, ABC completed several enhancements to the site; and

WHEREAS, the beer garden proved to be a resounding success, therefore; a long-term agreement was desired by both parties; and

WHEREAS, ABC has agreed to further renovate the pavilion and garden site to meet current ADA accessibility requirements and ensure customer service is as efficient and effective as possible; and

WHEREAS, the term of this agreement is seven (7) years with, upon mutual agreement, two (2) additional three (3) year extensions; and

WHEREAS, the DPRC will receive twenty percent (20%) of gross revenue on all alcoholic beverages and ten percent (10%) of gross revenue on all food and non-alcoholic beverage sales; and,

WHEREAS, the beer garden will operate daily, weather permitting, from 11:00 a.m. – 10:00 p.m. and will not serve alcohol after 9:00 p.m.; and,

WHEREAS, upon termination or expiration of the vendor permit agreement, Milwaukee County shall acquire title to the improvements, alterations or additions to the premises; now, therefore,

BE IT RESOLVED, that the Milwaukee County Board of Supervisors hereby authorizes the Interim Parks Director to execute a vendor permit agreement with ABC Estabrook, Inc. to allow for the operation of a beer garden in Estabrook Park.

MILWAUKEE COUNTY FISCAL NOTE FORM

DATE: February 26, 2013

Original Fiscal Note

Substitute Fiscal Note

SUBJECT: Vendor Permit Agreement Between the Department of Parks, Recreation and Culture and ABC Estabrook, Inc. for Beer Garden Operations in Estabrook Park.

FISCAL EFFECT:

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

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

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

DESCRIPTION OF FISCAL EFFECT

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

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

- A. Request to enter into a vendor permit agreement with ABC Estabrook, Inc. for the operation of a beer garden in Estabrook Park
- B. ABC will pay the DPRC 20% of gross revenue on all alcoholic beverages and 10% of gross revenue on all food and non-alcoholic beverages.
- C. No Impact
- D. None

Department/Prepared By Laura Schloesser/DPRC

Authorized Signature _____

Did DAS-Fiscal Staff Review? Yes No

Did CBDP Review?² Yes No Not Required

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.

VENDOR PERMIT AGREEMENT
BETWEEN
MILWAUKEE COUNTY DEPARTMENT OF PARKS, RECREATION AND CULTURE
AND
ABC ESTABROOK, INC

This Vendor Permit Agreement ("Agreement") is made and entered into effective _____, 2013 (the "Effective Date"), by and between the MILWAUKEE COUNTY DEPARTMENT OF PARKS, RECREATION AND CULTURE (the "County" or "Parks") and ABC ESTABROOK, INC (the "Vendor"), as represented by: Hans Weissgerber III, (414) 899-6222. Referenced together, the County and the Vendor are the "Parties" to this Agreement.

WITNESSETH:

WHEREAS, the County is the owner of Estabrook Park, located at 4400 Estabrook Parkway, in the City of Milwaukee, Milwaukee County, State of Wisconsin; and

WHEREAS, in January 2012 the County issued a Request for Proposals ("RFP") to provide beer garden concession services in Estabrook Park, and the Vendor submitted a written proposal response meeting all terms and conditions of the RFP process; and

WHEREAS, pursuant to the RFP, the Parties entered into that certain one-year Vendor Permit Agreement dated April 28, 2012, providing for Vendor's initial year of operation of the Estabrook Park beer garden; and

WHEREAS, the Parties wish to enter into a longer-term agreement governing the operation of the beer garden concession in Estabrook Park and the construction of certain renovations, additions and improvements to the building housing the beer garden concession; and

WHEREAS, the Milwaukee County Board of Supervisors, by virtue of adopting Resolution ___ on ___, 2013, has authorized the Interim Director of the Department of Parks, Recreation and Culture to enter into this agreement with the Vendor for and on behalf of Milwaukee County.

NOW THEREFORE, the Parties do herewith, in consideration of mutual promises and other good and valuable consideration, agree as follows:

PROVISIONS:

1. Permitted Use:

1.1 Food and Beverage Sales: Vendor is permitted to sell food and beverages, including alcoholic beverages served under a Class B tavern license, at the Comfort Station - Central in Estabrook Park (the "Premises"). The concession is a fair-weather operation scheduled to be open daily from 11:00 a.m. – 10:00 p.m., weather permitting. Vendor shall not dispense or distribute alcohol after 9:00 p.m. The times of operation may be modified upon the written approval of the Parks Director or his/her designee.

It is the responsibility of Vendor to manage the distribution of alcohol, and Vendor is solely responsible for any incidents involving alcohol sold by Vendor at the Premises. Vendor shall monitor the service of alcoholic beverages, make sure no one under the age of twenty-one (21) is drinking alcohol, and refuse service to people who appear to be intoxicated or using poor judgment in their drinking.

1.2 Special Events: All special events to be held on the Premises require the written permission of the County and Vendor shall obtain and pay for a Special Event Permit at the standard County fee in effect at the time of the Special Event. from all governmental authorities having jurisdiction over the Premises.

1.3 Improvements: In connection with this Agreement, the County hereby grants to Vendor and Vendor accepts from County permission to construct, to replace, to restore, and to improve the Premises, subject to all the terms and conditions herein, throughout the Term of the Agreement and for the sole purpose of operating a beer garden concession at the Premises.

1.4 Use of the Premises: The Parties agree that the Vendor accepts use of the Premises subject to all existing easements or restrictions on the Premises and surrounding area, and Vendor shall obtain any and all approvals necessary for its use as contemplated by this Agreement. County is not responsible for any required approvals, building permits or other required authorizations from regulatory agencies relating to Vendor's permitted uses, without limitation.

2. Term: This Agreement shall commence on the Effective Date and expire ten (10) years thereafter (the "Initial Term"). The Parties may, upon mutual written agreement, extend the Initial Term for one (1) additional five (5)-year term (such period, the "Renewal Term"). Vendor shall provide written notice to County of its desire to enter into the Renewal Term at least one (1) year prior to the expiration of the Initial Term. The Initial Term and any then-existing Renewal Term shall be referred to as the "Term" herein.
3. Payments for Utilities: For the initial Operating Year, Vendor shall pay to the County \$500 toward the cost of Utilities for each month in which the beer garden concession is operational. Amount for the first and last month's Utilities will be pro-rated based upon the number of days of operation. After the initial Operating Year, the Parties shall reevaluate Vendor's Utilities responsibilities based on actual Utilities costs billed to the County for the Premises during the initial Operating Year in light of Vendor's planned installation of a gas tank on the Premises. "Utilities" shall include sewer, water, and electric. "Operating Year" means the twelve (12) months starting on the Effective Date and every subsequent twelve (12)-month period during the Term. Any costs related to the installation, service, and maintenance of such utilities shall be the sole responsibility of the Vendor.
4. Alterations and Improvements:
 - 4.1 Prerequisites: This Agreement and the obligations of County and Vendor hereunder are contingent upon Vendor successfully meeting the Milwaukee County "Due Diligence" requirements (see attached, as Exhibit A). Vendor's plans to renovate, improve and alter the Premises hereunder are contingent upon Vendor obtaining an amount of not less than one hundred percent (100%) of the estimated cost of the

construction and renovation to the Premises. All costs associated the construction and renovation of the Premises, including disconnection and/or hookup of Utilities in conjunction with such construction or renovation, shall be the responsibility of the Vendor.

4.2 County Approval: Prior to the start of any construction or renovation of the Premises, including any subsequent alterations or renovations, Vendor shall submit detailed construction plans and specifications to the State Historical Preservation Office, County and to the Architecture and Engineering Section of the Milwaukee County Department of Administrative Services, together with the name of Vendor's proposed contractor(s), for review and approval. Submittals shall include, but not limited to, shop drawings containing product information and materials and products shall be approved by County. Vendor shall reimburse County for the cost of a Milwaukee County Project Manager (including salary and benefits) during the construction phases of the project, including any subsequent construction, alterations or improvements, in an amount not to exceed Two Hundred Fifty Dollars (\$250.00) per hour, or Seven Thousand Five Hundred Dollars (\$7,500) total for the project. All costs for the Milwaukee County Project Manager work provided over this amount shall be charged to the County's Parks, Recreation, and Cultural Department's operating budget. Conditions for approval shall include, but not be limited to provision that Vendor shall obtain and comply with, prior to commencing any alterations, additions and improvements, all necessary permits and licenses from the appropriate governmental authorities.

4.3 Construction Standards: All development and landscaping shall be completed in a first-class manner and consistent with the standards established for other work in Milwaukee County Parks. Any and all alterations, additions and improvements shall be made in compliance with all statutes, laws, ordinances, rules, and regulations of any governmental authority having jurisdiction over the Premises. Vendor shall also indemnify and hold County harmless from and against all statutory liens or claims of liens of any contractor, subcontractor, laborer or any other party which may arise in connection with any alteration, addition or improvement to the Premises undertaken by or on behalf of Vendor. Any structures, alterations, additions or improvements installed on the Premises by Vendor (including generic signage permanently affixed to the Premises) shall become the property County upon the expiration or termination of this Agreement. In no event shall Vendor make any alterations or additions to the Premises without the prior written consent of County, except in the event of an emergency, when such consent shall not be required, provided that notice shall be given as soon as reasonably possible thereafter. Routine instances of maintenance, painting, repair and like-kind replacement of materials needing repair or replacement do not constitute alterations or additions requiring such approval, providing they do not individually exceed Five Thousand Dollars (\$5000) in cost per year.

4.4 Builder's Risk: Vendor or its general contractor shall provide Builder's Risk insurance coverage on a completed value form insuring for special perils, with Milwaukee County as additional insured and loss payee on the insurance certificate. Coverage is during construction period and is intended to terminate when the work has been completed and the Premises are ready for occupancy. Prior to construction, Vendor shall supply the Parks Director with written evidence of Builder's Risk insurance. Vendor shall not commence construction activities without written approval from the Parks Director and his/her designee. The Parks Director shall provide a written response to the Vendor within

thirty (30) days of receiving written evidence of the Vendor's Builder's Risk insurance documents.

4.5 Construction Escrow: Vendor agrees to provide evidence satisfactory to the County that the total amount of funds necessary to construct the proposed renovations to the Premises are immediately available and dedicated to such purpose and documentation is in place to provide for the orderly disbursement of such funds during the course of construction to pay for all permits, material, labor, supplies, and any other miscellaneous items used or necessary for the construction of the renovations. Vendor shall deliver to County evidence reasonably acceptable to the County that the total amount of such funds are immediately available and dedicated for the above purpose prior to any construction activities taking place on the Premises. Any such evidence of the Vendor's financial capacity shall also include a letter from the Vendor's banking institution stating that the Vendor has secured a line of credit that is immediately available to Vendor for such purposes in an amount sufficient to cover 100% the costs thereof.

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

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

5. Parks Logo: Vendor is responsible for all marketing and advertising to promote its activities. Vendor shall acknowledge the Parks Department and include the Parks logo in all promotional materials, whether print or digital, directly related to its activities covered under this Agreement.
6. Payment: Vendor shall pay to Parks at the end of each Sales Period a commission of twenty percent (20%) of gross revenue on all alcoholic beverage sales and ten percent (10%) of gross revenue on all food and non-alcoholic beverage sales. "Sales Period" means a Monday to Sunday cycle of two (2) weeks or fourteen (14) days each; payment due fourteen (14) days after the end of a Sales Period.

Checks shall be made payable to the **Milwaukee County Treasurer** and mailed or delivered to: Milwaukee County Parks Department, Joe Mrozinski, 9480 Watertown Plank Rd., Wauwatosa, Wisconsin, 53226.

7. Sales Reports: Upon written demand by the County, Vendor agrees to compile and provide County with a detailed summary report of all sales activities, a financial reconciliation of all commissions owed and paid, and remit to County any additional amounts as may be required. Vendor shall submit such reports within ten (10) days of each written request by the County.
8. Rights Reserved to County: County reserves the right to award a contract with one (1) or more additional vendors to provide other concessionable items in other areas of the Park; provided, however, that County shall not contract with a third party to operate another beer garden in another area of the Park. County further reserves the right to operate its own concession area during any and all events held in its Parks.
9. Permits, Licenses, and Other Costs: Vendor shall procure, maintain, and pay the fees for all appropriate federal, state, and local licenses and permits required for its activities.
10. Compliance with Laws: Vendor shall, at Vendor's expense, promptly comply with all laws, rules, and regulations made by any governmental authority having jurisdiction over Vendor's use of the Premises pertaining to: (a) accessibility, ensuring that the Premises and environs are fully accessible pursuant to the American with Disabilities Act of 1990 and the Architectural Barriers Act of 1968 and such accessibility is approved by the Milwaukee County Office of Persons with Disabilities; and (b) Vendor's activities on the Premises.
11. County Approval of Items to be Sold: Vendor shall provide County with a list and pricing information for the products it intends to sell to the public for approval. The Parks Director or his/her designee maintains the right to prohibit the sale or rental of any item that he/she deems to be inappropriate or otherwise within the Milwaukee County Parks System. Vendor agrees to comply with the County's prohibitions including the sale of gum and glass bottles and to operate subject to the Milwaukee County Parks System's exclusive non-alcoholic beverage contract.
12. Amplified Music Restriction: Amplified music shall be limited to acoustic and vocal reinforcement to provide background music throughout the Premises and environs. Events or performances with concert style amplification must be approved in writing by the Parks Director or his/her designee. All amplified music approved by the Parks Director or his/her designee, as well as ambient music, shall comply with the appropriate City of Milwaukee and Milwaukee County noise ordinances.
13. Signage: All proposed banners, signage and advertising on or within the Premises, temporary or portable structures, must be pre-approved in writing by the Parks Director or his/her designee.
14. Cleaning of Public Restrooms: Vendor shall permit public access to the restrooms during all hours of operation and provide daily routine maintenance and cleaning of the public restrooms during Vendor's operations. Vendor shall also provide all restroom and cleaning supplies as needed.
15. Garbage: Vendor is responsible for maintaining the Premises, and surrounding areas in a state of cleanliness and repair to prevent injury to the public. Vendor is also responsible for the collection and disposal of all trash, litter and garbage associated with its activities.

Vendor may contract with a commercial waste service and, upon coordination with County, place a garbage container in a designated area of the parking lot.

16. Vendor's Obligations for Maintenance and Minor Repairs: Vendor shall maintain the Premises in good order, including interior and exterior cleaning and janitorial services to the Premises and any environs utilized by Vendor. Vendor shall be responsible for renovating and updating the Premises to ensure the facility is operating in a manner compliant with appropriate codes, laws, and regulations. Vendor shall make "minor repairs" to all plumbing, HVAC, electrical and lighting (including the replacement of light bulbs), door latches and locks, windows and plate glass/plastic, and signage, where such repairs or replacement are to the existing items in place within the Premises or to those installed by Vendor. "Minor repairs" are herein defined as any singular repair or replacement whose cost is less than Five Hundred Dollars (\$500) for each instance.
17. Vendor's Obligations for Major Repairs: Vendor shall maintain in good order and make "major repairs" to any plumbing, plumbing, HVAC, electrical and lighting, door latches and locks, windows and plate glass/plastic, signage, and structural elements whose repair or replacement are necessitated by the negligence or willful misconduct of Vendor, its employees, invited guests, or patrons. "Major repairs" are herein defined as any singular repair or replacement whose cost is Five Hundred Dollars (\$500) or greater for each instance. Vendor shall further make all repairs or replacement, whether "major" or "minor," to any equipment, trade fixture, signage, or structural component, including plumbing, HVAC, electrical lighting, doors, windows and plate glass/plastic, which it has provided or caused to be installed or improved upon the Premises. All repairs shall be done by licensed tradespersons, with oversight by the County's trades personnel. Vendor may contract with the County for repairs on a time and materials basis.
18. County's Obligations for Minor Repairs: County shall have no obligation to make minor repairs to the Premises. Obligations for minor repairs shall be as indicated in Sections 16 and 17.
19. County's Obligations for Major Repairs: County shall maintain in good order and provide for all major repairs to all structural components of the Premises, including the roof and roof systems (gutters and downspouts), foundation, exterior walls, interior structural walls, and all utility systems, including plumbing, HVAC, and electrical, except for such components which have been provided and installed by Vendor or as further provided for in Section 17 above. County shall also maintain and repair all parking areas, public sidewalks, and all utility systems, which serve the Premises as a whole, but are not part of the Premises.
20. Timeliness of Repairs: Each Party shall perform its obligations under Sections 16, 17, 18, and 19 hereunder promptly after learning of the need for such repairs, but in any event within thirty (30) days of the occurrence or notice provided by one Party to the other. If County fails to make such repairs within thirty (30) days after Vendor's notice (except when the repairs require more than thirty (30) days for performance and County commences the repair within thirty (30) days and diligently pursues the repair to completion), Vendor may, at its option, undertake such repairs and deduct the reasonable cost thereof from the monthly rentals or commissions next falling due. If Vendor fails to make such repairs for which it is obligated within thirty (30) days after County's notice, and such failure constitutes a health or safety hazard to the public, or has the potential to cause further damage to the Premises, then the County shall have

the right to make the repair with its own staff or contract with a third party to make the repair, and charge all reasonable costs associated with making the repair to Vendor (including salary and benefits if done with County's own staff).

21. Removal of Equipment and Supplies: Subject to Section 4.3, upon expiration or termination of this Agreement for any reason or no reason, Vendor shall remove, at its costs, all of its supplies, displays, and related items from the Premises within three (3) days of the expiration or termination date, and shall restore the Premises to its prior condition, satisfactory to the Parks Director or his/her designee. Damage caused to the Premises by any removal of personal property or improvements to the Premises will be repaired by the Vendor. If for any reason Vendor does not comply in a timely manner with its obligations under this paragraph (which shall mean completion within sixty (60) days unless otherwise authorized in writing by the Parks Director), then the County may make such repairs or remove, dispose of, or retain such property as the County sees fit. It is mutually agreed that the County may recover from the Vendor any and all reasonable costs, as determined by the County, related to this Section. The Vendor agrees to surrender the Premises in broom-clean condition, subject to ordinary wear and tear and casualty.

22. Disposal of Fats, Oils and Grease:

22.1 Prevention of FOG Build-up: Vendor shall keep leftover grease and food scraps from going down the drains. Fats, oils, and grease ("FOG") poured down drains can build up in pipes and sewers and cause sewage backups, which can lead to raw sewage overflows. Large amounts of FOG should be collected and stored in drums or barrels for recycling. Small amounts can be poured into a sealed container and thrown away. Vendor should scrape or wipe FOG from dishware and cookware and put it in the trash.

22.2 GCD Installation: Vendor shall have a grease control device ("GCD") meeting all applicable requirements of Wisconsin Administrative Code NR 113 and State of Wisconsin Department of Commerce 82.34 standards. The GCD shall be installed by a plumber licensed in the State of Wisconsin prior to the Vendor's occupancy of the Premises. The GCD shall be installed and connected so that it may be readily accessible for inspection, cleaning and removal of FOG at any time.

22.3 Maintenance: The GCD shall be maintained at the Vendor's sole expense. Maintenance shall include the complete removal of all contents, including floating material, wastewater and settled solids. The GCD shall be cleaned no less frequently than once every six (6) months. Grease interceptors shall be pumped out completely when the total accumulation of FOG, including floating solids and settled solids, reaches twenty-five percent (25%) of the overall liquid volume. Frequency of cleaning will depend upon the type of food prepared and how well grease is managed in the kitchen.

22.4 Waste Disposal: FOG removed from a grease interceptor shall be disposed of in a solid waste disposal system or by a certified grease hauler. FOG removed from a grease interceptor shall be disposed of at a facility permitted to receive such wastes. No FOG shall be returned, decanted or discharged to any grease interceptor or into any portion of any private or County sanitary sewer system or water treatment facility.

22.5 Posting of Signage: The Vendor shall post County signage provided to the Vendor regarding FOG disposal in a clear and prominent place in the kitchen at the Premises. County signage shall be posted above the sink at the Premises if such posting is possible and if such posting would not obscure the signage.

22.6 Inspection: County shall have the right of entry into the Premises at any time to make inspections, observation, measurements, sampling, testing, or records review of the GCD to ensure that the Vendor is in compliance with this Section 22. Operational changes, maintenance and repairs requested by the County shall be implemented by Vendor at Vendor's sole expense.

22.7 Record Keeping: Vendor shall retain and make available for County's inspection and request all records of all cleaning and/or maintenance pertaining to the GCD during the Term. Cleaning and/or maintenance records shall include, at a minimum: (a) the dates of cleaning/maintenance; (b) the names and business addresses of each company or person performing the cleaning/maintenance; (c) the volume of waste removed in each cleaning/maintenance; (d) information regarding each FOG disposal, including location of the waste disposal site and a copy of the original manifest from the hauler, if applicable; and (e) description of any repairs needed to the GCD, date repairs performed and name of repairer. The rights and obligations set forth under this provision shall survive the termination of the Agreement for a period of three (3) years.

23. Nondiscrimination, Affirmative Action and DBE Goals:

23.1 Generally: There shall be no discrimination against or segregation of any person, or group of persons, on account of gender, age, race, color, religion, creed, national origin or ancestry in the use of the Premises, and Vendor (or any person claiming under or through Vendor) shall not establish or permit any such practice or practices of discrimination or segregation with reference to the Premises.

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

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

23.4 Affirmative Action Plan: Vendor certifies that if it has fifty (50) or more employees, it has filed or will develop and submit a written Affirmative Action Plan. Current

Affirmative Action Plan, if required, must be filed with any of the following: The Office of Federal Contract Compliance Programs, the State of Wisconsin, or the Milwaukee County Department of Audit, City Campus, 9th Floor.

23.5 Non-Segregated Facilities: Vendor certifies that it does not and will not maintain or provide segregated facilities for its employees, and that it does not permit its employees to perform their services at any location under its control where segregated facilities are maintained.

23.6 Reporting Requirement: When applicable, Vendor certifies that it will comply with all reporting requirements and procedures established in Title 41 Code of Federal Regulations, Chapter 60.

23.7 Compliance: Vendor certifies that it is not currently in receipt of any outstanding letters of deficiencies, show cause, probable cause, or other such notification of noncompliance with EEO regulations.

23.8 Disadvantaged Business Enterprise Goals: Vendor shall use reasonable efforts to cause its contractors to establish Disadvantaged Business Enterprise ("DBE") participation goals, consistent with Milwaukee County DBE goals of twenty-five percent (25%) for construction and ten percent (10%) for goods and services, purchases and subcontracts, and to use good faith efforts to achieve those goals. The Milwaukee County Community Business Development Partners shall assist Vendor in soliciting potential DBE vendors for the improvements and monitor such goal attainment. Vendor's contact regarding DBE participation is: Interim Director, Nelson Soler, at (414) 289-4608.

24. Site Restoration: Both Vendor and County shall together participate in a pre-season and post-season inspection of the Premises, including the turf. Vendor shall be responsible for any actual documented physical damage to the Premises caused by Vendor, its employees, agents, representatives, and guests. Within five (5) days of the discovery of any such damage, the Premises shall be restored to the satisfaction of the Parks Director or his/her designee. If damage is not restored by the Vendor after five (5) days of the discovery and the County elects to restore such damage, then the County shall have the right to restore the damage with its own staff or contract with a private company to restore the damage, and charge all reasonable costs directly associated with performing the restoration work, to the Vendor (including salary and benefits if done with the County's own staff).
25. Security: Unarmed security personnel are permitted within the Premises for the purposes of checking identification and general observation. Vendor shall be solely responsible for and assume all risks related to the security of the Premises and use of security personnel.
26. Inspection by County: County shall at all reasonable times have the right to enter the Premises to inspect the condition thereof, and to improve or repair the Premises, and to make such repairs, alterations, improvements or additions as County may deem necessary or desirable; provided, however, such entry shall be done in such a manner that it does not unreasonably interfere with the conduct of Vendor's use of the Premises.
27. Interest: Unless waived by County Board of Supervisors, Vendor shall be responsible for payment of interest on amounts not remitted in accordance with this Agreement. The

rate of interest shall be the statutory rate in effect for delinquent County property taxes (one-percent (1%) per month or fraction of a month) as described in Wisconsin statutes section 74.47(1). The obligation for payment and calculation thereof shall commence upon the day following the due dates established herein.

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

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

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

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

29. Insurance: County assumes no responsibility for any loss or damage to Vendor's personal property while in use or stored at or on the Premises. Vendor shall maintain comprehensive liability, workers compensation and automobile liability insurance as required below. Vendor shall provide the County with evidence of said coverages in the following minimum amounts.

<u>Type of Coverage</u>	<u>Minimum Limits</u>
Commercial General Liability Bodily Injury and Property Damage	\$1,000,000 Per Occurrence

(incl. Personal Injury, Fire Legal, Contractual & Products/Completed Operations)	\$1,000,000 General Aggregate
Automobile Liability	
Bodily Injury & Property Damage	\$1,000,000 Per Accident
All Autos-Owned, non-owned and/or hired	
Uninsured Motorists	Per Wisconsin Requirements
Liquor Liability	\$1,000,000 Per Occurrence
Wisconsin Workers' Compensation or Proof of All States Coverage	Statutory, if applicable
Employers' Liability	\$100,000/\$500,000/\$100,000, if applicable

Milwaukee County will be named as an additional insured for General Liability and Automobile Liability. A waiver of subrogation for Workers Compensation by endorsement in favor of Milwaukee County shall be provided. Disclosure must be made of any non-standard or restrictive additional insured endorsement, and any use of non-standard or restrictive additional insured endorsement will not be acceptable. A certificate indicating the above coverages shall be submitted for review and approval by the County for the duration of this Agreement. Coverages shall be placed with an insurance company approved by the State of Wisconsin and rated "A" per Best's Key Rating Guide.

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

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

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

30.1 Environmental Indemnification. Vendor shall, to the fullest extent provided for under any environmental laws, rules and regulations, be responsible for any required repair, cleanup, remediation or detoxification arising out of any Hazardous Materials

brought onto or introduced into the Premises or surrounding areas by Vendor, or its agents. Vendor hereby agrees to indemnify, defend and hold County harmless from and against any and all liabilities, costs, expenses (including attorney fees), damages (including but not limited to clean-up, remediation or detoxification of) or any other losses caused by its introduction of any such Hazardous Materials into or onto the Premises and any Hazardous Materials brought onto or introduced into the Premises as described below.

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

31. Assignment and Subletting: Vendor may not assign this Agreement, in whole or in part, or sublease any part of the Premises without the prior written approval of the Parks Director or his/her designee.
32. Termination: County may terminate this Agreement if: (a) Vendor fails to comply with any provision in this Agreement, and such failure continues for forty-five (45) days after a written notice from County setting forth in reasonable detail the nature of such default; (b) Vendor ceases to do business as a going concern, ceases to pay its debts as they become due, or admits in writing that it is unable to pay its debts as they become due, or becomes subject to any proceeding under any federal or state bankruptcy law, or a custodian or trustee is appointed to take possession of, or an attachment, execution or other judicial seizure is made with respect to, substantially all of Vendor’s assets or Vendor’s interest in this Agreement; (c) in the event that Vendor fails to make significant capital improvements to the Premises pursuant to Section 4 during the initial three (3) Operating Years of the Term; or (d) in the event that the Milwaukee County Board of Supervisors, via official action and resolution, effects to close the Comfort Station – Central in the Park during the Term. If County terminates the Agreement within the initial five (2) Operating Years of the Term pursuant to Section (d) above, County agrees to buy out one hundred percent (100%) of Vendor’s documented capital expenditure investment pursuant to Section 4 in the Premises. In the event that County terminates the Agreement within the initial two (2) to five (5) Operating Years of the Term pursuant to Section (d) above, County agrees to buy out Vendor’s documented capital expenditure investment pursuant to Section 4 in the Premises during the Term on a straight-line depreciation over five (5) years. In addition, If County terminates the Agreement pursuant to Section (d) above, County shall relocate the beer garden concession to another Milwaukee County Parks location reasonably mutually acceptable to Vendor and County. No buy-out by the County shall include any investment Vendor has made in equipment. Vendor may terminate this Agreement at its sole and absolute discretion upon one hundred eighty (180) days’ prior notice to County, but such termination shall not trigger the buy-out provision above.
33. Partnership: Nothing contained in this Agreement shall constitute or be construed to create a partnership or joint venture between County or its successors or assigns and Vendor or its successors or assigns. This Agreement does not create the relationship of principal and agent.

34. Notices: All notices with respect to this Agreement shall be in writing, and e-mail shall constitute writing for the purposes of the foregoing. Except as otherwise expressly provided in this Agreement, a notice shall be deemed duly given and received upon delivery, if delivered by hand or after posting via US Mail, to the party addressed as follows:

To Vendor:
ABC Estabrook, INC
Attn: Hans Weissgerber III
1009 N. Old World Third St.
Milwaukee, WI 53203

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

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

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

Signature page follows

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

ABC Estabrook, INC

By: _____ Date: _____
Hans Weissgerber III

Milwaukee County Dept. of Parks, Recreation & Culture

By: _____ Date: _____
James Keegan, Interim Director

Approved as to form and independent status:

Reviewed by:

By: _____ Date: _____ By: _____ Date: _____
Corporation Counsel Risk Management

Approved as to Chapter 42 DBE provisions:

By: _____ Date: _____
Community Business
Development Partners

EXHIBIT A
MILWAUKEE COUNTY DUE DILIGENCE REQUIREMENTS

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

ORIG ISSUE DATE SECTION TITLE SECTION NO. 09-28-O 1

Due Diligence 7.92

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

- Letter of Full Disclosure and Cooperation
- Cash flow projections for the venture.
- Operating budget impact.
- Debt management responsibilities, schedules and procedures.
- Legal liability for all priorities.
- Financial reporting systems and controls.
- Right-to-audit provisions.
- Project feasibility studies and market analysis.
- Key factors for success/failure of the venture.
- Governance structure and procedures.
- Public policy impacts (e. g. Affirmative Action, Disadvantaged Business).
- Employee/labor relations impacts (including benefits).
- Environmental concerns.
- Tax consequences.
- Capital management (e. g. maintenance).
- Conflicts of interest/ethics.
- Performance measurements.
- Organization Chart and Mission Statement
- Name of Lending institution or Bank to determine single or combined reporting

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

EXHIBIT B
EQUAL OPPORTUNITY CERTIFICATE

[Attached.]

VENDOR PERMIT AGREEMENT
BETWEEN
MILWAUKEE COUNTY DEPARTMENT OF PARKS, RECREATION AND CULTURE
AND
ABC ESTABROOK, INC

This Vendor Permit Agreement ("Agreement") is made and entered into effective _____, 2013 (the "Effective Date"), by and between the MILWAUKEE COUNTY DEPARTMENT OF PARKS, RECREATION AND CULTURE (the "County" or "Parks") and ABC ESTABROOK, INC (the "Vendor"), as represented by: Hans Weissgerber III, (414) 899-6222. Referenced together, the County and the Vendor are the "Parties" to this Agreement.

WITNESSETH:

WHEREAS, the County is the owner of Estabrook Park, located at 4400 Estabrook Parkway, in the City of Milwaukee, Milwaukee County, State of Wisconsin; and

WHEREAS, in January 2012 the County issued a Request for Proposals ("RFP") to provide beer garden concession services in Estabrook Park, and the Vendor submitted a written proposal response meeting all terms and conditions of the RFP process; and

WHEREAS, pursuant to the RFP, the Parties entered into that certain one-year Vendor Permit Agreement dated April 28, 2012, providing for Vendor's initial year of operation of the Estabrook Park beer garden; and

WHEREAS, the Parties wish to enter into a longer-term agreement governing the operation of the beer garden concession in Estabrook Park and the construction of certain renovations, additions and improvements to the building housing the beer garden concession; and

WHEREAS, the Milwaukee County Board of Supervisors, by virtue of adopting Resolution ___ on ___, 2013, has authorized the Interim Director of the Department of Parks, Recreation and Culture to enter into this agreement with the Vendor for and on behalf of Milwaukee County.

NOW THEREFORE, the Parties do herewith, in consideration of mutual promises and other good and valuable consideration, agree as follows:

PROVISIONS:

1. Permitted Use:

1.1 Food and Beverage Sales: Vendor is permitted to sell food and beverages, including alcoholic beverages served under a Class B tavern license, at the Comfort Station - Central in Estabrook Park (the "Premises"). The concession is a fair-weather operation scheduled to be open daily from 11:00 a.m. – 10:00 p.m., weather permitting. Vendor shall not dispense or distribute alcohol after 9:00 p.m. The times of operation may be modified upon the written approval of the Parks Director or his/her designee.

It is the responsibility of Vendor to manage the distribution of alcohol, and Vendor is solely responsible for any incidents involving alcohol sold by Vendor at the Premises. Vendor shall monitor the service of alcoholic beverages, make sure no one under the age of twenty-one (21) is drinking alcohol, and refuse service to people who appear to be intoxicated or using poor judgment in their drinking.

1.2 Special Events: All special events to be held on the Premises require the written permission of the County and Vendor shall obtain and pay for a Special Event Permit at the standard County fee in effect at the time of the Special Event from all governmental authorities having jurisdiction over the Premises.

1.3 Improvements: In connection with this Agreement, the County hereby grants to Vendor and Vendor accepts from County permission to construct, to replace, to restore, and to improve the Premises, subject to all the terms and conditions herein, throughout the Term of the Agreement and for the sole purpose of operating a beer garden concession at the Premises.

1.4 Use of the Premises: The Parties agree that the Vendor accepts use of the Premises subject to all existing easements or restrictions on the Premises and surrounding area, and Vendor shall obtain any and all approvals necessary for its use as contemplated by this Agreement. County is not responsible for any required approvals, building permits or other required authorizations from regulatory agencies relating to Vendor's permitted uses, without limitation.

2. Term: This Agreement shall commence on the Effective Date and expire seven (7) years thereafter (the "Initial Term"). The Parties may, upon mutual written agreement, extend the Initial Term for two (2) additional three (3)-year terms (each such period, a "Renewal Term"). The Initial Term and any then-existing Renewal Term shall be referred to as the "Term" herein. Vendor shall provide written notice to County of its desire to enter into each Renewal Term at least one (1) year prior to the expiration of then-current Term.

3. Payments for Utilities: For the initial Operating Year, Vendor shall pay to the County \$500 toward the cost of Utilities for each month in which the beer garden concession is operational. Amount for the first and last month's Utilities will be pro-rated based upon the number of days of operation. After the initial Operating Year, the Parties shall reevaluate Vendor's Utilities responsibilities based on actual Utilities costs billed to the County for the Premises during the initial Operating Year in light of Vendor's planned installation of a gas tank on the Premises. "Utilities" shall include sewer, water, and electric. "Operating Year" means the twelve (12) months starting on the Effective Date and every subsequent twelve (12)-month period during the Term. Any costs related to the installation, service, and maintenance of such utilities shall be the sole responsibility of the Vendor.

4. Alterations and Improvements:

4.1 Prerequisites: This Agreement and the obligations of County and Vendor hereunder are contingent upon Vendor successfully meeting the Milwaukee County "Due Diligence" requirements (see attached, as Exhibit A). Vendor's plans to renovate, improve and alter the Premises hereunder are contingent upon Vendor obtaining an amount of not less than one hundred percent (100%) of the estimated cost of the

construction and renovation to the Premises. All costs associated the construction and renovation of the Premises, including disconnection and/or hookup of Utilities in conjunction with such construction or renovation, shall be the responsibility of the Vendor.

4.2 County Approval: Prior to the start of any construction or renovation of the Premises, including any subsequent alterations or renovations, Vendor shall submit detailed construction plans and specifications to the State Historical Preservation Office, County and to the Architecture and Engineering Section of the Milwaukee County Department of Administrative Services, together with the name of Vendor's proposed contractor(s), for review and approval. Submittals shall include, but not limited to, shop drawings containing product information and materials and products shall be approved by County. Vendor shall reimburse County for the cost of a Milwaukee County Project Manager (including salary and benefits) during the construction phases of the project, including any subsequent construction, alterations or improvements, in an amount not to exceed Two Hundred Fifty Dollars (\$250.00) per hour, or Seven Thousand Five Hundred Dollars (\$7,500) total for the project. All costs for the Milwaukee County Project Manager work provided over this amount shall be charged to the County's Parks, Recreation, and Cultural Department's operating budget. Conditions for approval shall include, but not be limited to provision that Vendor shall obtain and comply with, prior to commencing any alterations, additions and improvements, all necessary permits and licenses from the appropriate governmental authorities.

4.3 Construction Standards: All development and landscaping shall be completed in a first-class manner and consistent with the standards established for other work in Milwaukee County Parks. Any and all alterations, additions and improvements shall be made in compliance with all statutes, laws, ordinances, rules, and regulations of any governmental authority having jurisdiction over the Premises. Vendor shall also indemnify and hold County harmless from and against all statutory liens or claims of liens of any contractor, subcontractor, laborer or any other party which may arise in connection with any alteration, addition or improvement to the Premises undertaken by or on behalf of Vendor. Any structures, alterations, additions or improvements installed on the Premises by Vendor (including generic signage permanently affixed to the Premises) shall become the property of County upon the expiration or termination of this Agreement. In no event shall Vendor make any alterations or additions to the Premises without the prior written consent of County, except in the event of an emergency, when such consent shall not be required, provided that notice shall be given as soon as reasonably possible thereafter. Routine instances of maintenance, painting, repair and like-kind replacement of materials needing repair or replacement do not constitute alterations or additions requiring such approval, providing they do not individually exceed Five Thousand Dollars (\$5000) in cost per year.

4.4 Builder's Risk: Vendor or its general contractor shall provide Builder's Risk insurance coverage on a completed value form insuring for special perils, with Milwaukee County as additional insured and loss payee on the insurance certificate. Coverage is during construction period and is intended to terminate when the work has been completed and the Premises are ready for occupancy. Prior to construction, Vendor shall supply the Parks Director with written evidence of Builder's Risk insurance. Vendor shall not commence construction activities without written approval from the Parks Director and his/her designee. The Parks Director shall provide a written response to the Vendor within

thirty (30) days of receiving written evidence of the Vendor's Builder's Risk insurance documents.

4.5 Construction Escrow: Vendor agrees to provide evidence satisfactory to the County that the total amount of funds necessary to construct the proposed renovations to the Premises are immediately available and dedicated to such purpose and documentation is in place to provide for the orderly disbursement of such funds during the course of construction to pay for all permits, material, labor, supplies, and any other miscellaneous items used or necessary for the construction of the renovations. Vendor shall deliver to County evidence reasonably acceptable to the County that the total amount of such funds are immediately available and dedicated for the above purpose prior to any construction activities taking place on the Premises. Any such evidence of the Vendor's financial capacity shall also include a letter from the Vendor's banking institution stating that the Vendor has secured a line of credit that is immediately available to Vendor for such purposes in an amount sufficient to cover 100% the costs thereof.

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

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

5. Parks Logo: Vendor is responsible for all marketing and advertising to promote its activities. Vendor shall acknowledge the Parks Department and include the Parks logo in all promotional materials, whether print or digital, directly related to its activities covered under this Agreement.
6. Payment: Vendor shall pay to Parks at the end of each Sales Period a commission of twenty percent (20%) of gross revenue on all alcoholic beverage sales and ten percent (10%) of gross revenue on all food and non-alcoholic beverage sales. "Sales Period" means a Monday to Sunday cycle of two (2) weeks or fourteen (14) days each; payment due fourteen (14) days after the end of a Sales Period.

Checks shall be made payable to the **Milwaukee County Treasurer** and mailed or delivered to: Milwaukee County Parks Department, Joe Mrozinski, 9480 Watertown Plank Rd., Wauwatosa, Wisconsin, 53226.

7. Sales Reports: Upon written demand by the County, Vendor agrees to compile and provide County with a detailed summary report of all sales activities, a financial reconciliation of all commissions owed and paid, and remit to County any additional amounts as may be required. Vendor shall submit such reports within ten (10) days of each written request by the County.
8. Rights Reserved to County: County reserves the right to award a contract with one (1) or more additional vendors to provide other concessionable items in other areas of the Park; provided, however, that County shall not contract with a third party to operate another beer garden in another area of the Park. County further reserves the right to operate its own concession area during any and all events held in its Parks.
9. Permits, Licenses, and Other Costs: Vendor shall procure, maintain, and pay the fees for all appropriate federal, state, and local licenses and permits required for its activities.
10. Compliance with Laws: Vendor shall, at Vendor's expense, promptly comply with all laws, rules, and regulations made by any governmental authority having jurisdiction over Vendor's use of the Premises pertaining to: (a) accessibility, ensuring that the Premises and environs are fully accessible pursuant to the American with Disabilities Act of 1990 and the Architectural Barriers Act of 1968 and such accessibility is approved by the Milwaukee County Office of Persons with Disabilities; and (b) Vendor's activities on the Premises.
11. County Approval of Items to be Sold: Vendor shall provide County with a list and pricing information for the products it intends to sell to the public for approval. The Parks Director or his/her designee maintains the right to prohibit the sale or rental of any item that he/she deems to be inappropriate or otherwise within the Milwaukee County Parks System. Vendor agrees to comply with the County's prohibitions including the sale of gum and glass bottles and to operate subject to the Milwaukee County Parks System's exclusive non-alcoholic beverage contract.
12. Amplified Music Restriction: Amplified music shall be limited to acoustic and vocal reinforcement to provide background music throughout the Premises and environs. Events or performances with concert style amplification must be approved in writing by the Parks Director or his/her designee. All amplified music approved by the Parks Director or his/her designee, as well as ambient music, shall comply with the appropriate City of Milwaukee and Milwaukee County noise ordinances.
13. Signage: All proposed banners, signage and advertising on or within the Premises, temporary or portable structures, must be pre-approved in writing by the Parks Director or his/her designee.
14. Cleaning of Public Restrooms: Vendor shall permit public access to the restrooms during all hours of operation and provide daily routine maintenance and cleaning of the public restrooms during Vendor's operations. Vendor shall also provide all restroom and cleaning supplies as needed.
15. Garbage: Vendor is responsible for maintaining the Premises, and surrounding areas in a state of cleanliness and repair to prevent injury to the public. Vendor is also responsible for the collection and disposal of all trash, litter and garbage associated with its activities.

Vendor may contract with a commercial waste service and, upon coordination with County, place a garbage container in a designated area of the parking lot.

16. Vendor's Obligations for Maintenance and Minor Repairs: Vendor shall maintain the Premises in good order, including interior and exterior cleaning and janitorial services to the Premises and any environs utilized by Vendor. Vendor shall be responsible for renovating and updating the Premises to ensure the facility is operating in a manner compliant with appropriate codes, laws, and regulations. Vendor shall make "minor repairs" to all plumbing, HVAC, electrical and lighting (including the replacement of light bulbs), door latches and locks, windows and plate glass/plastic, and signage, where such repairs or replacement are to the existing items in place within the Premises or to those installed by Vendor. "Minor repairs" are herein defined as any singular repair or replacement whose cost is less than Five Hundred Dollars (\$500) for each instance.
17. Vendor's Obligations for Major Repairs: Vendor shall maintain in good order and make "major repairs" to any plumbing, plumbing, HVAC, electrical and lighting, door latches and locks, windows and plate glass/plastic, signage, and structural elements whose repair or replacement are necessitated by the negligence or willful misconduct of Vendor, its employees, invited guests, or patrons. "Major repairs" are herein defined as any singular repair or replacement whose cost is Five Hundred Dollars (\$500) or greater for each instance. Vendor shall further make all repairs or replacement, whether "major" or "minor," to any equipment, trade fixture, signage, or structural component, including plumbing, HVAC, electrical lighting, doors, windows and plate glass/plastic, which it has provided or caused to be installed or improved upon the Premises. All repairs shall be done by licensed tradespersons, with oversight by the County's trades personnel. Vendor may contract with the County for repairs on a time and materials basis.
18. County's Obligations for Minor Repairs: County shall have no obligation to make minor repairs to the Premises. Obligations for minor repairs shall be as indicated in Sections 16 and 17.
19. County's Obligations for Major Repairs: County shall maintain in good order and provide for all major repairs to all structural components of the Premises, including the roof and roof systems (gutters and downspouts), foundation, exterior walls, interior structural walls, and all utility systems, including plumbing, HVAC, and electrical, except for such components which have been provided and installed by Vendor or as further provided for in Section 17 above. County shall also maintain and repair all parking areas, public sidewalks, and all utility systems, which serve the Premises as a whole, but are not part of the Premises.
20. Timeliness of Repairs: Each Party shall perform its obligations under Sections 16, 17, 18, and 19 hereunder promptly after learning of the need for such repairs, but in any event within thirty (30) days of the occurrence or notice provided by one Party to the other. If County fails to make such repairs within thirty (30) days after Vendor's notice (except when the repairs require more than thirty (30) days for performance and County commences the repair within thirty (30) days and diligently pursues the repair to completion), Vendor may, at its option, undertake such repairs and deduct the reasonable cost thereof from the monthly rentals or commissions next falling due. If Vendor fails to make such repairs for which it is obligated within thirty (30) days after County's notice, and such failure constitutes a health or safety hazard to the public, or has the potential to cause further damage to the Premises, then the County shall have

the right to make the repair with its own staff or contract with a third party to make the repair, and charge all reasonable costs associated with making the repair to Vendor (including salary and benefits if done with County's own staff).

21. Removal of Equipment and Supplies: Subject to Section 4.3, upon expiration or termination of this Agreement for any reason or no reason, Vendor shall remove, at its costs, all of its supplies, displays, and related items from the Premises within three (3) days of the expiration or termination date, and shall restore the Premises to its prior condition, satisfactory to the Parks Director or his/her designee. Damage caused to the Premises by any removal of personal property or improvements to the Premises will be repaired by the Vendor. If for any reason Vendor does not comply in a timely manner with its obligations under this paragraph (which shall mean completion within sixty (60) days unless otherwise authorized in writing by the Parks Director), then the County may make such repairs or remove, dispose of, or retain such property as the County sees fit. It is mutually agreed that the County may recover from the Vendor any and all reasonable costs, as determined by the County, related to this Section. The Vendor agrees to surrender the Premises in broom-clean condition, subject to ordinary wear and tear and casualty.

22. Disposal of Fats, Oils and Grease:

22.1 Prevention of FOG Build-up: Vendor shall keep leftover grease and food scraps from going down the drains. Fats, oils, and grease ("FOG") poured down drains can build up in pipes and sewers and cause sewage backups, which can lead to raw sewage overflows. Large amounts of FOG should be collected and stored in drums or barrels for recycling. Small amounts can be poured into a sealed container and thrown away. Vendor should scrape or wipe FOG from dishware and cookware and put it in the trash.

22.2 GCD Installation: Vendor shall have a grease control device ("GCD") meeting all applicable requirements of Wisconsin Administrative Code NR 113 and State of Wisconsin Department of Commerce 82.34 standards. The GCD shall be installed by a plumber licensed in the State of Wisconsin prior to the Vendor's occupancy of the Premises. The GCD shall be installed and connected so that it may be readily accessible for inspection, cleaning and removal of FOG at any time.

22.3 Maintenance: The GCD shall be maintained at the Vendor's sole expense. Maintenance shall include the complete removal of all contents, including floating material, wastewater and settled solids. The GCD shall be cleaned no less frequently than once every six (6) months. Grease interceptors shall be pumped out completely when the total accumulation of FOG, including floating solids and settled solids, reaches twenty-five percent (25%) of the overall liquid volume. Frequency of cleaning will depend upon the type of food prepared and how well grease is managed in the kitchen.

22.4 Waste Disposal: FOG removed from a grease interceptor shall be disposed of in a solid waste disposal system or by a certified grease hauler. FOG removed from a grease interceptor shall be disposed of at a facility permitted to receive such wastes. No FOG shall be returned, decanted or discharged to any grease interceptor or into any portion of any private or County sanitary sewer system or water treatment facility.

22.5 Posting of Signage: The Vendor shall post County signage provided to the Vendor regarding FOG disposal in a clear and prominent place in the kitchen at the Premises. County signage shall be posted above the sink at the Premises if such posting is possible and if such posting would not obscure the signage.

22.6 Inspection: County shall have the right of entry into the Premises at any time to make inspections, observation, measurements, sampling, testing, or records review of the GCD to ensure that the Vendor is in compliance with this Section 22. Operational changes, maintenance and repairs requested by the County shall be implemented by Vendor at Vendor's sole expense.

22.7 Record Keeping: Vendor shall retain and make available for County's inspection and request all records of all cleaning and/or maintenance pertaining to the GCD during the Term. Cleaning and/or maintenance records shall include, at a minimum: (a) the dates of cleaning/maintenance; (b) the names and business addresses of each company or person performing the cleaning/maintenance; (c) the volume of waste removed in each cleaning/maintenance; (d) information regarding each FOG disposal, including location of the waste disposal site and a copy of the original manifest from the hauler, if applicable; and (e) description of any repairs needed to the GCD, date repairs performed and name of repairer. The rights and obligations set forth under this provision shall survive the termination of the Agreement for a period of three (3) years.

23. Nondiscrimination, Affirmative Action and DBE Goals:

23.1 Generally: There shall be no discrimination against or segregation of any person, or group of persons, on account of gender, age, race, color, religion, creed, national origin or ancestry in the use of the Premises, and Vendor (or any person claiming under or through Vendor) shall not establish or permit any such practice or practices of discrimination or segregation with reference to the Premises.

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

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

23.4 Affirmative Action Plan: Vendor certifies that if it has fifty (50) or more employees, it has filed or will develop and submit a written Affirmative Action Plan. Current

Affirmative Action Plan, if required, must be filed with any of the following: The Office of Federal Contract Compliance Programs, the State of Wisconsin, or the Milwaukee County Department of Audit, City Campus, 9th Floor.

23.5 Non-Segregated Facilities: Vendor certifies that it does not and will not maintain or provide segregated facilities for its employees, and that it does not permit its employees to perform their services at any location under its control where segregated facilities are maintained.

23.6 Reporting Requirement: When applicable, Vendor certifies that it will comply with all reporting requirements and procedures established in Title 41 Code of Federal Regulations, Chapter 60.

23.7 Compliance: Vendor certifies that it is not currently in receipt of any outstanding letters of deficiencies, show cause, probable cause, or other such notification of noncompliance with EEO regulations.

23.8 Disadvantaged Business Enterprise Goals: Vendor shall use reasonable efforts to cause its contractors to establish Disadvantaged Business Enterprise ("DBE") participation goals, consistent with Milwaukee County DBE goals of twenty-five percent (25%) for construction and ten percent (10%) for goods and services, purchases and subcontracts, and to use good faith efforts to achieve those goals. The Milwaukee County Community Business Development Partners shall assist Vendor in soliciting potential DBE vendors for the improvements and monitor such goal attainment. Vendor's contact regarding DBE participation is: Interim Director, Nelson Soler, at (414) 289-4608.

24. Site Restoration: Both Vendor and County shall together participate in a pre-season and post-season inspection of the Premises, including the turf. Vendor shall be responsible for any actual documented physical damage to the Premises caused by Vendor, its employees, agents, representatives, and guests. Within five (5) days of the discovery of any such damage, the Premises shall be restored to the satisfaction of the Parks Director or his/her designee. If damage is not restored by the Vendor after five (5) days of the discovery and the County elects to restore such damage, then the County shall have the right to restore the damage with its own staff or contract with a private company to restore the damage, and charge all reasonable costs directly associated with performing the restoration work, to the Vendor (including salary and benefits if done with the County's own staff).
25. Security: Unarmed security personnel are permitted within the Premises for the purposes of checking identification and general observation. Vendor shall be solely responsible for and assume all risks related to the security of the Premises and use of security personnel.
26. Inspection by County: County shall at all reasonable times have the right to enter the Premises to inspect the condition thereof, and to improve or repair the Premises, and to make such repairs, alterations, improvements or additions as County may deem necessary or desirable; provided, however, such entry shall be done in such a manner that it does not unreasonably interfere with the conduct of Vendor's use of the Premises.
27. Interest: Unless waived by County Board of Supervisors, Vendor shall be responsible for payment of interest on amounts not remitted in accordance with this Agreement. The

rate of interest shall be the statutory rate in effect for delinquent County property taxes (one-percent (1%) per month or fraction of a month) as described in Wisconsin statutes section 74.47(1). The obligation for payment and calculation thereof shall commence upon the day following the due dates established herein.

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

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

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

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

29. Insurance: County assumes no responsibility for any loss or damage to Vendor's personal property while in use or stored at or on the Premises. Vendor shall maintain comprehensive liability, workers compensation and automobile liability insurance as required below. Vendor shall provide the County with evidence of said coverages in the following minimum amounts.

<u>Type of Coverage</u>	<u>Minimum Limits</u>
Commercial General Liability Bodily Injury and Property Damage	\$1,000,000 Per Occurrence

(incl. Personal Injury, Fire Legal, Contractual & Products/Completed Operations)	\$1,000,000 General Aggregate
Automobile Liability	
Bodily Injury & Property Damage	\$1,000,000 Per Accident
All Autos-Owned, non-owned and/or hired	
Uninsured Motorists	Per Wisconsin Requirements
Liquor Liability	\$1,000,000 Per Occurrence
Wisconsin Workers' Compensation or Proof of All States Coverage	Statutory, if applicable
Employers' Liability	\$100,000/\$500,000/\$100,000, if applicable

Milwaukee County will be named as an additional insured for General Liability and Automobile Liability. A waiver of subrogation for Workers Compensation by endorsement in favor of Milwaukee County shall be provided. Disclosure must be made of any non-standard or restrictive additional insured endorsement, and any use of non-standard or restrictive additional insured endorsement will not be acceptable. A certificate indicating the above coverages shall be submitted for review and approval by the County for the duration of this Agreement. Coverages shall be placed with an insurance company approved by the State of Wisconsin and rated "A" per Best's Key Rating Guide.

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

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

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

30.1 Environmental Indemnification. Vendor shall, to the fullest extent provided for under any environmental laws, rules and regulations, be responsible for any required repair, cleanup, remediation or detoxification arising out of any Hazardous Materials

brought onto or introduced into the Premises or surrounding areas by Vendor, or its agents. Vendor hereby agrees to indemnify, defend and hold County harmless from and against any and all liabilities, costs, expenses (including attorney fees), damages (including but not limited to clean-up, remediation or detoxification of) or any other losses caused by its introduction of any such Hazardous Materials into or onto the Premises and any Hazardous Materials brought onto or introduced into the Premises as described below.

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

31. Assignment and Subletting: Vendor may not assign this Agreement, in whole or in part, or sublease any part of the Premises without the prior written approval of the Parks Director or his/her designee.
32. Termination: County may terminate this Agreement if: (a) Vendor fails to comply with any provision in this Agreement, and such failure continues for forty-five (45) days after a written notice from County setting forth in reasonable detail the nature of such default; (b) Vendor ceases to do business as a going concern, ceases to pay its debts as they become due, or admits in writing that it is unable to pay its debts as they become due, or becomes subject to any proceeding under any federal or state bankruptcy law, or a custodian or trustee is appointed to take possession of, or an attachment, execution or other judicial seizure is made with respect to, substantially all of Vendor’s assets or Vendor’s interest in this Agreement; (c) in the event that Vendor fails to make significant capital improvements to the Premises pursuant to Section 4 during the initial three (3) Operating Years of the Term; or (d) in the event that the Milwaukee County Board of Supervisors, via official action and resolution, effects to close the Comfort Station – Central in the Park during the Term. If County terminates the Agreement within the initial five (2) Operating Years of the Term pursuant to Section (d) above, County agrees to buy out one hundred percent (100%) of Vendor’s documented capital expenditure investment pursuant to Section 4 in the Premises. In the event that County terminates the Agreement within the initial two (2) to five (5) Operating Years of the Term pursuant to Section (d) above, County agrees to buy out Vendor’s documented capital expenditure investment pursuant to Section 4 in the Premises during the Term on a straight-line depreciation over five (5) years. In addition, If County terminates the Agreement pursuant to Section (d) above, County shall relocate the beer garden concession to another Milwaukee County Parks location reasonably mutually acceptable to Vendor and County. No buy-out by the County shall include any investment Vendor has made in equipment. Vendor may terminate this Agreement at its sole and absolute discretion upon one hundred eighty (180) days’ prior notice to County, but such termination shall not trigger the buy-out provision above.
33. Partnership: Nothing contained in this Agreement shall constitute or be construed to create a partnership or joint venture between County or its successors or assigns and Vendor or its successors or assigns. This Agreement does not create the relationship of principal and agent.

34. Notices: All notices with respect to this Agreement shall be in writing, and e-mail shall constitute writing for the purposes of the foregoing. Except as otherwise expressly provided in this Agreement, a notice shall be deemed duly given and received upon delivery, if delivered by hand or after posting via US Mail, to the party addressed as follows:

To Vendor:
ABC Estabrook, INC
Attn: Hans Weissgerber III
1009 N. Old World Third St.
Milwaukee, WI 53203

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

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

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

Signature page follows

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

ABC Estabrook, INC

By: _____ Date: _____
Hans Weissgerber III

Milwaukee County Dept. of Parks, Recreation & Culture

By: _____ Date: _____
James Keegan, Interim Director

Approved as to form and independent status:

Reviewed by:

By: _____ Date: _____ By: _____ Date: _____
Corporation Counsel Risk Management

Approved as to Chapter 42 DBE provisions:

By: _____ Date: _____
Community Business
Development Partners

EXHIBIT A
MILWAUKEE COUNTY DUE DILIGENCE REQUIREMENTS

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

ORIG ISSUE DATE SECTION TITLE SECTION NO. 09-28-O 1

Due Diligence 7.92

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

- Letter of Full Disclosure and Cooperation
- Cash flow projections for the venture.
- Operating budget impact.
- Debt management responsibilities, schedules and procedures.
- Legal liability for all priorities.
- Financial reporting systems and controls.
- Right-to-audit provisions.
- Project feasibility studies and market analysis.
- Key factors for success/failure of the venture.
- Governance structure and procedures.
- Public policy impacts (e. g. Affirmative Action, Disadvantaged Business).
- Employee/labor relations impacts (including benefits).
- Environmental concerns.
- Tax consequences.
- Capital management (e. g. maintenance).
- Conflicts of interest/ethics.
- Performance measurements.
- Organization Chart and Mission Statement
- Name of Lending institution or Bank to determine single or combined reporting

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

EXHIBIT B
EQUAL OPPORTUNITY CERTIFICATE

[Attached.]



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

Date: February 26, 2013

To: Chairwoman Marina Dimitrijevic, Milwaukee County Board of Supervisors

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

Subject: **Criteria for the Establishment and Administration of the Parks Amenities Matching Fund – Action Item**

POLICY

A Parks Amenities Matching Fund was authorized in the 2013 Adopted Budget to address repairs or enhancements of qualified existing park facilities and amenities. It was also required that the Department of Parks, Recreation and Culture (DPRC) issue recommendations for establishment and criteria for the administration of the Fund.

BACKGROUND

In 1994, a Parks Amenities Matching Fund (PAMF) was created to provide matching funds for monies raised by a third party for the repair or enhancement of existing park facilities and amenities. This fund was utilized for some time but eventually was unfunded. The PAMF was re-established in the 2013 budget and is to be funded by \$250,000 of land sales revenue and 2013 revenue from beer gardens. Funding beyond 2013 is to be considered in future budget discussions.

It is recommended the following criteria be used to administer the PAMF:



- The subject project is not currently a budgeted, major maintenance or capital project.
- The subject project is not a joint-venture or public-private partnership governed by any other contract or agreement.
- The subject project is reviewed by and has the concurrence of DPRC staff, after which will only receive County funding after matching funds have already been raised by a third party for that stated purpose and held in a designated account.
- The County's portion of any individual proposed project shall (a) not be more than \$75,000 per project in calendar year 2013, and (b) shall not be more than a grand total of \$75,000 in all project years.
- The County shall provide matching funds up to a dollar-for-dollar match.
- The DPRC Director shall review and pursue third party funding applications on a first come, first serve basis.
- Milwaukee County may provide matching funds of \$250,000 from revenue received in 2013 from land sales subject to the conditions contained in the 2013 Adopted Budget and from beer garden operations.
- Matching funding levels higher than what is noted above is subject to County Board approval.

RECOMMENDATION

The Interim Parks Director respectfully recommends the establishment of the Parks Amenities Matching Fund as a trust account and approval of the criteria to administer the Parks Amenities Matching Fund.

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 Bablitsch, Chief of Staff, County Board
Supv. Gerry Broderick, Chairman, Parks, Energy & Environment Committee
Supv. Jason Haas, Vice-Chair, Parks, Energy & Environment Committee
Dan Laurila, Fiscal Mgt. Analyst, Admin & Fiscal Affairs/DAS
Scott Manske, Comptroller
Janelle Jensen, Parks, Energy & Environment Committee Clerk
Jessica Janz-McKnight, Research Analyst, County Board

A RESOLUTION

Reestablishing the Parks Amenities Matching Fund that will provide matching funds for monies raised by third parties for the improvement, repair or subsidy of parks amenities such as pavilions, trails, playground equipment, recreation centers, monuments, or other existing parks amenities, by recommending adoption of the following:

WHEREAS, County citizens have expressed a desire to preserve and enhance the County parks system; and,

WHEREAS, the establishment of a policy which would provide matching County funds to any project approved by the DPRC that involves third party willing to raise funds for the repair or enhancement of existing DPRC facilities or amenities to preserve basic sanitary and safety conditions in all County parks; and,

WHEREAS, the 1994 Parks Amenities Matching Fund was unfunded but is now needed more than ever to help attract additional resources to help fund much needed parks maintenance and repairs; and,

WHEREAS, the Milwaukee County Board of Supervisors authorized that the Parks Amenities Matching Fund be re-created in the 2013 Adopted Budget; and,

WHEREAS, the funding for the aforementioned Parks Amenities Matching Fund for the balance of 2013 shall be derived from beer garden revenues, a \$250,000 transfer from Non-departmental revenue (Land Sales), once received, and from third party contribution matches; now, therefore,

BE IT RESOLVED, that the Milwaukee County Parks Amenities Matching Fund shall be administered according to the following criteria:

- The subject project is not currently a budgeted, major maintenance or capital project.
- The subject project is not a joint-venture or public-private partnership governed by any other contract or agreement.
- The subject project is reviewed by and has the concurrence of DPRC staff, after which will only receive County funding after matching funds have already been raised by a third party for that stated purpose and held in a designated account.

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- The County's portion of any individual proposed project shall (a) not be more than \$75,000 per project in calendar year 2013, and (b) shall not be more than a grand total of \$75,000 in all project years.
- The County shall provide matching funds up to a dollar-for-dollar match.
- The DPRC Director shall review and pursue third party funding applications on a first come, first serve basis.
- Milwaukee County may provide matching funds of \$250,000 from revenue received in 2013 from land sales subject to the conditions contained in the 2013 Adopted Budget and from beer garden operations.
- Matching funding levels higher than what is noted above is subject to County Board approval.

BE IT FURTHER RESOLVED, that the Division of Administrative Services and the Office of the Comptroller are authorized to create a trust account to hold received revenues and contributions; and

BE IT FURTHER RESOLVED, that the DAS Director is authorized to process this transfer as appropriate.

MILWAUKEE COUNTY FISCAL NOTE FORM

DATE: February 26, 2013

Original Fiscal Note

Substitute Fiscal Note

SUBJECT: Criteria for the Establishment and Administration of the Parks Amenities Matching Fund

FISCAL EFFECT:

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

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

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

DESCRIPTION OF FISCAL EFFECT

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

- A. Briefly describe the nature of the action that is being requested or proposed, and the new or changed conditions that would occur if the request or proposal were adopted.
- B. State the direct costs, savings or anticipated revenues associated with the requested or proposed action in the current budget year and how those were calculated. ¹ If annualized or subsequent year fiscal impacts are substantially different from current year impacts, then those shall be stated as well. In addition, cite any one-time costs associated with the action, the source of any new or additional revenues (e.g. State, Federal, user fee or private donation), the use of contingent funds, and/or the use of budgeted appropriations due to surpluses or change in purpose required to fund the requested action.
- C. Discuss the budgetary impacts associated with the proposed action in the current year. A statement that sufficient funds are budgeted should be justified with information regarding the amount of budgeted appropriations in the relevant account and whether that amount is sufficient to offset the cost of the requested action. If relevant, discussion of budgetary impacts in subsequent years also shall be discussed. Subsequent year fiscal impacts shall be noted for the entire period in which the requested or proposed action would be implemented when it is reasonable to do so (i.e. a five-year lease agreement shall specify the costs/savings for each of the five years in question). Otherwise, impacts associated with the existing and subsequent budget years should be cited.
- D. Describe any assumptions or interpretations that were utilized to provide the information on this form.
 - A. Establishing criteria for the administration of the Parks Amenities Matching Fund that will provide matching funds up to \$75,000 for third party-raised funds for repairs or enhancements of qualified existing park facilities and amenities.
 - B. None
 - C. No Impact
 - D. None

Department/Prepared By Laura Schloesser/Parks, Recreation and Culture

Authorized Signature _____

Did DAS-Fiscal Staff Review? Yes No

Did CDBP Review?² Yes No Not Required

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.

² Community Business Development Partners' review is required on all professional service and public work construction contracts.