



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

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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 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

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Milwaukee County

CHRIS ABELE • COUNTY EXECUTIVE

DATE: September 5, 2013
TO: Marina Dimitrijevic, Chairwoman, Milwaukee County Board of Supervisors
FROM: Chris Abele, County Executive
SUBJECT: **Appointment of John W. Dargle, Jr.**

Pursuant to Sec. 59.17(2) Wis. Stats, and subject to confirmation by the Milwaukee County Board of Supervisors, I am pleased to appoint Mr. John W. Dargle, Jr. to the position of Director of the Milwaukee County Parks, Recreation, & Culture Department.

Mr. Dargle is an accomplished Certified Park and Recreation Professional (CPRP), most recently serving as the Director of the Fairfax County Park Authority - the most populous jurisdiction in both Virginia and the Washington DC metropolitan area with a \$65 million operating budget and a \$50 million capital budget. Mr. Dargle is known for his collaborative work with constituents, partners, stakeholders and government leaders.

Mr. Dargle is a U.S. Army veteran who flew helicopters and served in the Persian Gulf War. He is a recent winner of a Gold Medal award for Excellence in Park and Recreation Management as well as the recipient of the Government Finance Officers Association's Certificate of Achievement for Comprehensive Annual Financial Report (CAFR).

Mr. Dargle joined the Milwaukee County Parks Department in June 2013, adjusting quickly and enthusiastically to the Parks' busiest time of the year. He has been busy meeting staff and getting to know Milwaukee County's parks. He is excited to focus on preservation and protection of our natural and cultural resources, improving the quality of parks, as well as facilitating the development of park and recreation programs and facilities. Mr. Dargle has already begun the process of agency accreditation through the Commission for Accreditation of Park and Recreation Agencies (CAPRA) on behalf of Milwaukee County, an important milestone for high-achieving parks systems.

I have every confidence that Mr. Dargle will bring to the Parks Department the leadership and vision needed for Milwaukee County. I urge you to give this appointment your favorable consideration.

Sincerely,

Chris Abele
Milwaukee County Executive

Cc: County Board of Supervisors
Kelly Bablitch, Chief of Staff, Board of Supervisors



OFFICE OF THE COUNTY EXECUTIVE

Milwaukee County

CHRIS ABELE • COUNTY EXECUTIVE

Date: September 6, 2013

To: Marina Dimitrijevic, County Board Chairwoman

From: Chris Abele, County Executive

Subject: Appointment to the Lakefront Development Advisory Commission (revised)

For informational purposes only – confirmation not required

Pursuant to Milwaukee County Board Resolution (File No. 03-360), I am hereby appointing Mr. John Dargle to serve on the Lakefront Development Advisory Commission in his capacity as the head of the County parks department. Mr. Dargle's term will expire on June 30, 2016.

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
Jessica Janz-McKnight, Research Analyst
Alexis Gassenhuber, Committee Clerk
John Dargle

DATE : September 13, 2013
TO : Milwaukee County Board of Supervisors
FROM : County Board Chairwoman Marina Dimitrijevic
SUBJECT : **Appointment of Ms. Patricia Yunk to the Milwaukee Public Museum Board of Directors**

Pursuant to the provisions of Milwaukee County General Ordinance 89.03(a), and subject to confirmation by this honorable body, I am pleased to appoint Ms. Patricia Yunk to the Milwaukee Public Museum (MPM) Board of Directors, for a term expiring February 1, 2014.

Previously, Ms. Yunk served as the Assistant Director of Intergovernmental Relations for Milwaukee County. Prior to that, she also served as the Director of Public Policy, as well as the Intergovernmental Affairs/Research Coordinator and Public Policy Research Analyst for Milwaukee District Council 48 AFSCME, AFL-CIO. Her work experience as a social worker for Milwaukee County's Department of Health & Human Services brings added value to the table, and provides a community knowledge perspective to the Museum's future programming and relationship goals for the public.

The function of the MPM Board of Directors is to advise the museum director on matters of the long range planning, marketing, educational programming, scope of collections, relationships with the public and any matter deemed to be in the best interests of museum betterment, as well as to establish bylaws to govern themselves appropriately.

I urge your support and confirmation of Ms. Yunk to this appointment, and look forward to seeing the continued results of the work of the Milwaukee Public Museum Board of Directors.



Marina Dimitrijevic
Chairwoman,
County Board of Supervisors

cc: Milwaukee County Executive Chris Abele
Alexis Gassenhuber, Clerk, Parks, Energy and Environment Committee
Jessica Janz-McKnight, Analyst, Parks, Energy and Environment Committee
John Dargle, Interim Director, Department of Parks, Recreation and Culture

Patricia L. Yunk
1028 East Juneau Avenue
Milwaukee, WI 53202

Experience

- 2002 to 2012: Director of Public Policy
Milwaukee District Council 48 AFSCME, AFL-CIO
- 1998 to 2002: Intergovernmental Affairs and Research Coordinator
Milwaukee District Council 48 AFSCME, AFL-CIO
- 1992 to 1998: Public Policy and Research Analyst
Milwaukee District Council 48 AFSCME, AFL-CIO
- 1981 to 1992: Staff Representative
Milwaukee District Council 48 AFSCME, AFL-CIO
- 1973 to 1981: Social Worker
Milwaukee County Department of Human Services
Child Protective Services

Education

- Undergraduate University of Wisconsin - Eau Claire
BA - Social Welfare (May 1972)
- Graduate University of Wisconsin - Milwaukee
Social Work (1975 - 1977)
- Executive Education John F. Kennedy School of Government
Harvard University (June 2008)

Multiple Seminars, Training Programs and Workshops in:

- Collective Bargaining and Contract Enforcement
- Grievance and Arbitration Handling
- Lobbying and Coalition Building
- Labor Law
- Advocacy
- Mobilization and Organizing
- Budget Analysis and Development
- Legislative Action
- Wage and Fringe Benefit Evaluation and Analysis
- Governmental Funding

Memberships

IRRA - Milwaukee Chapter
Wisconsin Women's Network (Past Board Member)
New Hope Project (Past Board Member)
Project Equality (Past Board Member)
Planning Council for Health and Human Services, Inc. (Current Board Member)
Citizen's Action Education Fund (Current Board Member)

Appointments

UI Advisory Council (Wisconsin Department of Workforce Development)
2006-2012

Experience

Extensive work experience:

Coordinating public policy initiatives
Lobbying at various legislative levels
Developing and implementing mobilization campaigns
Developing and working with broad based coalitions of community, religious and labor organizations
Negotiating collective bargaining agreements
Administration of collective bargaining agreements
Research coordination and budgetary analysis
Membership advocacy
Exhibit preparation and testimony

DATE : September 13, 2013
TO : Milwaukee County Board of Supervisors
FROM : County Board Chairwoman Marina Dimitrijevic
SUBJECT : **Appointment of Beth Haskovec to the Milwaukee County Cultural Artistic and Musical Programming Advisory Council (CAMPAC)**

Pursuant to the provisions of Adopted County Board Resolutions File Nos. 86-466 and 86-463, and subject to confirmation by this honorable body, I am pleased to appoint Ms. Beth Haskovec to the Milwaukee County Cultural Artistic and Musical Programming Advisory Council (CAMPAC), for a term expiring October 1, 2016.

Ms. Haskovec currently serves as the Executive Director of Artists Working in Education. A.W.E. is a small community arts organization whose mission is to provide Milwaukee area youth with arts enrichment activities to enhance human potential, advance learning and cultivate community. Ms. Haskovec brings to the position over 13 years of community development expertise.

CAMPAC provides residents, especially underserved populations, with greater access to a full range of arts and cultural experiences by utilizing county funding to sustain the growth of artistic organizations and artists. CAMPAC's objective is to enhance the quality of life in Milwaukee County by encouraging investment in the County through support of a vibrant and healthy arts community.

I urge your support of this appointment, and look forward to seeing the continued results of the work of CAMPAC.



Marina Dimitrijevic
Chairwoman,
County Board of Supervisors

cc: County Executive Chris Abele
Kelly Bablitch, Chief of Staff, County Board of Supervisors
Alexis Gassenhuber, Committee Clerk, Parks, Energy and Environment Committee
Jessica Janz-McKnight, Analyst, Parks, Energy and Environment Committee
John Dargle, Interim Director, Department of Parks, Recreation and Culture

Beth L. Haskovec

1004 South 37th Street ▪ Milwaukee ▪ WI ▪ 53215 ▪ (202) 487- 9729 ▪ beth@awe-inc.org

Summary of Qualifications:

- Highly organized Executive with demonstrated experience in financial management, fundraising, and organizational planning
- Professional expertise in the arts as a catalyst for community development

Relevant Professional Experience:

Executive Director April 2012- Present

Artists Working in Education (A.W.E.) Milwaukee, WI

- Increased organizational revenue \$100,000 over the previous fiscal year
- Fostered six new funding sources totaling over \$55,000 in new foundation and government grants
- Oversee annual audit and budget processes, and prepare quarterly fiscal reports in collaboration with the Finance Committee
- Provide staff oversight and development for an administrative staff of four

Economic Development Manager 2009-2012

Layton Boulevard West Neighbors (LBWN) Milwaukee, WI

- Implemented neighborhood improvement projects that serve as catalysts for private investment
- Oversaw the planning and implementation of the annual Economic Development work plan and program budget
- Coordinated technical assistance for small business owners that resulted in job creation

Fund Development Coordinator 2008-2009

Alliance Francaise de Milwaukee Milwaukee, WI

- Responsible for planning and implementing annual fundraising events raising over \$45,000
- Oversaw the annual giving campaign and endowment giving
- Developed a grants calendar based on prospect research, and solicited funds through corporate support and grant proposals

Field Services Graduate Intern 2006-2007

Americans for the Arts Washington, DC

- Researched and wrote case studies exemplifying the role of the arts in civic engagement. Conducted interviews and completed 20 project profiles
- Additional accomplishments included: Researching arts policy articles and completing National Arts Policy Database entries, completing administrative tasks for the 2007 Annual Convention, co-authoring a presentation on 21st Century Skills for the National School Board Association Annual Conference

Peace Corps Volunteer 2002-2004

United States Government Bacau, Romania

- Developed a service-learning training for 120 teachers in Bacau County on integrating service projects into the curriculum
- Received and implemented a Peace Corps Partnership Grant building capacity and earned revenue for the Neghinita Theatre group

Academic Background:

SIT Graduate Institute, Brattleboro, VT 2005-2007
Master of Arts in Sustainable Development, Candidate

University of Northern Iowa, Ceder Falls, IA 1996-2000
Bachelor of Arts, Certificate in Nonprofit Management
Summa Cum Laude

Community Involvement:

Milwaukee Forum 2011 - Present
Current Program Committee Co-Chair

Vliet Street Business Association 2012 - Present
Vice President

Friends of the Hank Aaron State Trail 2012 - Present
Art Committee Member

Art Wisconsin 2012 - Present
Member

Young Nonprofit Professionals Network (YNPN) 2009 - 2011
Board Member

COUNTY OF MILWAUKEE
INTER-OFFICE COMMUNICATION

DATE: August 29, 2013

TO: Supervisor Marina Dimitrijevic, County Board Chairman

FROM: Charles Wikenhauser, Zoo Director

SUBJECT: **APPROVAL OF AN EASEMENT REQUEST BY WISCONSIN ELECTRIC POWER COMPANY TO INSTALL, OPERATE, MAINTAIN, REPAIR, REPLACE AND EXTEND UNDERGROUND UTILITY AND ASSOCIATED EQUIPMENT IN CONJUNCTION WITH THE ZOO INTERCHANGE RENOVATION PROJECT**

ISSUE

Approval is requested to grant an easement to Wisconsin Electric Power Company for the relocation of an underground high voltage electrical distribution line.

BACKGROUND

Currently, the Wisconsin Electric Power Company (WEPC) maintains an underground high voltage electrical distribution line along the eastern most boarder of the Zoo's property along U.S. Highway 45. The Zoo Interchange Renovation project calls for a new southbound to westbound ramp be constructed in this area. WEPC is requesting an easement to relocate the line further west on Zoo property. This line provides electrical power to businesses along Bluemound Road including St. Camillus Senior Residencies and the Heart Hospital.

RECOMMENDATION

The Milwaukee County Zoo respectfully requests that the appropriate County staff be authorized and directed to review, approve, and record all the documents as required to grant an underground electrical service easement to Wisconsin Electric Power Company. It is further recommended that the County Executive and County Clerk be authorized to execute the agreement.

Charles Wikenhauser
 Zoo Director

c: Chris Abele, County Executive
 Amber Moreen, Chief of Staff, County Executive's Office
 Raisa Koltun, Director of Legislative Affairs, County Executive's Office
 Supervisor Gerry Broderick, Chairman, Parks, Energy, and Environment Committee
 Steve Cady, Fiscal & Budget Analyst, County Board
 Kelly Bablitch, Chief of Staff, County Board
 Jessica Janz-McKnight, Research Analyst, County Board
 Don Tyler, Director, Department of Administration
 Josh Fudge, Fiscal and Budget Administrator, DAS
 Daniel Laurila, Fiscal & Management Analyst
 Karl Stave, DPW
 Vera Westphal, Deputy Zoo Director (Admin./Finance)

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File No.

(Journal,)

(ITEM NO.) , by recommending adoption of the following:

A RESOLUTION

WHEREAS, Wisconsin Electric Power Company requests an easement to relocate an underground electrical service at the eastern side of the Zoo property, bordering U.S. Highway 45; and

WHEREAS, the electrical service must be relocated due to the Zoo Interchange Renovation Project; and

WHEREAS, prior to executing the easement, the Department of Public Works, Corporation Counsel, and County Risk Manager will review and approve the legal description and easement language; now, therefore,

BE IT RESOLVED, that after reviewing the underground electrical service easement, the Milwaukee County Zoo respectfully requests that the appropriate County staff be authorized and directed to review, approve and record all the documents as required to grant the underground electrical service easement to Wisconsin Electric Power Company. It is further recommended that the County Executive and County Clerk be authorized to execute the easement.

FISCAL NOTE: The adoption of this resolution will require staff time to prepare the legal documents to execute the easement. There is no other cost to the County.

MILWAUKEE COUNTY FISCAL NOTE FORM

DATE: 08/29/13

Original Fiscal Note

Substitute Fiscal Note

SUBJECT: WEPC EASEMENT REQUEST

FISCAL EFFECT:

- | | |
|--|--|
| <input type="checkbox"/> No Direct County Fiscal Impact | <input type="checkbox"/> Increase Capital Expenditures |
| <input checked="" type="checkbox"/> Existing Staff Time Required | <input type="checkbox"/> Decrease Capital Expenditures |
| <input type="checkbox"/> Increase Operating Expenditures
(If checked, check one of two boxes below) | <input type="checkbox"/> Increase Capital Revenues |
| <input type="checkbox"/> Absorbed Within Agency's Budget | <input type="checkbox"/> Decrease Capital Revenues |
| <input type="checkbox"/> Not Absorbed Within Agency's Budget | |
| <input type="checkbox"/> Decrease Operating Expenditures | <input type="checkbox"/> Use of contingent funds |
| <input 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 Zoo Interchange Renovation Project requires the relocation of the current underground electrical service.
 - B. There are no costs to the County.
 - C. There are no budgetary impacts associated with the proposed action in the current year.
 - D. The Wisconsin Electric Power Company assumes all costs.

Department/Prepared By Chuck Wikenhauser, Zoo Director

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.

**DISTRIBUTION EASEMENT
UNDERGROUND
ELECTRIC**

Document Number

WR Number: 3399847

For good and other valuable consideration which **MILWAUKEE COUNTY, a municipal body corporate**, together hereinafter referred to as "Grantor", acknowledges receipt of, grants and warrants to **WISCONSIN ELECTRIC POWER COMPANY, a Wisconsin corporation doing business as We Energies**, hereinafter referred to as "Grantee", a permanent easement upon, within and beneath a part of Grantor's land hereinafter referred to as "easement area."

The easement area is described as strips of land, fifteen (15) feet in width, being a part of **Grantor's lands located in the SW ¼ and SE ¼ of Section 29 and the NE ¼ of Section 32, Township 7 North, Range 21 East**, in the City of Milwaukee, Milwaukee County, Wisconsin.

The location of the easement area with respect to Grantor's land is as shown on the attached drawing, marked Exhibit "A", and made a part of this document.

RETURN TO:
WISCONSIN ELECTRIC POWER COMPANY
PROPERTY RIGHTS & INFORMATION GROUP
231 W. MICHIGAN STREET, ROOM A440
PO BOX 2046
MILWAUKEE, WI 53201-2046

1. Purpose:

409-9988-110

410-0001-111

416-1301-111

(Parcel Identification Numbers)

(a) The purpose of this easement is to install, operate, maintain repair, replace and extend underground utility facilities, conduit and cables, electric pad-mounted transformers, manhole, electric pad-mounted vacuum fault interrupter, concrete slabs, power pedestals, riser equipment, terminals and markers, together with all necessary and appurtenant equipment under and above ground, as deemed necessary by Grantee, for the transmission and distribution of electric energy, signals; including the customary growth and replacement thereof. Trees, bushes, branches and roots may be trimmed or removed so as not to interfere with Grantee's use of the easement area.

(b) Grantor and Grantee understand, acknowledge and agree that this easement is non-exclusive and that Grantor will continue to use the easement area and shall have the right to make other agreements, such as leases, licenses, and easement with one or more utilities or other entities provided that any such subsequent agreements shall not interfere with Grantee's rights under this easement. Facilities and equipment other than that which is defined in this easement shall be installed only upon amendment of this easement or negotiation of an additional easement.

2. Buildings or Other Structures: Grantor agrees that no structures requiring below-grade footings will be erected in the easement area or in such close proximity to Grantee's facilities as to create a violation of the Wisconsin State electric and gas codes or any amendments to it. Structures with below-grade footings may be placed within the easement area only with Grantee's consent, which consent will not be unreasonably delayed or withheld.

3. Elevation: Grantor agrees that the elevation of the existing ground surface within the easement area will not be permanently altered by more than 4 inches without the written consent of Grantee, request for which shall be promptly considered by Grantee and not unreasonably withheld.

4. Construction; Access:

(a) Grantee shall provide written notice to the Milwaukee County Grounds Facilities Management Division (DAS-FM) prior to the commencement of work within the easement area by Grantee. Said notice shall indicate the anticipated start date and duration of the proposed work and include; plans showing the location, depth, type of installation, trees and shrubs within line or easement area, drawings and specifications detailing construction methodology, the erosion and sedimentation control plan and the preservation and restoration methods to be employed. These shall be reviewed and approved by Grantor within 14 days from receipt of the plans and prior to commencing any construction activities. Violation of the aforementioned conditions during periods of emergency shall not result in cancellation or penalty. Within 24 hours of an incident constituting an emergency, Grantee shall give notice to Grantor, of such emergency.

(b) No trees, shrubs or vegetation adjacent to the easement area shall be removed, trimmed or damaged without the written permission of DAS-FM. In that regard, a specific construction and restoration landscaping plan has been reviewed and approved by DAS-FM.

(c) Grantee shall secure and pay for all permits required by any governing body or agency before any substantial construction, repair or maintenance work commences; and any modifications, developments, or improvements to the facilities shall be subject to the written approval of DAS-FM and any other required governmental approvals.

(d) All Grantee construction, operation and repairs of the facilities installed within the easement area shall be completed at no expense to the Grantor.

(e) Grantee shall not suffer or permit any construction or mechanics' liens to be filed, or if filed, to remain uncontested, against the fee of the Property, nor against the Grantee's interest in the Property.

(f) Grantee shall be responsible for maintaining the facilities.

(g) It is further understood and agreed that the Grantor or its representatives shall have the right to enter upon the easement area at any time to make any inspection it may deem expedient to the proper enforcement of any term or condition of this easement and for the purpose of performing work related to any public improvement in, upon or along said easement area as the Grantor may deem appropriate provided such improvements do not damage the facilities and appurtenances thereto, including reasonable access to them, installed by the Grantee.

5. **Restoration:** Grantee agrees to restore or cause to have restored the Grantor's land, as nearly as is reasonably possible, to the condition existing prior to such entry by the Grantee or its agents. This restoration, however, does not apply to any trees, bushes, branches or roots which may interfere with Grantee's use of the easement area. Grantee shall exercise reasonable care and attempt to save and preserve any existing landscaping in the easement area, including, without limitation, the trees and bushes located thereon.
6. **Exercise of Rights:** It is agreed that the complete exercise of the rights herein conveyed may be gradual and not fully exercised until sometime in the future, and that none of the rights herein granted shall be lost by non-use.
7. **Relocation of facilities:** In the event that Grantor requires the relocation of Grantee's facilities, the Grantee will relocate such facilities, providing that Grantor provides a reasonably suitable alternate location for such facilities, together with all necessary easement rights to the Grantee for the facilities at their new location. The costs of such facilities relocation shall be paid by Grantor.
8. **Removal of facilities:** In the event that the Grantee's facilities are no longer required to provide electric service, Grantee shall abandon or remove said facilities and restore the easement area at its expense and the easement rights herein granted shall terminate.
9. **Grantor Review:** Grantor, utilizing available data, has reviewed the Grantee's construction plans, but in no way can the Grantor assure complete accuracy. The Grantee shall comply with all state and local laws regarding location and protection of existing utilities. The Grantee shall contact Diggers Hotline, DAS-FM and all applicable municipalities prior to commencing any construction to verify all pertinent easements and existing utility locations within the easement area boundaries.
10. **Indemnification:** It is understood that during the time said facilities are located on the premises of the Grantor pursuant to this grant, We Energies shall indemnify and save the Grantor harmless from any and all claims for injury or death to any person or for damage to property of any person arising out of the installation, operation, reconstruction and maintenance of said facilities; excepting, however, any claims or actions arising out of negligence or willful acts on the part of the Grantor, its employees, agents and invitees.
11. **Environmental Indemnification:** Grantee shall, to the full extent provided for under any environmental laws, rules and regulations, be responsible for any repair, cleanup, remediation or detoxification arising out of any hazardous materials brought onto or introduced into the easement area or surrounding areas by Grantee, its agents or guests. Grantee shall indemnify, defend and hold Grantor harmless from any liability, cost, damage, claim or injury (including reasonable attorney fees) arising therefrom.

12. **“Definition Proposal”**: This easement agreement constitutes a “Definition Proposal” in conformance with Section 2.03 of that certain Easement Agreement between Grantor and Grantee dated December 2, 1996, and recorded in the office of the Register of Deeds for Milwaukee County on December 3, 1996, on Reel 3939, Images 1305 through 1365, as Document No. 7298264.

13. This grant of easement shall be binding upon and inure to the benefit of the heirs, successors and assigns of all parties hereto.

Grantor:

MILWAUKEE COUNTY, a municipal body corporate

By: _____

Print name/title: _____

By: _____

Print name/title: _____

Personally came before me in Milwaukee County, Wisconsin on _____, 2013,
the above named _____, the _____
and _____, the _____
of MILWAUKEE COUNTY, a municipal body corporate by its authority.

Notary Public Signature, State of Wisconsin

(NOTARY STAMP/SEAL)

Notary Public Name (Typed or Printed)

My commission expires: _____

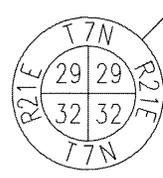
BLUEMOUND ROAD

S 85° 55' 28" W 600.00'
 N 84° 31' 27" W 52.73'
 S 85° 55' 27" W 131.67'
 S 77° 37' 37" W 60.63'
 S 85° 55' 28" W 173.42'

EAST LINE OF SW 1/4 OF SECTION 29 - N 00° 18' 45" W 2666.99'

N 00° 18' 45" W 1370.15'
 FROM SOUTH 1/4 CORNER OF SECTION 29
 TO BEND POINT IN CENTERLINE OF 15' WIDE EASEMENT.

MILWAUKEE
 COUNTY ZOO



S 65° 01' 14" E 400.00'

N 85° 58' 46" E 200.00'

S 03° 01' 14" E 900.00'

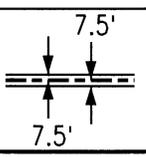
S 01° 01' 14" E 400.00'

S 14° 58' 46" W 524.80'

U.S.H. "45"



KEY



CENTERLINE
 15' WIDE
 EASEMENT

WE ENERGIES - EXHIBIT "A"

15' WIDE EASEMENT IN
 PART OF SECTION 29 & 32, T7N R21E
 CITY OF MILWAUKEE, MILWAUKEE COUNTY, WISCONSIN

DRAWN BY: JIM CLARKE

SCALE: 1" = 250'

DATE: 08-14-2013

ORDER #: 3399847

**COUNTY OF MILWAUKEE
INTEROFFICE COMMUNICATION**

DATE: August 27, 2013
TO: Supervisor Gerry Broderick, Chair, Parks, Energy & Environment Committee
FROM: Gordie Bennett, Sustainability Director, DAS-Facilities Management
SUBJECT: Status Update - Milwaukee County's Green Print (INFORMATIONAL)

Background

The Milwaukee County "Green Print" resolution was approved by the County Board of Supervisors and the County Executive in 2007. The attached table provides status updates on each of the 16 energy and conservation provisions included in the resolution.

Recommendation

No action requested. Informational only unless otherwise directed.

Prepared by: Gordie Bennett, Sustainability Director

Approved by:



Julie Esch, Director of Operations, DAS

Attachment: September 2013 Update - Milwaukee County's Green Print

Cc: Marina Dimitrijevic, County Board Chairwoman
Chris Abele, County Executive
Amber Moreen, Chief of Staff, County Executive
Kelly Bablitch, Chief of Staff, Count Board
John Dargle, Jr., Director, DPRC
Laura Schloesser, Chief of Admin. & Ext. Affairs, DPRC
Scott Manske, Comptroller
Pam Bryant, Capital Finance Manager, Office of the Comptroller
Don Tyler, Director, DAS
Josh Fudge, Interim Fiscal and Budget Administrator, DAS
Daniel Laurila, Fiscal Management Analyst, DAS
Colleen Foley, Corporation Counsel
Jessica Janz-McKnight, Research Analyst, County Board

Stephen Cady, Fiscal and Budget Analyst, County Board
Gary Waszak, Interim Director, DAS-Facilities Management
Alexis Gassenhuber, Clerk, Parks, Energy & Environment Committee

September 2013 Update – Milwaukee County’s Green Print

Key: ● Met/meeting ◀ Making progress ○ Needs improvement

Focus Area	Provision	Progress Since January 2013
Performance Contracting / Construction	1. Adopt performance contracting to review and retrofit 20% of County public buildings annually with high-performance, energy efficient technology.	▶ As of January 2013, Milwaukee County has implemented guaranteed energy saving performance contracts (GESPCs) in 82 facilities consisting of over 5.5M gross square feet. Additional GESPC underway at the Community Corrections Facility South.
	2. After paying for performance contracting, allocate 50% of savings from energy conservation toward future energy efficiency projects.	○ As noted in previous Green Print status updates, action on this provision has been temporarily postponed.
	3. Require that county-supported construction projects meet Leadership in Energy and Environment Design (LEED) standards by 2008.	○ Milwaukee County continues to incorporate sustainable design into its construction projects. DOT-Airport is pursuing certification for the GMIA Baggage Claim Building Remodeling project under the LEED 2009 New Construction & Renovations rating system.
Resource Management	4. Review storm water management plan with Milwaukee Metropolitan Sewerage District (MMSD) to reduce amount of storm water runoff from County facilities and adopt plans to manage runoff from new development projects.	● DOT is testing the use of permeable block mats on road shoulders to remove grit and pollutants from storm water runoff. In addition, the conceptual design of McKinley Marina paved surfaces integrates storm water best management practices throughout the site.
	5. Examine potential use of “gray water.”	▶ New greenhouses at Mitchell Park are being designed to include cisterns to capture and re-use rainwater.
	6. Place receptacles for recyclable materials in Milwaukee County Parks where applicable.	▶ In 2013, Milwaukee County has diverted approx. 30% of its municipal solid waste from the landfill. Milwaukee County’s Recycling Team will re-convene starting fall 2013. The purpose of the team is to study and recommend cost-effective ways for decreasing waste generation and increasing reuse and recycling in County properties, including parks. The team last met in spring 2012.

September 2013 Update – Milwaukee County’s Green Print

Key: ● Met/meeting ◀ Making progress ○ Needs improvement

Focus Area	Provision	Progress Since January 2013
Alternative Energy	7. Create plan to return areas of park land, not actively used by the public, to native grassland and prairie reserve areas that require no physical maintenance or the burning of fossil fuels.	▶ Parks' Natural Areas Program has received four restoration grants this year. Grants will support installation of 52 acres of prairie plantings, 200 acres of invasive species control, aquatic invasive species inventories of 51 lagoons and 10.6 miles of lake front, expansion of pollinator garden at Juneau Park, and reforestation of 5 acres in Grant Park.
	8. Examine use of renewable energy sources such as wind and solar power for Milwaukee County facilities.	▶ To date, Milwaukee County has implemented 6 solar photovoltaic (PV) systems and 3 solar hot water systems. In total, the systems generate about 104,000 kWh of clean, renewable power per year – roughly equivalent to the electricity used to power 10 homes. A solar PV system is being integrated into Milwaukee Public Museum's new southern façade. The 98 kW system is expected to generate 102,000 kWh of solar power for the Museum.
Alternative Energy	9. Purchase, when applicable, new cleaner technology fleet vehicles that use alternative fuels such as bio-fuels, hybrids, and plug-in hybrids.	▶ MCTS is adding 55 new clean diesel buses to its fleet in 2013. Compared to older buses, clean diesel buses emit: 80% less particulate matter, 95% less oxides of nitrogen, and 88% less non-methane hydrocarbons.
	10. Seek grants for energy efficiency and renewable energy projects.	● In 2013, Milwaukee County has applied for and received \$39,787 in energy efficiency and renewable energy incentives through Wisconsin's Focus on Energy. The projects supported by these incentives have helped the County avoid 166,244 kWh of electric use and 32,875 therms in natural gas use.

September 2013 Update – Milwaukee County’s Green Print

Key: ● Met/meeting ◀ Making progress ○ Needs improvement

Focus Area	Provision	Progress Since January 2013
<p>Education</p>	<p>11. Improve staff awareness of green initiatives and programs.</p>	<p>▶ Milwaukee County continues to raise environmental awareness in the community by hosting annual events like the Green Living Festival at Mitchell Park Domes, Earth Day celebration at Wehr Nature Center, and the Zoo’s Party for the Planet. Staff from DAS-Environmental Services and the Office of Sustainability gave presentations on the County’s innovative storm water, energy, and alternative fuel vehicle programs at regional and national conferences.</p> <p>The Office of Sustainability has established Facebook (MKECOSustain) and Twitter (@MKECOSustain) pages to inform staff and community members about these and other environmental stewardship efforts.</p>
	<p>12. Encourage staff to participate in education efforts that support green initiatives at work and home.</p>	<p>▶ In April 2013, Executive Abele launched the “Kill-a-Watt” Challenge to reduce Milwaukee County electricity use by 2% from May–October 2013. To date, electricity use in the County’s Top 20 most energy-consuming facilities (excluding the Courthouse Complex) is down by over 5% relative to 2012.</p>
<p>Staffing / Resources</p>	<p>13. Establish Sustainability Director position responsible for overseeing Milwaukee County energy and conservation initiatives and helping departments comply with Green Print provisions.</p>	<p>● Gordie Bennett became Milwaukee County’s Sustainability Director on February 11, 2013. He oversees the administration, development and management of County sustainability initiatives, including resource conservation programs such as the “Kill-a-Watt” Challenge. Gordie will re-convene and facilitate the County’s Recycling Team and Energy Management Team, and he serves as ex officio member of City of Milwaukee’s Green Team.</p>

September 2013 Update – Milwaukee County’s Green Print

Key: ● Met/meeting ◀ Making progress ○ Needs improvement

Focus Area	Provision	Progress Since January 2013
<p>Energy Efficiency Audits</p>	<p>14. Perform internal energy efficiency audits of County departments and report recommendations and initiatives that have already taken place.</p>	<p>▶ Total energy use (gas, electric, and steam) in Milwaukee County facilities was almost 10% less in 2012 compared to 2007, when the Green Print resolution was approved. During 2012, the County avoided over \$1.7M in energy costs through efficiency and conservation initiatives.</p> <p>Milwaukee County’s Energy Management Team will re-convene in fall 2013. The purpose of the team is to study and recommend cost-effective ways for managing energy resources consumed by the County. The team last met in summer 2012.</p>
<p>Procurement</p>	<p>15. Enact results of Green Purchasing Task Force established by Resolution File 06-329 that calls for use of environmentally preferable products.</p> <p>16. Replace traffic signals and signs with Light Emitting Diodes (LEDs) during regularly scheduled maintenance.</p>	<p>○ As noted in previous Green Print status updates, County has not adopted policy on environmentally preferable purchasing. A draft policy was prepared in 2009, but has not been formally adopted by the County Board as a resolution.</p> <p>● As noted in previous Green Print status updates, 100% of traffic lights under jurisdiction of DOT are LEDs. Other locations where LED lighting has been recently installed include Root River Parkway, Timmerman Airport, GMIA, and the Sports Complex.</p>

1 By Supervisors Schmitt and Broderick

2 File No. 13-724

3 **A RESOLUTION**

4 Authorizing the Department of Parks, Recreation and Culture (DPRC) to rename
5 a 55.4-acre parcel of the County Grounds as the "County Grounds Park", and
6 authorizing the purchase of all necessary new signage related to the area.

7 WHEREAS, Milwaukee County is committed to preserving and maintaining its
8 natural resources and habitats; and

9 WHEREAS, the Milwaukee County Grounds area has been the location for
10 increasing development activity and projects; and

11 WHEREAS, designating a 55.4-acre parcel of the County Grounds as the "County
12 Grounds Park" will create definitive boundaries and landmarks that will preserve the
13 natural areas and limit unwarranted development; and

14 WHEREAS, the 55.4-acre parcel of land has been informally known as the
15 "County Grounds Park" to its occupants and visitors; and

16 WHEREAS, there are three trailheads located at the western side of the parcel on
17 the new Discovery Parkway, with the main entry point located at the intersection of
18 Swan Boulevard and Discovery Parkway on the area's northern border; and

19 WHEREAS, new signage would be required to clearly identify the area as a
20 County park for public use; now, therefore,

21 BE IT RESOLVED, that the Milwaukee County Board of Supervisors hereby
22 names the designated 55.4 acres of land on the County Grounds to be "County
23 Grounds Park"; and

24 BE IT FURTHER RESOLVED that the DPRC shall operate and maintain the land
25 as a public park within the County Parks System; and

26
27 BE IT FURTHER RESOLVED that any costs associated with renaming this land,
28 including new signage, shall be absorbed within the DPRC's operating budget.
29

MILWAUKEE COUNTY FISCAL NOTE FORM

DATE: September 3, 2013

Original Fiscal Note

Substitute Fiscal Note

SUBJECT: A resolution authorizing DPRC to rename a parcel of the County Grounds to the "County Grounds Park" and provide appropriate new signage for the area

FISCAL EFFECT:

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

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

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

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

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

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

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

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

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

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

DESCRIPTION OF FISCAL EFFECT

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

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

Approval of this resolution will result in no fiscal impact, since all associated costs will be absorbed within the DPRC's budget.

Department/Prepared By Jessica Janz-McKnight, Research Analyst, County Board

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.

Swan Boulevard

Northern (Main) Trailhead

Central Trailhead

Southern Trailhead

MILWAUKEE COUNTY PARKS - 55.4 Acres
Open Space/Native Habitat

Cemetery

MMSD

MILW CNTY-WE ENERGIES OPTION TO PURCHASE

SEWRPC DESIGNATED ISOLATED NATURAL RESOURCE AREA

UWM

COUNTY GROUNDS PARK

RMD



NTS

Page 1 of 10 October 8, 2014



County of Milwaukee
Interoffice Communication

Date: September 6, 2013

To: Supervisor Gerry Broderick, Chairman, Committee on Parks, Energy and Environment

From: Josh Fudge, Fiscal and Budget Administrator

Subject: Due Diligence Report for Lease Agreement with Summit Educational Association, Inc. (Summit) at Kosciuszko Community Center - UPDATE

Background

In 2006, the Department of Parks, Recreation, and Culture (Parks) agreed to lease a portion of the Kosciuszko Community Center to Summit to provide educational programming, mentoring and one-on-one tutoring to Milwaukee children. A one-year lease was signed in August 2011. An amendment to extend the agreement through July 2013 was agreed in November 2012. Parks is requesting authority to enter into a long-term lease with Summit.

Review & Analysis

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

The terms of the proposed agreement are substantively similar to the terms of the 2011 lease and 2012 extension.

Per the terms of the proposed agreement, Summit would lease 4,684 square feet (approximately 10% of the space at the facility) of the Kosciuszko Community Center for a term of five (5) years concluding on August 31, 2018, with no provision for extension. The agreement may be terminated by the County if Summit breaches the agreement and continues to breach for 30 days after notification by the County. Summit would pay the County an annual sum of \$23,000 for rent. Summit would also pay the County 6% of the cost of the utilities for the facility, increasing 1% annually to a maximum of 10%. Based on the actual utility cost the past three years, the annual reimbursement is expected to be approximately \$2,500 to \$4,000. Additionally, Summit would contribute \$1,500 (increasing by \$100 each year of the term) to a dedicated fund for the purpose of maintaining and enhancing the leased premises. The fund would be jointly controlled by Summit and Parks. Upon termination of the lease, the County would receive any remaining funds in the account.

Summit would only be able to use the center during their normal operating hours (9:00 a.m. to 8:00 p.m. Monday through Friday and 9:00 a.m. to 2:00 p.m. Saturdays during the academic year). The center manager would have the authority to allow

Summit to occasionally use the facility outside the regularly scheduled programming hours.

Summit would also be responsible for necessary repairs and replacements for most items in the area covered by the lease, to the extent they are caused by activities of Summit. This includes, but is not limited to lighting, doors, hardware, windows, and fixtures.

Applicable portions of the requirements of MCGO 32.88(4) are listed below:

Letter of Full Disclosure

Summit provided a letter outlining their intention to comply with the provisions of MCGO 32.88 and attached the required documentation.

Cash Flow Projections

Summit provided monthly income/expense statements for the period of March 2011 to March 2013. Since Summit's activity under the proposed contract is the same as their activity at Kosciuszko Community Center in the last seven years, DAS believes that the submitted income/expense statements are reasonable cash flow projections for future years. The financial information shows that Summit registered an operating loss of \$9,307 in Calendar Year 2011. Donations and other revenue covered 97% of expenditures. In 2012, Summit achieved an operating loss of \$2,104. Through the first three months of 2013, Summit's revenues have exceeded expenditures by \$33,517. It should be noted that Summit's main source of revenue (private donations) varies greatly throughout the year. In response to the small losses of the past two years, Summit has added an additional fundraising event and reduced the amount of anticipated revenue from their annual campaign. DAS has reviewed Summit's proposed budget for 2013 (which includes revenues \$16,865 in excess of expenditures). The budget appears to be reasonably accurate. The financial data provided shows no significant risk of potential failure to meet the financial terms of the proposed agreement.

County Operating Budget Impact

The County would receive approximately \$27,500 annually per the terms of the agreement. This includes \$23,000 in rent and \$4,500 to cover utilities for the portion of the facility leased to Summit.

Debt Management

According to Summit's audited financial statements as of December 31, 2011 (the most recent available), Summit holds no debt and has no long term liabilities.

Legal Liability

Summit provided a letter from its Vice President and Legal Consultant stating that Summit has no outstanding legal liability or known issues.

Financial Reporting Systems

Summit retains a CPA to manage their monthly financials. A separate accounting firm is retained to perform an annual audit.

Right-To-Audit Provisions

Summit stated in their letter of full disclosure that Milwaukee County may audit its records pertaining to any lease agreement Summit maintains with the County. Section 11 of the proposed agreement also states that the County may audit Summit's records pursuant to MCGO 56.30(6)(e).

Project Feasibility

No feasibility study was conducted. Summit has successfully utilized the Kosciuszko Community Center to provide educational services for local children and families. DAS believes that Summit's record for the past seven (7) years demonstrates that the proposed lease is feasible.

Key Factors for Success

The venture will continue to be successful if Summit is able to raise sufficient funds and provide high quality tutoring and mentoring services for local youth.

Governance Structure and Procedures

Summit is a 501(c)(3) non-profit corporation in the State of Wisconsin. It is governed by a 12 member Board of Directors. The current President of the Board of Directors is Ruth McGwire. Day-to-day operations are managed by Executive Director Matt Smyczek. Summit also provided their bylaws, articles of incorporation, and policy and procedure handbook. DAS has reviewed these documents and no areas of potential concern were identified.

Public Policy Impacts

Approval of the lease and successful programming by Summit would lead to an increased level of education of children in Milwaukee, a higher probability of completing high school education, and increased opportunities for lifelong success.

Employee/Labor Relations Impacts

Summit states that they are not involved in any labor contracts. Certain employees of the Parks Department will likely need to devote staff time to ensuring that the County is fulfilling the terms of the agreement. A need for additional County staff is not anticipated.

Environmental Concerns

No potential environmental concerns have been identified.

Tax Consequences

Summit is a 501(c)(3) non-profit organization.

Capital Management

Summit does not maintain a capital budget. Per the terms of the proposed agreement, the County is responsible for capital repairs to the facility. The proposed use of the facility is not expected to increase the need for Capital Improvements.

Conflict of Interest/Ethics

Summit has stated they are aware of the Milwaukee County Ethics Code and to their knowledge no potential conflicts of interest exist.

Performance Measurements

Summit uses a variety of performance measures to track the achievement of students and the effectiveness of their programs.

Org Chart / Mission Statement

Summit provided an organizational chart. Their mission statement is:

“Established in 1990, Summit is a public non-profit corporation that works with inner-city families to establish high goals for the educational excellence and character development of their children. We treat each student with "A. V.I.P." service, that is, we focus on "Academics" and "Virtues" by means of "Individual Attention," with a great deal of support given to the "Parents," who are the primary educators. Summit fosters relationships between dedicated mentors, children, and their parents to encourage the child's intellectual, cultural, and moral growth through tutoring, recreation, and personal friendship.”

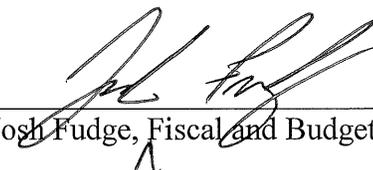
Name of Bank to Determine Single or Combined Reporting

Summit maintains financial accounts at Associated Bank, N.A, 200 N. Adams St, Green Bay, WI, 54307-9097.

Recommendation

Upon review of the available information, DAS recommends approval of the proposed lease, with the following recommendation:

1. The Office of the Comptroller is in the process of determining if general obligation bonds (bonds) were used to finance improvements for the Kosciuszko Park Community Center. In order to ensure that there are no liabilities related to the proposed lease and any potential outstanding bonds, DAS recommends that any final agreement be made contingent upon the inclusion of the Comptroller's review and recommendations.



Josh Fudge, 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
John Dargle, Director, Parks, Recreation & Culture
Laura Schloesser, Chief of Admin & External Affairs, Parks, Recreation, & Culture
Suzanne Carter, Contracts Services Officer, Parks, Recreation, & Culture
Don Tyler, Director, Department of Administrative Services
Jessica Janz-McKnight, Research Analyst, County Board
Stephen Cady, Fiscal and Budget Analyst, County Board
Scott Manske, Comptroller
Pamela Bryant, Capital Finance Manager, Office of the Comptroller

CHRIS ABELE, MILWAUKEE COUNTY EXECUTIVE
JOHN DARGLE, JR., INTERIM DIRECTOR OF PARKS, RECREATION AND CULTURE

Date: September 3, 2013

To: Chairwoman Marina Dimitrijevic, County Board of Supervisors

From: John Dargle, Jr., Interim Director, Department of Parks, Recreation and Culture

Subject: **Lease Agreement with Summit Educational Association, Inc. - ACTION**

POLICY

The Department of Parks, Recreation and Culture (DPRC) is seeking authorization to enter into a Lease Agreement with Summit Educational Association, Inc. (Summit) for use of certain parts of Kosciuszko Community Center.

BACKGROUND

The DPRC and Summit have had a mutually-beneficial partnership for many years at Kosciuszko Community Center (Center). Summit is a 501(c)3 not-for-profit privately funded agency that provides tutoring and mentoring to youth in Milwaukee.

Summit occupies 4,684 square feet, or 10%, of the Center with use of classrooms, common rooms, gymnasium and restroom facilities. The term of this Lease is just short of five years from November 1, 2013 through August 31, 2018. Rent is \$23,000 annually in years one through four and will be pro-rated in year five to account for the shortened year so the Lease expiration corresponds to the academic year. Summit has agreed to partially reimburse the DPRC for cost of utilities used up to 10% of the total cost for the Center. The parties have agreed to phase-in utility payments over the term of the agreement with a reimbursement of 6% of the total utility cost in year one, 7% in year two, 8% in year three, 9% in year four, and capped at 10% in year five.

Summit will pay an increasing annual payment towards a separate maintenance fund that will be used to enhance their Lease space or common areas used by them. Contributions will be \$1500 in year one, \$1600 in year two, \$1700 in year three, \$1800 in year four, and \$1900 in year five. Withdrawals from this fund will require joint signatures of Summit and the Parks Director.

RECOMMENDATION

The Interim Director respectfully recommends that the County Board of Supervisors and County Executive approve the Lease Agreement with Summit Educational Association, Inc. for use of certain parts of Kosciuszko Community Center. It is further recommended that a maintenance fund be established to enhance the tenant Lease space and common areas used by the tenant.

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

Recommended by:

Approved by:

Laura Schloesser, Chief of
Administration and External Affairs

John Dargle, Jr., Interim Parks
Director

Attachment A – Draft Lease Agreement

cc: County Executive Chris Abele
Amber Moreen, Chief of Staff, County Executive's Office
Kelly Bablitch, Chief of Staff, County Board
Sup. Gerry Broderick, Chair, Parks, Energy & Environment Committee
Sup. Khalif Rainey, Vice-Chair, Parks, Energy & Environment Committee
Daniel Laurila, Fiscal Mgt. Analyst, Admin & Fiscal Affairs/DAS
Alexis Gassenhuber, Parks, Energy & Environment Committee Clerk
Jessica Janz-McKnight, Research Analyst, County Board
Scott Manske, Comptroller, Office of the Comptroller

(ITEM NO.) From the Interim Director, Department of Parks, Recreation and Culture (DPRC) requesting authorization to enter into a Lease Agreement with Summit Educational Association, Inc. for use of certain parts of Kosciuszko Community Center.

A RESOLUTION

WHEREAS, the DPRC and Summit Educational Association, Inc. (Summit) have had a mutually-beneficial partnership for many years; and

WHEREAS, since that time Summit has had a significant positive impact in Kosciuszko Park and surrounding neighborhood; and

WHEREAS, the term of this Lease Agreement is four (4) years and ten (10) months from November 1, 2013 to August 31, 2018; and

WHEREAS, Summit has agreed to pay rent in the amount of \$23,000 annually in years one (1) through four (4) and a pro-rated amount in year five (5) since the Lease expiration date will correspond to the end of the academic year instead of a full 5-year term; and

WHEREAS, Summit and the DPRC has agreed to phase-in partial utility payments by Summit over the term of the Lease Agreement with a reimbursement of 6% of total utility costs in year one, 7% in year two, 8% in year three, 9% in year four and 10% in year five; and

WHEREAS, Summit has agreed to establish a maintenance fund to be used to enhance the leased space and common areas used by the tenant; and

WHEREAS, payments to the maintenance fund will be paid by May 31 of each year and will total \$1500 in year one (1), \$1600 in year two (2), \$1700 in year three (3), \$1800 in year four (4), and \$1900 in year five (5); now, therefore

BE IT RESOLVED, that the Milwaukee County Board of Supervisors hereby authorizes and directs the Interim Parks Director to negotiate and execute the Lease Agreement between Summit Educational Association, Inc.; and

BE IT FURTHER RESOLVED, to ensure there are no liabilities related to the proposed lease and any potential outstanding bonds, the final agreement is contingent upon approval of the Office of the Comptroller; and

44 BE IT FURTHER RESOLVED, that the Department of Administrative Services (DAS)
45 and the Office of the Comptroller are authorized to create a trust account to receive the
46 maintenance fund payments; and

47

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

50

MILWAUKEE COUNTY FISCAL NOTE FORM

DATE: September 3, 2013

Original Fiscal Note

Substitute Fiscal Note

SUBJECT: Authorization to enter into a Lease Agreement with Summit Educational Association, Inc. for use of certain parts of Kosciuszko Community Center.

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. Seeking authorization to enter into a Lease Agreement with Summit Educational Association, Inc. for use of certain parts of Kosciuszko Community Center.
- B. Rent payments are \$23,000 annually for 4 years and pro-rated for year 5. A total of \$7500 will be put into a maintenance fund over the term of the Lease to enhance the Lease space and common areas used by the tenant. Partial utility reimbursement by the tenant will be phased-in with 6% of the total utility cost in year one, 7% in year two, 8% in year three, 9% in year four, and 10% in year five.
- C. None
- D. N/A

Department/Prepared By Laura Schloesser/Chief of Admin & External Affairs, 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.

LEASE AGREEMENT

BETWEEN

MILWAUKEE COUNTY DEPARTMENT OF PARKS, RECREATION AND CULTURE

AND

SUMMIT EDUCATIONAL ASSOCIATION, INC.

This Lease Agreement (the "Agreement") is made and entered into effective November 1, 2013 (the "Effective Date"), by and between the MILWAUKEE COUNTY DEPARTMENT OF PARKS, RECREATION AND CULTURE (the "County" or "Landlord") and the SUMMIT EDUCATIONAL ASSOCIATION, INC. ("Tenant"), 2201 S. 7th St. Room 205, Milwaukee, WI 53215, as represented by: Matt Smyczek, (414) 672-1786. Referenced together the County and the Tenant are the "Parties" to this Agreement.

WITNESSETH

WHEREAS, Tenant is a 501(c)(3) not-for-profit privately funded organization, which exists to provide one-on-one tutoring and mentoring to Milwaukee inner city children; and

WHEREAS, Tenant has been a longtime lessee of the County's Kosciuszko Community Center (the "Center"), located at 2201 S. 7th St., Milwaukee, WI, which has provided housing to Tenant's administrative and programming needs; and

WHEREAS, the Parties recognize the development of a multiple year lease for certain rooms at the Center is advantageous to both Tenant and Landlord; 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 Tenant for and on behalf of Milwaukee County.

NOW THEREFORE, in exchange of the foregoing and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Parties agree as follows:

PROVISIONS

1. **PREMISES:**

Tenant shall lease a portion of the Center, as shown on Exhibit A, with an approximate size of 4,684 square feet (the "Premises"), including the exclusive use of the restrooms within the Premises. All other common use rooms within the Center, including but not limited to the gymnasium and ground floor classrooms, shall be available for use by the Tenant on a scheduled basis with the approval of the Center manager.

2. **TERM:**

The term of this Lease shall commence on the Effective Date and conclude on August 31, 2018 (the "Term").

3. **RENT:**

3.1 **Monthly Rent:**

Tenant shall pay, as rent for the use of the Premises, to County twenty three thousand dollars (\$23,000.00) annually, or one thousand nine hundred sixteen dollars and sixty seven cents (\$1,916.67) in twelve (12) monthly installments; provided, however, that such rent shall be

prorated to reflect the final shortened year of the Lease. Rental payments are due by the fifth (5th) day of the month, first payment due on or before November 5, 2013.

3.2 Maintenance Fund:

Landlord shall maintain a maintenance fund (the "Fund") for the purposes of maintaining and enhancing the Tenant's Premises. Tenant shall contribute the following amounts to the Fund by May 31 during each year of the Lease:

Year One	\$1500
Year Two	\$1600
Year Three	\$1700
Year Four	\$1800
Year Five	\$1900

The Fund shall be jointly controlled by the Landlord and the Tenant. All withdrawals from the Fund for maintenance and/or improvements shall require joint signatures of the Landlord's Parks Director and the Tenant. Tenant shall send Landlord a monthly accounting of the Fund, showing all deposits and withdrawals from the Fund. Upon termination of this Lease for any reason, all funds in the account shall become the sole property of the Landlord.

3.3 Deposit of Monies:

Checks for the annual Maintenance Fee shall be made payable to the Milwaukee County Treasurer and mailed or delivered to: Milwaukee County Parks Department, Milwaukee County Treasurer, 9480 Watertown Plank Rd., Wauwatosa, Wisconsin, 53226.

4. UTILITIES:

4.1 Percentage of Responsibility:

Based upon the Tenant occupying ten percent (10%) of the Kosciuszko Community Center, the Tenant shall contribute the following percentages of the total Utilities (as hereinafter defined) bill for the Center on the escalation schedule as follows:

- 4.1.a. Six percent (6%) of the Center's total Utilities in year one of the contract (2013/14)
- 4.1.b. Seven percent (7%) of the Center's total Utilities in year two of the contract (2014/15)
- 4.1.c. Eight percent (8%) of the Center's total Utilities in year three of the contract (2015/16)
- 4.1.d. Nine percent (9%) of the Center's total Utilities in year four of the contract (2016/17)
- 4.1.e. Ten percent (10%) of the Center's total Utilities in year five of the contract (2017/18)

4.2 Payments of Utilities:

Tenant shall be notified by the Landlord of the actual amount of the Utilities due and owing at the Center and their portion of the bill based on the percentages set forth in Section 4.1 above on a quarterly basis. Payment to the Landlord shall be due within thirty (30) days of receipt of such invoice. "Utilities" shall include electricity, gas, water and sewer.

5. CONDITION OF THE PREMISES:

Landlord makes no representation or warranties that as of the Effective Date, all parts of the Premises, including the plumbing, electrical and other mechanical systems: (a) meet and comply with all federal, state, and local laws, ordinances and regulations; and (b) are in workable and sanitary order and state of repair at the time of delivery to Tenant. Tenant acknowledges that it has been made aware by Landlord that the Premises are hereby leased on an "as-is" basis and may or may not prove to be suitable for all purposes contemplated by Tenant, either now or in the future. Tenant further acknowledges that it has freely inspected the Premises and is aware of their general overall condition.

6. PERMITTED USE OF THE PREMISES:

6.1 Use:

Tenant shall have exclusive use of the Premises for only those activities directly related to its administrative and programming needs, i.e. office use, classrooms, and as meeting-space for educational, recreational and community activities that are conducted by Tenant. No other activities may be conducted on the Premises without the written approval of the Parks Director. No political activities may be conducted upon the Premises at any time.

6.2 Hours:

Tenant may use the Premises only during the Center's normal operating hours, which are Monday through Friday, 9:00 a.m. to 8:00 p.m. year round, and on Saturdays from 9:00 a.m. to 2:00 p.m. during the academic year. Tenant may request authorization from the Center Manager for occasional use of the Premises for programming activities beyond Tenant's regularly scheduled program hours; Center Manager may reject the request at its absolute discretion, without the need to provide any reasons for its lack of acceptance. Tenant also agrees to the fullest extent permitted by law, to indemnify, defend, and hold harmless, County and its agents, officers and employees, from all liability, claims and demands on account of personal injuries, property damage and loss of any kind whatsoever, which arise out of or are in any manner connected to Tenant's use of the Center outside of the Center normal operating hours, which are defined above. Tenant agrees to, 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.

6.3 Supervision, Center Memberships:

Tenant is to provide adequate staffing and supervision and shall have sole supervisory responsibility for its program participants at all times. Tenant's programming participants are not required to have Center memberships for the purposes of this Agreement.

6.4 Grants:

Tenant shall not apply for or receive grants which will conflict with existing programs or activities conducted by other agencies utilizing the Center, or which would place any conditions or requirements upon the County, unless agreed to in writing by the County.

6.5 Compliance with Laws:

Tenant shall, at Tenant's expense, promptly comply with all laws, rules, and regulations made by any governmental authority having jurisdiction over Tenant's use of the Premises pertaining to: (a) the physical condition of any improvements constructed by Tenant on the Premises; and (b) Tenant's administrative and programming activities in the Premises.

6.6 Telephone, Internet Service, Alarm Service:

Tenant may, at Tenant's expense, install and maintain telephone, internet, and alarm services. Tenant agrees to pay for the monthly costs associated with the use of the telephone and internet as well as the monitoring fees of any alarms systems. Installation locations for phones or alarm systems are subject to the approval of Landlord, which approval shall not be unreasonably withheld or delayed.

6.7 Cleanliness:

Tenant is responsible for the daily cleaning and general maintenance of the Premises, and shall provide its own equipment to accomplish this task. County shall be responsible for trash

removal and general maintenance of the common areas, and project cleaning of the Premises including stripping and waxing of floors.

6.8 Collection and Removal of Trash:

Tenant shall be responsible for the collection and placement of all trash, litter and garbage associated with the activities into containers provided by the County. County shall provide for the hauling and disposal of all trash that is properly placed in the County's containers.

6.9 Naming Rights:

Tenant shall not allow or issue "naming rights" to any portion of the Premises or environs for any purposes without the express authority of the County Board of Supervisors. This provision does not preclude the temporary placement of signs or banners, with the Center Manager's prior approval, which shall not be unreasonably withheld, identifying Tenant's program or activities.

6.10 Signage:

Tenant shall use its best effort to acknowledge the Parks Department and include the County Parks logo in all promotional materials, whether print or digital, generated and controlled by Tenant regarding its activities and programming on the Premises and in the Center.

6.11 Cleaning of Public Restrooms:

Landlord shall provide a once daily routine cleaning of Tenant's restrooms. Landlord shall also provide a weekly thorough cleaning of the restrooms and shall provide all supplies and cleaners as needed pursuant to paragraph 2(b) above.

6.12 Inspection by Landlord:

Landlord and its agents shall at all reasonable times have the right to enter the Premises to inspect the condition thereof and to improve or repair, and to make such repairs, alterations, improvements or additions as Landlord may deem necessary or desirable, and Landlord shall be allowed to take all material into and upon the Premises that may be required therefore without the same constituting an eviction of Tenant in whole or in part, and the rent reserved shall not abate while said repairs, alterations, improvements or additions are being made. Nothing contained herein shall be deemed to impose on Landlord any obligation or duty to make repairs or alterations to the Premises except as expressly provided in this Lease.

6.13 Removal of Equipment and Supplies:

Tenant agrees to remove, at Tenant's cost, any personal property and related non-capital items at Lease end, except to the extent that Landlord waives such removal in writing. Improvements installed to the Premises by Tenant shall become the property of Landlord at the termination of this Lease, except to the extent that the Landlord and Tenant agree otherwise in writing. Damage caused to the Premises by any removal of personal property or improvements to the Premises will be repaired by Tenant. If for any reason Tenant 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 Landlord may make such repairs and/or remove, dispose of, or retain such property as Landlord sees fit. It is mutually agreed that Landlord may recover from Tenant any and all reasonable costs related to this Section. Tenant agrees to surrender the Premises in broom-clean condition, subject to ordinary wear and tear and casualty.

6.14 Cross-Checking of Member Applicants:

County shall cross-check prospective applicants against the local convicted sex offender database as a step in the process for issuing membership cards for selected Center programs.

7. MAINTENANCE AND REPAIRS:

7.1 Improvements:

All furniture, equipment, and supplies used by Tenant in the Premises are the responsibility of Tenant. County must approve all modifications to the rooms and installation of any equipment or data lines. County will maintain oversight for all improvements for the purpose of protecting its property and to ensure consistent and compatible paint, carpeting, building materials, architectural and mechanical design. All materials to be used for room modifications must be approved by the County prior to such use, which approval shall not be unreasonably withheld or delayed. All improvements to the Premises will become the property of County, at no expense to County, upon termination of this Agreement. Tenant shall maintain the Premises in good order, including interior cleaning and janitorial services to the Premises and any environs utilized by the Tenant.

7.2 Maintenance and Repairs by Tenant:

Tenant shall, at its expense, during the Term of the Lease, pay for and make all necessary repairs and replacements to the Premises, including, but not limited to, lighting (including light bulbs), the doors, door checks, door hardware, windows, and fixtures, to the extent caused by the Tenant's activities covered under this Agreement, and keep and maintain the same in good condition and repair so that at the expiration of the Term, the Premises shall be surrendered to Landlord in the same condition or better that the same are in at the Effective Date, ordinary wear and tear excepted. All repairs shall be done by licensed tradespersons, with oversight by the County Project Manager. Tenant may contract with Landlord for repairs on a time and materials basis.

7.3 Maintenance and Repairs by Landlord:

Landlord shall also maintain and repair all parking areas, public sidewalks, and all utility systems, which serve the Premises as a whole, but are not a part of the Premises.

7.4 Timing for Repairs:

Tenant shall perform its repair obligations promptly after learning of the need for such repairs, but in any event within thirty (30) days after written notice provided by one Party to the other. If Tenant fails to make such repairs for which it is obligated within thirty (30) days after Landlord's notice, and such failure constitutes a health or safety hazard to the public, or has the potential to cause further damage to the Premises or the Center as a whole, then Landlord shall have the right to make the repair with its own staff or contract with a private company to make the repair, and charge all reasonable costs directly associated with making the repair, to the Tenant (including salary and benefits if done with Landlord's own staff).

8. CASUALTY:

If the Premises, or any portion thereof, are damaged or destroyed by fire, explosion, or any other casualty, which cannot, despite diligent, good faith efforts be repaired or restored within thirty (30) days following the date on which such damage occurs, then Tenant may elect to terminate this Lease effective as of the date of such damage or destruction. If Tenant does not give notice of Tenant's election to terminate, then Landlord shall, subject to the provisions of this section, immediately commence and diligently pursue to completion the repair of such damage so that the Premises are restored to a condition equivalent to that existing immediately prior to such casualty.

Notwithstanding anything contained herein to the contrary, if the Premises are not repaired and restored within one hundred eighty (180) days from the date of damage, Tenant may terminate the Lease at any time before Landlord completes the repairs and delivers the restored Premises to Tenant; provided however, in the event Landlord completes the repairs and delivers the restored Premises to

Tenant within thirty (30) days after receipt of Tenant's notice, Tenant's termination notice shall be deemed null and void.

9. INSURANCE:

Landlord assumes no responsibility for any loss or damage to the Tenant's personal property while in use or stored at or on the Premises. Tenant shall maintain comprehensive liability, workers compensation and automobile liability insurance as required below. Tenant's policies shall not be contributing with or in excess of any coverage that the Landlord may carry on the Premises. The Tenant shall provide the Landlord with evidence of insurance in the following minimum amounts.

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

Milwaukee County will be named as an additional insured for General Liability and be afforded a thirty (30)-day notice of cancellation or non-renewal. 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.

10. INDEMNIFICATION:

To the fullest extent permitted by law, Tenant 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 Tenant, its agents or employees. Tenant 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.

11. **AUDIT:**

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

12. **INTEREST:**

Unless waived by County Board of Supervisors, Tenant shall be responsible for payment of interest on amounts not remitted in accordance with the terms of the Lease with Milwaukee County. 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.

12.1 **Penalty:**

In addition to the interest described above, Tenant may be responsible for payment of penalty on amounts not remitted in accordance with the terms of the Lease with Milwaukee County, as may be determined by the administrator of this Lease, or designee. 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.

12.2 **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. Tenant 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.

12.3 **Nonexclusivity:**

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

13. TERMINATION:

13.1 By Landlord:

Landlord may terminate the Lease if Tenant breaches or fails to perform any of Tenant's obligations under the Lease and the breach or failure continues for a period of thirty (30) days after Landlord has notified Tenant of Tenant's breach or failure; provided that Tenant cannot reasonably cure its breach or failure to perform within the thirty (30) day period and thereafter pursues the cure and effects the cure within a period of time that does not exceed sixty (60) days after the expiration of the thirty (30) day period. In addition, the Lease may be terminated in the event that the Milwaukee County Board of Supervisors, via official action and resolution, elects to close the Center during the Term of this Agreement. In such event, the Tenant shall be afforded an opportunity to present an alternative proposal to the County to continue operating its programs in the Center.

13.2 By Tenant:

Tenant may terminate the Lease if Landlord breaches or fails to perform any of Landlord's obligations under the Lease and the breach or failure continues for a period of thirty (30) days after Tenant has notified Landlord of Landlord's breach or failure; provided that Landlord cannot reasonably cure its breach or failure to perform within the thirty (30) day period and thereafter pursues the cure and effects the cure within a period of time that does not exceed sixty (60) days after the expiration of the thirty (30) day period. In addition, the Lease may be terminated in the event that the Summit Board of Directors, via official action and resolution, elects to move the operations during the Term of this Agreement. In such event, the Tenant shall pay rent until a new contract for this space is signed by another Tenant or for one hundred thirty-five (135) days after written notification by Tenant, whichever time is shorter; provided, however, that the Parties may mutually agree to a longer notice period if Tenant so desires.

14. ASSIGNMENT / SUBLETTING:

Tenant may not assign this Lease, in whole or in part, or sublease any part of the Premises without the prior written approval of the Parks Director.

15. HOLDOVER:

In the event that Tenant remains in possession of the Premises after the expiration of this Lease with the consent of Landlord and without the execution of a new lease, it shall be deemed to be occupying the Premises as a tenant from month-to-month, subject to all of the conditions, provisions and obligations of this Lease insofar as the same are applicable to a month-to-month tenancy until the termination of such tenancy. Tenant shall also pay to Landlord a monthly rental amount equal to the then current market rental rate as established by the Parks Director. Such month-to-month tenancy may be terminated by either Party effective as of any calendar month by twenty-eight (28) days prior written notice to the other Party. If Tenant remains in possession of the Premises without the consent of Landlord or remains in possession of the Premises following the termination of a hold-over month-to-month tenancy created pursuant to the first sentence of this Section, then Tenant shall pay to Landlord a use and occupancy charge equal to two (2) times the then current market rental rate as established by the Parks Director, computed on a daily basis, in addition to all of the other charges provided for hereunder and otherwise subject to the terms and conditions of this Lease. The provisions of this Section shall not be deemed to waive Landlord's right of re-entry or any other right hereunder or at law and shall survive the expiration of the Term of this Lease.

16. NONDISCRIMINATION AND AFFIRMATIVE ACTION:

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 Tenant (or any person claiming under or through Tenant) shall not establish or permit any such practice or practices of discrimination or segregation with reference to the Premises. In accordance with Section 56.17 of the Milwaukee County General Ordinances and Title 41 of the Code of Federal Regulations, Chapter 60, Tenant certifies to the County as to the following:

16.1 Non-Discrimination:

Tenant 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. Tenant 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 Tenant simultaneously with the execution and delivery of the Lease.

16.2 Affirmative Action Program:

Tenant 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. Tenant 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.

16.3 Affirmative Action Plan:

Tenant certifies that if it has 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.

16.4 Non-Segregated Facilities:

Tenant 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.

16.5 Reporting Requirement:

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

16.6 Compliance:

Tenant 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.

17. DISADVANTAGED BUSINESS ENTERPRISES:

The Tenant shall comply with Chapter 42 of the Milwaukee County Code of General Ordinances which requires that the Tenant use good faith efforts to expend seventeen percent (17%) of any property maintenance and improvement funds with Disadvantaged Business Enterprise (DBE) firms listed in the Wisconsin Unified Certification Program Directory, who may supply construction/maintenance services or materials for property maintenance and improvement. In accordance with this Milwaukee County policy, the Tenant shall ensure that certified firms have the

opportunity to participate in the property maintenance and improvement. The efforts employed by the Tenant should be those that one could reasonably expect a Tenant to take if the Tenant were actively and aggressively trying to obtain participation sufficient to meet these established goals. Mere pro forma efforts are not good faith efforts to meet this requirement as detailed in 49 CFR §26.53 and Appendix A to 49 CFR Part. Specifications and required forms are included as attachments. For guidance regarding this requirement, or to obtain a list of certified firms, contact the Community Business Development Partners Department (CBDP) at 414-278-4747. The list of certified firms is also available at <http://app.mylcm.com/wisdot/Reports/WisDotUCPDirectory.aspx>

18. INTERPRETATION:

The laws of the State of Wisconsin shall govern the validity, performance and enforcement of this Lease. If any provision of this Lease is found to be invalid or unenforceable, the remaining provisions of this Lease shall not be affected, thereby, and shall remain in full force and effect as though the invalid or unenforceable provisions were not contained herein; provided that, if said invalid or unenforceable provisions go to the heart of this Lease, then the Lease is terminated. Tenant acknowledges that it has read this Lease and that it has had the opportunity to confer with counsel in negotiating this Lease; accordingly, this Lease shall be construed neither for nor against Landlord or Tenant, but shall be given a fair and reasonable interpretation in accordance with the meaning of its terms.

19. PARTNERSHIP:

Nothing contained in this Lease shall constitute or be construed to create a partnership or joint venture between Landlord or its successors or assigns and Tenant or its successors or assigns. This Lease does not create the relationship of principal and agent or of partnership, of joint venture, or of any association between Landlord and Tenant other than that of Landlord and Tenant.

20. FORCE MAJEURE:

In the event that Landlord shall be delayed or hindered in or prevented from the performance of any act required hereunder by reason of strikes, lockouts, labor troubles, inability to procure materials, failure of power, restrictive governmental laws, regulations orders or decrees, riots, insurrection, war, acts of God, inclement weather, or other reason beyond Landlord's reasonable control, then performance of such act shall be excused for the period of the delay and the period for the performance of any such act shall be extended for a period equivalent to the period of such delay. Such failure to perform shall not be grounds for termination or default.

21. CONFLICT OF INTEREST:

During the Term of this Agreement, Tenant shall not hire, retain, or utilize for compensation any member, officer, or employee of the County or any person, who to the actual knowledge of Tenant, has a conflict of interest. Tenant hereby acknowledges that portion of the 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 officers or employee's, vote, official actions or judgment would be influenced thereby."

22. OFFICIAL 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 Tenant:
Summit Educational Association, Inc.
Matt Smyczek, Executive Director
2201 S. 7th St., Rm 205
Milwaukee, WI 53215

To Landlord:
Milwaukee County Dept of Parks
John Dargle, Interim Director
9480 Watertown Plank Road
Wauwatosa, WI 53226

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

Signature page follows

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

Summit Educational Association, Inc.

by _____ Date _____
Matthew Smyczek, Executive Director

Milwaukee County Dept of Parks, Recreation & Culture

by _____ Date _____
John Dargle, Interim Director

Approved as to form and independent status:

Reviewed by:

By: _____ Date: _____
Corporation Counsel

By: _____ Date: _____
Risk Management

Approved as to Chapter 42 DBE provisions:

By: _____ Date: _____
Community Business
Development Partners

**EXHIBIT A
THE PREMISES**

[See attached.]

EXHIBIT B
EQUAL OPPORTUNITY CERTIFICATE

[See attached.]

CHRIS ABELE, MILWAUKEE COUNTY EXECUTIVE
JOHN DARGLE, JR., INTERIM DIRECTOR OF PARKS, RECREATION AND CULTURE

Date: September 4, 2013

To: Marina Dimitrijevic, Chairwoman, County Board of Supervisors

From: John Dargle, Jr., Interim Director, Department of Parks, Recreation and Culture

Subject: **Authorization to Submit Wisconsin Coastal Management Program Grant Applications - ACTION**

POLICY

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

BACKGROUND

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

The WCMP will make available approximately \$1.5 million in grants during the 2013-14 grant cycle for: coastal wetland protection and habitat restoration; nonpoint source pollution control; coastal resources and community planning; Great Lakes education; and public access and historic preservation. Projects totaling \$60,000 or less require a 50% local match. Projects larger than \$60,000 require a 60% local match. The local match may be in-kind goods or services, cash or a combination of the two.

RECOMMENDATION

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

Prepared by: Bill Waldron, Natural Resources Specialist

Recommended by:

Laura Schloesser, Chief of
Administration and External Affairs

Approved by:

John Dargle, Jr., Interim Parks
Director

cc: County Executive Chris Abele
Amber Moreen, Chief of Staff, County Executive's Office
Kelly Bablitch, Chief of Staff, County Board
Sup. Gerry Broderick, Chair, Parks, Energy & Environment Committee
Sup. Khalif Rainey, Vice-Chair, Parks, Energy & Environment Committee
Daniel Laurila, Fiscal Mgt. Analyst, Admin & Fiscal Affairs/DAS
Alexis Gassenhuber, Parks, Energy & Environment Committee Clerk
Jessica Janz-McKnight, Research Analyst, County Board
Scott Manske, Comptroller, Office of the Comptroller

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

A RESOLUTION

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

WHEREAS, the WCMP will make available approximately \$1.5 million in grants during the 2013-14 grant cycle for: coastal wetland protection and habitat restoration; nonpoint source pollution control; coastal resources and community planning; Great Lakes education; and public access and historic preservation; and

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

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

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

MILWAUKEE COUNTY FISCAL NOTE FORM

DATE: September 3, 2013

Original Fiscal Note

Substitute Fiscal Note

SUBJECT: Authorization to apply, accept and implement State of Wisconsin Coastal Management Grants

FISCAL EFFECT:

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

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

	Expenditure or Revenue Category	Current Year	Subsequent Year
Operating Budget	Expenditure	0	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 authorization to apply, accept and implement Wisconsin Coastal Management Grants
- B. Projects under \$60,000 have a 50:50 state:local match. Projects above \$60,000 have a 60:40 state:local match.
- C. No Impact
- D. None

Department/Prepared By Laura Schloesser/DPRC

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.

CHRIS ABELE, MILWAUKEE COUNTY EXECUTIVE
JOHN DARGLE, JR., INTERIM DIRECTOR OF PARKS, RECREATION AND CULTURE

Date: September 3, 2013

To: Chairwoman Marina Dimitrijevic, County Board of Supervisors

From: John Dargle, Jr., Interim Director, Department of Parks, Recreation and Culture

Subject: **Authorization to Apply for, Accept and Implement U.S. Fish and Wildlife Service National Fish Passage Program Grants - ACTION**

POLICY

The Interim Parks Director is seeking authorization to apply for, accept and implement one or more U.S. Fish and Wildlife Service National Fish Passage Program grants.

BACKGROUND

The U.S. Fish and Wildlife Service Fisheries Program's National Fish Passage Program is a voluntary, non-regulatory conservation assistance program that provides financial and technical assistance to remove or bypass artificial barriers that impedes the movement of fish and other aquatic species and contribute to their decline.

The goal of the program is to restore native fish and other aquatic species to self-sustaining levels by reconnecting habitat that barriers have fragmented, where such reconnection would not result in a net negative ecological effect such as providing increased habitat to aquatic nuisance species. Fish passage projects restore unimpeded flows and fish movement by removing barriers or providing ways for aquatic species to bypass them. The program works with Federal, State, local, and tribal agencies, as well as private partners and stakeholders. Objectives are:

- to implement cooperative and environmentally sound fish passage projects that benefit Federal trust species;
- to act as a catalyst for stewardship of fisheries resources through leadership, coordination, and partnerships; and
- to increase public understanding of problems affecting fish passage and build support for actions that improve fish passage.

The U.S. Fish and Wildlife Service seeks to secure at least 50 percent of total project costs from its partners. Matches may be in-kind services or cash.

RECOMMENDATION

The Interim Parks Director respectfully recommends that the Department of Parks, Recreation and Culture be authorized to apply for one or more U.S. Fish and Wildlife National Fish Passage Program grants, and to undertake all actions and activities necessary to accept and implement any such grants awarded.

Prepared by: Bill Waldron, Natural Resources Specialist

Recommended by:

Approved by:

Laura Schloesser, Chief of
Administration and External Affairs

John Dargle, Jr., Interim Parks
Director

cc: County Executive Chris Abele
Amber Moreen, Chief of Staff, County Executive's Office
Kelly Bablitch, Chief of Staff, County Board
Sup. Gerry Broderick, Chair, Parks, Energy & Environment Committee
Sup. Khalif Rainey, Vice-Chair, Parks, Energy & Environment Committee
Daniel Laurila, Fiscal Mgt. Analyst, Admin & Fiscal Affairs/DAS
Alexis Gassenhuber, Parks, Energy & Environment Committee Clerk
Jessica Janz-McKnight, Research Analyst, County Board
Scott Manske, Comptroller, Office of the Comptroller

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(ITEM NO.) From the Interim Director, Department of Parks, Recreation and Culture (DPRC), seeking authorization to apply for one or more U.S Fish and Wildlife Service National Fish Passage Program grants by recommending adoption of the following:

A RESOLUTION

WHEREAS, the U.S. Fish and Wildlife Service Fisheries Program’s National Fish Passage Program is a voluntary, non-regulatory conservation assistance program that provides financial and technical assistance to remove or bypass artificial barriers that impedes the movement of fish and other aquatic species and contribute to their decline; and

WHEREAS, the goal of the program is to restore native fish and other aquatic species to self-sustaining levels by reconnecting habitat that barriers have fragmented, where such reconnection would not result in a net negative ecological effect such as providing increased habitat to aquatic nuisance species; and

WHEREAS, fish passage projects restore unimpeded flows and fish movement by removing barriers or providing ways for aquatic species to bypass them. The program works with Federal, State, local, and tribal agencies, as well as private partners and stakeholders; and

WHEREAS, program objectives are:

- To implement cooperative and environmentally sound fish passage projects that benefit Federal trust species;
- To act as a catalyst for stewardship of fisheries resources through leadership, coordination, and partnerships; and
- To increase public understanding of problems affecting fish passage and build support for actions that improve fish passage.

; and

WHEREAS, The U.S. Fish and Wildlife Service seeks to secure at least 50 percent of total project costs from its partners. Matches may be in-kind services or cash.

WHEREAS, the Interim Parks Director respectfully recommends that the Parks Department be authorized to apply for, accept and implement one or more U.S. Fish and Wildlife Service National Fish Passage Program grants; now, therefore

43 BE IT RESOLVED, that the DPRC is hereby authorized to apply for one or more U.S.
44 Fish and Wildlife Service National Fish Passage Program grants, and to undertake all
45 actions and activities necessary to accept and implement any such grants awarded.

MILWAUKEE COUNTY FISCAL NOTE FORM

DATE: September 3, 2013

Original Fiscal Note

Substitute Fiscal Note

SUBJECT: Department of Parks, Recreation and Culture is seeking authorization to apply for, accept and implement U.S. Fish and Wildlife Service National Fish Passage Program grants.

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. Parks is seeking authorization to apply for, accept and implement U.S. Fish and Wildlife Service National Fish Passage Program grants.
- B. U.S. Fish and Wildlife Service National Fish Passage Program grant funds are awarded on a 50:50 federal:local cost-share basis.
- C. No impact
- D. None

Department/Prepared By Bill Waldron, Natural Resources Specialist, DPRC

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.

CHRIS ABELE, MILWAUKEE COUNTY EXECUTIVE
JOHN DARGLE, JR., INTERIM DIRECTOR OF PARKS, RECREATION AND CULTURE

Date: September 3, 2013

To: Chairwoman Marina Dimitrijevic, County Board of Supervisors

From: John Dargle, Jr., Interim Director, Department of Parks, Recreation and Culture

Subject: **Authorization to Apply for, Accept and Implement Transportation Alternatives Program Grants - ACTION**

POLICY

The Interim Parks Director is seeking authorization to apply for, accept and implement one or more Transportation Alternatives Program (TAP) grants.

BACKGROUND

The Transportation Alternatives Program allocates federal funds to transportation improvement projects that "expand travel choice, strengthen the local economy, improve the quality of life, and protect the environment." TAP is a new legislative program that was authorized in 2012 by federal transportation legislation, the Moving Ahead for Progress in the 21st Century Act (MAP-21). With certain exceptions, projects that met eligibility criteria for the Safe Routes to School Program, Transportation Enhancements, and/or the Bicycle & Pedestrian Facilities Program will be eligible TAP projects. The Parks Department has successfully applied for and implemented a number of Transportation Enhancement projects over the past twenty years for improvements to the Oak Leaf Trail System.

TAP is a reimbursement program and funds are awarded on a 80:20 federal:local cost-share basis. The Wisconsin Department of Transportation, the agency that administers TAP in Wisconsin, anticipates accepting TAP applications beginning in October 2013, with awards announced in early 2014.

RECOMMENDATION

The Interim Parks Director respectfully recommends that the Department of Parks, Recreation and Culture be authorized to apply for one or more TAP grants, and to

undertake all actions and activities necessary to accept and implement any TAP grants awarded.

Prepared by: Bill Waldron, Natural Resources Specialist

Recommended by:

Approved by:

Laura Schloesser, Chief of
Administration and External Affairs

John Dargle, Jr., Interim Parks
Director

cc: County Executive Chris Abele
Amber Moreen, Chief of Staff, County Executive's Office
Kelly Bablitch, Chief of Staff, County Board
Sup. Gerry Broderick, Chair, Parks, Energy & Environment Committee
Sup. Khalif Rainey, Vice-Chair, Parks, Energy & Environment Committee
Daniel Laurila, Fiscal Mgt. Analyst, Admin & Fiscal Affairs/DAS
Alexis Gassenhuber, Parks, Energy & Environment Committee Clerk
Jessica Janz-McKnight, Research Analyst, County Board
Scott Manske, Comptroller, Office of the Comptroller

(ITEM NO.) From the Interim Director, Department of Parks, Recreation and Culture (DPRC), seeking authorization to apply for one or more Transportation Alternatives Program grants by recommending adoption of the following:

A RESOLUTION

WHEREAS, the Transportation Alternatives Program (TAP) allocates federal funds to transportation improvement projects that “expand travel choice, strengthen the local economy, improve the quality of life, and protect the environment.”; and

WHEREAS, TAP is a new legislative program that was authorized in 2012 by federal transportation legislation, the Moving Ahead for Progress in the 21st Century Act (MAP-21); and

WHEREAS, with certain exceptions, projects that met eligibility criteria for the Safe Routes to School Program, Transportation Enhancements, and/or the Bicycle & Pedestrian Facilities Program will be eligible TAP projects; and

WHEREAS, the Parks Department has successfully applied for and implemented a number of Transportation Enhancement projects over the past twenty years for improvements to the Oak Leaf Trail System; and

WHEREAS, TAP is a reimbursement program and funds are awarded on a 80:20 federal:local cost-share basis; and

WHEREAS, the Wisconsin Department of Transportation, the agency that administers TAP in Wisconsin, anticipates accepting TAP applications beginning in October 2013, with awards announced in early 2014; and

WHEREAS, the Interim Parks Director respectfully recommends that the DPRC be authorized to apply for one or more TAP grants; now, therefore

BE IT RESOLVED, that the DPRC is hereby authorized to apply for one or more TAP grants, and to undertake all actions and activities necessary to accept and implement any TAP grants awarded.

MILWAUKEE COUNTY FISCAL NOTE FORM

DATE: September 3, 2013

Original Fiscal Note

Substitute Fiscal Note

SUBJECT: Department of Parks, Recreation and Culture is seeking authorization to apply for, accept and implement Transportation Alternatives Program grants.

FISCAL EFFECT:

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

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

	Expenditure or Revenue Category	Current Year	Subsequent Year
Operating Budget	Expenditure	0	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. Seeking authorization to apply for, accept and implement Transportation Alternatives Program grants.
- B. TAP is a reimbursement program and funds are awarded on a 80:20 federal:local cost-share basis.
- C. No impact
- D. None

Department/Prepared By Bill Waldron, Natural Resources Specialist, 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.

CHRIS ABELE, MILWAUKEE COUNTY EXECUTIVE
JOHN DARGLE, JR., INTERIM DIRECTOR OF PARKS, RECREATION AND CULTURE

Date: September 3, 2013

To: Chairwoman Marina Dimitrijevic, County Board of Supervisors

From: John Dargle, Jr., Interim Director, Department of Parks, Recreation and Culture

Subject: Use Agreement with the Boys & Girls Clubs of Greater Milwaukee - ACTION

POLICY

The Department of Parks, Recreation and Culture (DPRC) is seeking authorization to enter into a Use Agreement with the Boys & Girls Clubs of Greater Milwaukee (BGC) for use of Sherman Park Field and surrounding areas.

BACKGROUND

The DPRC and the BGC have had a partnership in Sherman Park for over 20 years. The BGC made a substantial investment in the construction of the main facility that houses their agency. The programming provided by the BGC has positively impacted the community and their presence in the park is of great value.

BGC approached the DPRC with an opportunity for them to secure funding for improvements to the Sherman Park softball/baseball field and surrounding area. Two grants have been awarded to BGC; one from Major League Baseball and the other from the Brewers Community Foundation. The proposed improvements include a complete field surface renovation, irrigation, fencing, dugouts, scoreboard, storage shed improvements, and light fixture updates.

In the Use Agreement, the BGC agrees to pay the DPRC fifty percent (50%) of the standard baseball or softball hourly fee then in effect for its use of the field and the BGC will receive a \$5,000 annual credit. The total credit value of \$25,000 over the term of this agreement would be an acknowledgement of their capital investment for improvements to the park. The DPRC agrees to allow preferred but non-exclusive use of the field to BGC for the five (5) year term of the agreement. Also, BGC has agreed to pay 90% of utilities associated with the field. The DPRC and BGC will share maintenance responsibilities.

RECOMMENDATION

The Interim Director respectfully recommends that the County Board of Supervisors and County Executive authorize the negotiation and execution of a Use Agreement with the Boys & Girls Clubs of Greater Milwaukee for the purpose of improving Sherman Park.

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

Recommended by:

Approved by:

Laura Schloesser, Chief of
Administration and External Affairs

John Dargle, Jr., Interim Parks
Director

Attachment A – Draft Use Agreement

cc: County Executive Chris Abele
Amber Moreen, Chief of Staff, County Executive's Office
Kelly Bablitch, Chief of Staff, County Board
Sup. Gerry Broderick, Chair, Parks, Energy & Environment Committee
Sup. Khalif Rainey, Vice-Chair, Parks, Energy & Environment Committee
Sup. Michael Mayo, Sr., District 7
Daniel Laurila, Fiscal Mgt. Analyst, Admin & Fiscal Affairs/DAS
Alexis Gassenhuber, Parks, Energy & Environment Committee Clerk
Jessica Janz-McKnight, Research Analyst, County Board
Scott Manske, Comptroller, Office of the Comptroller

1
2
3
4 (ITEM NO.) From the Interim Director, Department of Parks, Recreation and Culture
5 (DPRC) requesting authorization to enter into a Use Agreement with the Boys and Girls
6 Clubs of Greater Milwaukee (BGC) for certain parts of Sherman Park.

7
8 A RESOLUTION

9
10 WHEREAS, in 1990, the DPRC and the BGC entered into a lease agreement and
11 partnership in Sherman Park for the construction and operation of a BGC Legacy Location;
12 and

13
14 WHEREAS, since that time BGC has had a significant positive impact in Sherman
15 Park and surrounding neighborhood; and

16
17 WHEREAS, BGC is committed to further improving Sherman Park by renovating the
18 softball/baseball field; and

19
20 WHEREAS, BGC has secured funding to cover 100% of the cost of the field
21 renovation; and

22
23 WHEREAS, the term of this Agreement is five years; and

24
25 WHEREAS, BGC has agreed to pay fifty percent of the hourly baseball or softball
26 rate then in effect for its use of the field and the BGC will receive a \$5,000 annual credit;
27 and

28
29 WHEREAS, the total credit value of \$25,000 over the term of the Agreement will be
30 an acknowledgement of BGC's capital investment for improvements to the park; and

31
32 WHEREAS, the BGC will have preferred, but not exclusive, use of the field; and

33
34 WHEREAS, the BGC agrees to pay 90% of utilities associated with the field; and

35
36 WHEREAS, the DPRC and BGC will share maintenance responsibilities;
37 now, therefore

38
39 BE IT RESOLVED, that the Milwaukee County Board of Supervisors hereby
40 authorizes and directs the Interim Parks Director to negotiate and execute the Use
41 Agreement between Milwaukee County and the Boys & Girls Clubs of Greater Milwaukee.
42

MILWAUKEE COUNTY FISCAL NOTE FORM

DATE: September 3, 2013

Original Fiscal Note

Substitute Fiscal Note

SUBJECT: Authorization to enter into a Use Agreement with the Boys & Girls Clubs of Greater Milwaukee for use of certain parts of Sherman 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. Seeking authorization to enter into a Use Agreement with the Boys & Girls Clubs of Greater Milwaukee for use of certain parts of Sherman Park.
- B. The project will be fully funded through grants obtained by BGC and by BGC.
- C. None
- D. N/A

Department/Prepared By Laura Schloesser/Chief of Admin & External Affairs, 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.

**USE AGREEMENT
BETWEEN
MILWAUKEE COUNTY DEPARTMENT OF PARKS, RECREATION AND CULTURE
AND
BOYS & GIRLS CLUBS OF GREATER MILWAUKEE**

This Use Agreement (the "Agreement") is made and entered into effective _____, 2013 (the "Effective Date"), by and between the MILWAUKEE COUNTY DEPARTMENT OF PARKS, RECREATION AND CULTURE ("DPRC") and the BOYS & GIRLS CLUBS OF GREATER MILWAUKEE ("BGC"). Referenced together, DPRC and BGC are the "Parties" to this Agreement.

WITNESSETH:

WHEREAS, BGC wishes to enter into an agreement with DPRC for the improvement and subsequent use of Sherman Field and surrounding areas, located at Sherman Park, 3000 North Sherman Boulevard, Milwaukee, Wisconsin 53210; and

WHEREAS, DPRC supports and encourages BGC in this endeavor; and

WHEREAS, the Milwaukee County Board of Supervisors, by virtue of adopting Resolution ___ on _____, 2013, has authorized the Interim Director of DPRC to enter into this Agreement with BGC for and on behalf of Milwaukee County.

NOW THEREFORE, in exchange of the foregoing and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Parties agree as follows:

PROVISIONS:

1. **PREMISES:**
DPRC is the owner of a softball field, Sherman Field, located in Sherman Park at 3000 North Sherman Boulevard, Milwaukee, Wisconsin 53210, including the infield, outfield, foul territory, and players' and spectators' areas (the "Premises").
2. **GRANT OF USE:**
DPRC agrees to allow BGC the preferred but non-exclusive use of the Premises throughout the Term (as hereinafter defined) for the purposes and subject to the terms set forth below.
3. **IMPROVEMENTS TO THE PREMISES:**
 - 3.1 **Intent to Improve:**
It is BGC's intent to make certain improvements to the Premises, consistent with and in furtherance of BGC's desire to provide baseball and softball programming at the Premises (hereinafter referred to as "BGC Improvements"). The costs and expenses of any and all BGC Improvements shall be the sole responsibility of BGC. BGC's plans to renovate, improve and alter the Premises hereunder are contingent upon BGC 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 with 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 BGC.

3.2 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. BGC shall also indemnify and hold DPRC 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 BGC. Any structures, alterations, additions or improvements installed on the Premises by BGC (including generic signage permanently affixed to the Premises) shall become the property of DPRC upon the expiration or termination of this Agreement. In no event shall BGC make any alterations or additions to the Premises without the prior written consent of DPRC, 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.

3.3 Permission for BGC Improvements:

During the conceptual and planning phases of any BGC Improvements, BGC shall submit detailed construction plans and specifications to DPRC and the Architecture and Engineering Section of the Milwaukee County Department of Administrative Services, together with the name of BGC'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 DPRC. Within thirty (30) days after receiving notice from BGC or its agents of plans or specifications for BGC Improvements to the Premises, DPRC, through its Director, shall either approve or disapprove of such plans or specifications in writing. BGC shall keep DPRC advised on an ongoing basis and will welcome input from DPRC as alternatives are being considered. The final construction plans (with regard to engineering, structural, environmental, and utilities matters) shall require DPRC's review and approval, which must be obtained prior to bidding out and awarding any contracts to commence construction. BGC shall be permitted to use private contractors to make BGC Improvements or other alterations to the Premises. As a condition to issuance of approval, DPRC may require reasonable proof that adequate private or public funding exists both for the construction and the subsequent operation, maintenance and repair of any BGC Improvements. In addition, DPRC may require BGC to maintain certain improvements as a condition of the Agreement. BGC may purchase materials from DPRC insofar as such materials are available to assist in making the BGC Improvements.

3.4 Access for Making BGC Improvements:

DPRC hereby grants and conveys to BGC and its agents, employees and contractors non-exclusive rights of access to, on, over and across the Park for the construction, maintenance, repair and replacement of the BGC Improvements, for which BGC shall be solely responsible. BGC agrees that it will apply for a Right of Entry Permit from DPRC (as well as any other necessary permits as applicable) for such purposes before commencing or conducting construction activities, unless otherwise agreed to in writing between DPRC and BGC. BGC shall use commercially reasonable efforts to minimize any interference with DPRC's use of the Park and shall restore the Park (beyond the BGC Improvements) to reasonably the same condition as existed immediately prior to the construction activity, all at BGC's sole cost and expense.

3.5 Construction Escrow:

BGC 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. BGC 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 BGC's financial capacity shall also include a letter from BGC's banking institution stating that BGC has secured a line of credit that is immediately available to BGC for such purposes in an amount sufficient to cover 100% the costs thereof.

3.6 Title to BGC Improvements:

All permanent BGC Improvements to the Premises, when completed, shall become the property of DPRC, free and clear of any and all liens and encumbrances.

4. SCOPE OF USE:

BGC shall use the Premises to make the improvements described in Section 3 and provide baseball and softball programming, including games, practices, training clinics, and special events (collectively referred to herein as "BGC Activities"). No other use shall be permitted without the prior written consent of DPRC. DPRC shall continue to also use the Premises to support the Park and environs.

5. CONDITION OF THE PREMISES:

DPRC makes no representation or warranty that, as of the Effective Date of this Agreement, all parts of the Premises: (a) meet and comply with all federal, state, and local laws, ordinances and regulations; and are (b) in workable and sanitary order and state of repair at the time of delivery to BGC. BGC acknowledges that it has been made aware by DPRC that the Premises are offered on an "as-is" basis and may or may not prove to be suitable for all purposes contemplated by BGC, either now or in the future. BGC further acknowledges that it has freely inspected the Premises and is aware of its general overall condition.

6. TERM:

The term of this Agreement will be five (5) years commencing on the Effective Date (the "Term"). Prior to the conclusion of the Term, the Parties shall engage in good faith negotiations to enter into a subsequent agreement for the preferential use of the Premises.

7. SCHEDULING:

DPRC will make best efforts to accommodate the scheduling needs of BGC before the scheduling needs of other Park patrons with respect to the Premises. After BGC's scheduling needs are met, the Premises shall be available for public use. By March 1 of each year, BGC shall provide DPRC with a complete list of dates and times for BGC Activities. After DPRC reviews BGC's schedule for the Premises, DPRC shall schedule remaining available dates for public use.

8. PUBLIC ACCESS:

BGC understands that the Park is a public park and is to remain open and accessible to the public, including during BGC Activities.

9. MAINTENANCE:

At no additional expense to BGC, DPRC shall provide mowing of the Premises for all scheduled BGC Activities, as well as all non-BGC activities. BGC shall provide short mowing supporting field marking lines and sideline areas, field/turf maintenance, fertilizing of the Premises, and field lining, all of which shall be pursuant to DPRC guidelines. BGC may purchase materials from DPRC insofar as such materials are available to assist in its maintenance responsibilities.

10. LIABILITY ON THE PREMISES:

10.1 BGC Supervision:

BGC shall be solely responsible for proper supervision over the players, participants and spectators who use the Premises for BGC Activities. BGC shall not permit unlawful or illegal acts to occur within or on the Premises and shall at all times obey all applicable federal, state, and local laws, ordinances, codes, and other regulatory measures.

10.2 BGC Responsibility:

To the fullest extent permitted by law, BGC agrees to be financially responsible for all losses or expenses, including costs and reasonable attorney's fees, incurred by reason of liability for damages, including suits in law or equity, caused by any wrongful, intentional or negligent acts or omissions by BGC or its agents, which arise out of or in connection with BGC Activities. BGC understands and agrees that (a) financial responsibility for such claims or damages arising from BGC Activities, to any person or to BGC's employees or agents, shall rest with BGC, and (b) in accordance with applicable laws, BGC shall be responsible for defending and paying any judgments on behalf of its directors, officers, employees, and agents for claims that may arise out of BGC's negligence for acts, policies, or directives that affect BGC Activities.

11. PAYMENT AND OTHER REMUNERATION:

11.1 Payment Terms:

In recognition of the significant capital investments contemplated by this Agreement, BGC shall pay to DPRC fifty percent (50%) of the standard baseball or softball hourly fee rate then in effect at DPRC for its use of the Premises for all practices and games and that for each Contract Year of this Agreement, BGC shall receive a Five Thousand Dollar (\$5,000) credit toward use of the Premises. A "Contract Year" shall mean the period of time from the Effective Date until the date prior to the first anniversary thereof, and each year thereafter during the Term. Such credit shall be in acknowledgement of the capital investment BGC plans to make in the Premises. Per standard DPRC procedure, BGC shall annually pay DPRC the league sanction fee then in effect, without setoff or credit, prior to the commencement of the season. DPRC shall invoice BGC for its use of the Premises on a monthly basis. Invoices are due within thirty (30) days of receipt.

11.2 Utilities:

Water and electricity at the Premises ("Utilities") shall be separately metered for the Premises and shall be divided between BGC and DPRC. BGC will pay ninety percent (90%) of all Utilities for the Premises and DPRC shall pay ten percent (10%) of all Utilities for the Premises. DPRC shall invoice BGC for its Utilities usage on a monthly basis. Invoices are due within thirty (30) days of receipt. Any costs related to the metering, installation, service, and maintenance of Utilities at the Premises shall be the sole responsibility of BGC.

12. CLEANLINESS OF SURROUNDING AREAS:

BGC shall be responsible for maintaining all equipment, temporary structures, and surroundings in a state of cleanliness and repair to prevent injuries to the public. BGC agrees not to store or accumulate unused or excess materials, supplies, or equipment, which may create a hazard to the public or result in unsightly surroundings.

13. COLLECTION AND REMOVAL OF TRASH:

BGC shall be responsible for the collection and placement of all trash, litter and garbage associated with its use and/or improvement of the Premises into containers provided by DPRC. DPRC shall provide for the hauling and disposal of all trash that is properly placed in DPRC's containers. BGC agrees to comply with current DPRC recycling efforts and procedures including future modifications or updates. All garbage collection and removal shall be to the satisfaction of DPRC.

14. APPROVAL OF 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.

15. PERMITS:

DPRC has no responsibility to secure for or on behalf of BGC any building permits, zoning changes, or other permits or authorizations that are needed by BGC for its proposed business operation, future installations and/or maintenance unless (and only to the extent that) DPRC is the agency that issues such building permits, zoning changes, or other permits.

16. DPRC LOGO:

BGC is responsible for all marketing and advertising to promote its activities. BGC shall acknowledge DPRC and include the DPRC logo in all promotional material generated and controlled by BGC regarding its use of the Premises.

17. NAMING RIGHTS:

BGC shall not allow or issue naming rights to any portion of the Premises without the prior written consent of the Parks Director and Milwaukee County.

18. INSURANCE:

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

<u>Type of Coverage</u>	<u>Minimum Limits</u>
Wisconsin Workers Compensation (with waiver of subrogation)	Statutory
Employers Liability	\$100,000/\$500,000/\$100,000
Commercial General Liability	
Bodily Injury and Property Damage (incl. Personal Injury, Fire Legal, Contractual & Products/Completed Operations)	\$1,000,000 Per Occurrence \$1,000,000 General Aggregate
Automobile Liability	
Bodily Injury & Property Damage	\$1,000,000 Per Accident

Milwaukee County, as its interests may appear, shall be named as an additional insured for General Liability and be afforded a thirty (30) day written notice of cancellation or non-renewal. 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 coverage shall be submitted for review and approval by DPRC 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 DPRC, 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 DPRC 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.

19. INDEMNIFICATION:

To the fullest extent permitted by law, BGC shall indemnify DPRC 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 BGC, its agents or employees. BGC 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.

20. AUDIT:

Pursuant to Milwaukee County ordinance section 56.30(6)(e), BGC shall allow Milwaukee County, the Milwaukee County Department of Audit, or any other party the Milwaukee County may name, when and as they demand, to audit, examine and make copies of records in any form and format, meaning any medium on which written, drawn, printed, spoken, visual or electromagnetic information is recorded or preserved, regardless of physical form or characteristics, which has been created or is being kept by BGC, 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 Milwaukee County. Any subcontracting by BGC in performing the duties described under this Agreement shall subject the subcontractor and/or associates to the same audit terms and conditions as BGC. BGC (or any subcontractor) shall maintain and make available to Milwaukee County the aforementioned audit information for no less than three years after each annual audit.

21. INTEREST:

Unless waived by the County Board of Supervisors, BGC shall be responsible for payment of interest on amounts not remitted in accordance with the terms of the Agreement with Milwaukee County. 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.

21.1 Penalty:

In addition to the interest described above, BGC may be responsible for payment of penalty on amounts not remitted in accordance with the terms of the Agreement with Milwaukee County, as may be determined by the administrator of this Agreement, or designee. 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.

21.2 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. BGC shall remit to DPRC 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 DPRC.

21.3 Nonexclusivity:

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

22. ENVIRONMENTAL REQUIREMENTS:

22.1 General:

BGC shall 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 BGC, its agents or guests. BGC shall indemnify, defend and hold DPRC harmless from any liability, costs, damage, claim, or injury (including reasonable attorney's fees) arising therefrom.

22.2 Definition of Hazardous Materials:

"Hazardous Materials" means any substance: (a) the presence of which requires investigation or remediation under any federal, state, or local statute, regulation, ordinance, order, action, or policy; or (b) which is defined or becomes defined as a "hazardous waste" or "hazardous substance" under any federal, state, or local statute, regulation, ordinance, or amendments thereto, including without limitation, the Comprehensive Environmental Response, Compensation and Liability Act (42 U.S.C. § 9601 *et seq.*) and/or the Resource Conservation and Recovery Act (42 U.S.C. § 6901 *et seq.*) or (c) which is toxic, explosive, corrosive, flammable, infectious, radioactive, carcinogenic, mutagenic, or otherwise hazardous, and is or becomes regulated by any governmental authority, agency, department, commission, board, agency, or instrumentality of the United States, the State of Wisconsin, or any political subdivision thereof; or (d) the presence of which on the Premises or surrounding areas causes or threatens to cause a nuisance upon the Premises or surrounding areas and/or poses or threatens to pose a hazard to the Premises or surrounding areas or to the health or safety of persons on or about the Premises; or (e) which contains gasoline, diesel fuel, or other

petroleum hydro carbons; or (f) which contains polychlorinated biphenyls (PCBs), asbestos, or urea formaldehyde foam insulation.

22.3 Definition of Environmental Requirements:

“Environmental Requirements” means all applicable past, present, and future statutes, regulations, rules, ordinances, codes, licenses, permits, orders, approvals, plans, authorizations, concessions, franchises, and similar items of all governmental agencies, departments, commissions, boards, bureaus, or instrumentalities of the United States, the State of Wisconsin, and political subdivisions thereof and all applicable judicial and administrative and regulatory decrees, judgments, and orders related to the protection of human health or the environment, including, without limitation: (a) all requirements, including, but not limited to, those pertaining to the reporting, licensing, permitting, investigation, and remediation of emissions, discharges, releases, or threatened releases of Hazardous Materials, chemical substances, pollutants, contaminants or hazardous or toxic substances, materials, or wastes, whether solid, liquid, or gaseous in nature; and (b) all requirements pertaining to the protection of the health and safety of employees or the public.

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 BGC (or any person claiming under or through BGC) shall not establish or permit any such practice or practices of discrimination or segregation with reference to the Premises.

23.2 Non-Discrimination:

BGC 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. BGC will post in conspicuous places, available for employment, notices setting forth the provisions of the non-discriminatory clause.

23.3 Affirmative Action Program:

BGC 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. BGC 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:

BGC 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:

BGC 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, BGC certifies that it will comply with all reporting requirements and procedures established in Title 41 Code of Federal Regulations, Chapter 60.

23.7 Compliance:

BGC 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.

24. TERMINATION:

DPRC may terminate this Agreement: (a) if BGC fails to comply with any provision in this Agreement, and such failure continues for forty-five (45) days after a written notice from DPRC setting forth in reasonable detail the nature of such default; (b) if BGC 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 BGC's assets or BGC's interest in this Agreement; or (c) in the event that DPRC, upon twelve (12) months' prior written notice to BGC, elects to close or otherwise repurpose the Park or the Premises during the Term. If DPRC terminates the Agreement pursuant to Section (c) above, DPRC agrees to buy out BGC's documented capital expenditure investment pursuant to Section 3 in the Premises on a straight-line depreciation over twenty (20) years.

25. ASSIGNMENT / SUBLETTING:

BGC 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.

26. PARTNERSHIP:

Nothing contained in this Agreement shall constitute or be construed to create a partnership or joint venture between DPRC or its successors or assigns and BGC or its successors or assigns. This Agreement does not create the relationship of principal and agent or of partnership, of joint venture, or of any association between DPRC and BGC.

27. OFFICIAL 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 BGC:
Boys & Girls Clubs of Greater Milwaukee

1558 North 6th Street
Milwaukee, WI 53212

To DPRC:
Milwaukee County Dept. of Parks
John Dargle, Interim 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.

Signature page follows

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

Boys & Girls Clubs of Greater Milwaukee

by _____ Date _____
[name]

Milwaukee County Dept. of Parks, Recreation & Culture

by _____ Date _____
John Dargle, Interim Director

Approved as to form and independent status:

Reviewed by:

by _____ Date _____
Corporation Counsel

by _____ Date _____
Risk Management

CHRIS ABELE, MILWAUKEE COUNTY EXECUTIVE
JOHN DARGLE, JR., DIRECTOR OF PARKS, RECREATION AND CULTURE

Date: July 2, 2013
To: Chairwoman Marina Dimitrijevic, County Board of Supervisors
From: John Dargle, Jr., Director, Department of Parks, Recreation and Culture
Subject: **Development Agreement for Johnsons Park – ACTION**

ISSUE

The Department of Parks, Recreation and Culture (DPRC) is seeking authorization to enter into a development agreement with Center for Resilient Cities d/b/a Johnsons Park Development, LLC for improvements to Johnsons Park.

BACKGROUND

In 2007, the DPRC entered into a five-year development agreement with Center for Resilient Cities d/b/a Johnsons Park Development, LLC (JPD). The agreement formalized JPD's desire to assist in the development of a master plan and initiate a fundraising effort. The first major project was the removal of several berms that surrounded the park. In 2009, the DPRC entered into an Intergovernmental Cooperation Agreement with the Redevelopment Authority of the City of Milwaukee (RACM) for the removal of those berms. The RACM contributed \$100,000 towards this project and Milwaukee County contributed \$90,000.

In 2009, Johnsons Park was designated a National Park Service Underground Railroad Network to Freedom Site. The Center for Resilient Cities was instrumental in obtaining this designation, working with a descendant of Ms. Caroline Quarlls, a runaway slave from St. Louis and the first "passenger" through Wisconsin's Underground Railroad network.

In 2009 and 2010, Alice's Garden underwent a significant redesign and reconstruction. Alice's Garden is a two-acre community garden in Johnsons Park and has existed on that site for almost 40 years. JPD raised over \$435,000 in private funds for the project and it was completed in 2010.

Once the berms were removed, activity in the park increased due to the added comfort and security offered by clear site lines into the heart of the park. Neighbors and park users, through a series of public meetings, expressed their desires to retain undesignated open space, enhance lighted pathways, and a new pavilion/shelter. Due

to the change in activity noted after the berm removal, the concept plan for the park was reconsidered. A new plan (Attachment A) was developed with a revised budget (Attachment B) to incorporate recent capital investments (i.e., playground, HELIOS unit, comfort station, and pavilion) by Milwaukee County.

The proposed development agreement has a 5-year term and JPD has agreed to raise all funds needed for the master plan to be realized. A small group of supporters from the Rotary Club of Milwaukee are assisting JPD in the fundraising effort. Milwaukee County Parks retains the right for review and approval of the final master plan.

RECOMMENDATION

The Parks Director respectfully recommends that the County Board of Supervisors and County Executive approve the development agreement with Center for Resilient Cities d/b/a Johnsons Park Development, LLC for the purpose of improving Johnsons Park.

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

Recommended by:

Approved by:

Laura Schloesser, Chief of
Administration and External Affairs

John Dargle, Jr., Parks Director

Attachment A – Concept Plan
Attachment B – Budget

Cc: County Executive Chris Abele
Amber Moreen, Chief of Staff, County Executive’s Office
Kelly Bablitch, Chief of Staff, County Board
Sup. Gerry Broderick, Chair, Parks, Energy & Environment Committee
Sup. Kalif Rainey, Vice-Chair, Parks, Energy & Environment Committee
David Bowen, County Supervisor, District 10
Daniel Laurila, Fiscal Mgt. Analyst, Admin & Fiscal Affairs/DAS
Alexis Gassenhuber, Parks, Energy & Environment Committee Clerk
Jessica Janz-McKnight, Research Analyst, County Board
Scott Manske, Comptroller, Office of the Comptroller
Marcia Caton-Campbell, Executive Director, Center for Resilient Cities

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4 (ITEM NO.) From the Director, Department of Parks, Recreation and Culture (DPRC)
5 requesting authorization to negotiate and execute a Development Agreement between
6 Milwaukee County and Center for Resilient Cities d/b/a Johnsons Park Development,
7 LLC (JPD) allowing JPD to fundraise for and make improvements to Johnsons Park.
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A RESOLUTION

WHEREAS, In 2007 the Milwaukee County Department of Parks, Recreation and Culture entered into a five-year development agreement with JPD for improvements to Johnson Park; and

WHEREAS, since that time several projects to enhance the park have been completed, by both JPD and Milwaukee County, including berm removal, redesign and reconstruction of Alice's Garden, and a new playground and HELIOs installation; and

WHEREAS, JPD is committed to continuing improvements to Johnsons Park with additional fundraising and finalizing a master plan; and

WHEREAS, Milwaukee County has committed \$380,000 for capital improvements including a new picnic shelter and restroom facility in 2013; and

WHEREAS, the term of this Agreement is five years; and

WHEREAS, JPD agrees to raise all funds needed to realize the master plan; and,

WHEREAS, JPD will be solely responsible for construction of the project and DBE, Labor Standards and Nondiscrimination and Affirmative Action Goals are included in the Agreement, as well as the need for JPD to comply with Milwaukee County's Due Diligence requirements; now, therefore,

BE IT RESOLVED, that the Milwaukee County Board of Supervisors hereby authorizes and directs the Parks Director to negotiate and execute the Development Agreement between Milwaukee County and Center for Resilient Cities d/b/a Johnsons Park Development, LLC.

MILWAUKEE COUNTY FISCAL NOTE FORM

DATE: July 2, 2013

Original Fiscal Note

Substitute Fiscal Note

SUBJECT: Development Agreement with Center for Resilient Cities d/b/a Johnsons Park Development, LLC for improvements to Johnsons Park

FISCAL EFFECT:

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

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

	Expenditure or Revenue Category	Current Year	Subsequent Year
Operating Budget	Expenditure	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 development agreement with Center for Resilient Cities d/b/a Johnsons Park Development, LLC for improvements to Johnsons Park.
- B. JPD has agreed to raise all funds necessary to realize the master plan.
- 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.

DEVELOPMENT AGREEMENT
BETWEEN
MILWAUKEE COUNTY
AND
CENTER FOR RESILIENT CITIES, INC.

THIS DEVELOPMENT AGREEMENT (the “**Agreement**”) is entered into as of the 1st day of September, 2013 (the “**Effective Date**”), by and between the MILWAUKEE COUNTY DEPARTMENT OF PARKS, RECREATION AND CULTURE, a municipal body corporate in the State of Wisconsin (the “**County**”), and the CENTER FOR RESILIENT CITIES, INC. d/b/a JOHNSONS PARK DEVELOPMENT, LLC (“**JPD**”).

RECITALS

WHEREAS, the County owns a park commonly known as Johnsons Park (the “**Park**”), located at 1919 West Fond du Lac Avenue, in the city of Milwaukee (“**City**”), county of Milwaukee, state of Wisconsin (“**State**”);

WHEREAS, the County and JPD previously entered into that certain Development Agreement, dated August 31, 2007 (the “**2007 Agreement**”), in which the County and JPD agreed to make improvements to the Park to better serve County residents (such improvements and investments more particularly described in Section 2 below); and

WHEREAS, the County and JPD subsequently entered into that certain Development Agreement, dated September 1, 2012 (the “**2012 Agreement**”), in which JPD spearheaded the fundraising for the parties’ continued improvements to the Park and the parties continued to revise the design for the Park; and

WHEREAS, the County and JPD desire to cooperate in continuing to improve the Park for County residents (the action items set forth in this Agreement for such purpose shall be collectively referred to as the “**Project**”); 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 (“**DPRC**”) to enter into this agreement with JPD for and on behalf of Milwaukee County.

NOW THEREFORE, each party, for good and valuable consideration, agrees as follows:

AGREEMENT

1. Recitals. The terms and provisions of the above recitals are hereby incorporated by reference.
2. Investments in the Park Pursuant to the 2007 and 2012 Agreements.

(a) Alice's Garden. JPD raised over Four Hundred Thirty-Five Thousand Dollars (\$435,000) in private philanthropic funds in order to create the Alice's Garden site – previously a remnant cleared for a proposed freeway development – for urban gardening at the Park. Pursuant to the Prior Agreement, the site underwent redesign and reconstruction in 2010, resulting in improved public garden plots, programmatic garden areas, and facilities that help promote healthy eating choices. Additional physical improvements by the parties included drainage enhancements, tool storage structures, a covered gathering space, bench seating, picnic tables, outdoor cooking facilities and a system of hardened pathways. In 2011, Alice's Garden won both the first-ever LISC MANDI Award for Best Public Space and the City's Mayor's Design Award for Places and Spaces.

(b) Berm Removal. In furtherance of the Prior Agreement, the County removed numerous berms from the Park in 2009. This endeavor was funded by One Hundred Thousand Dollars (\$100,000) from the City and Ninety Thousand Dollars (\$90,000) from the County. The berms blocked the public views of the Park from the street. Their removal resulted in a safer, more inviting recreational space.

(c) National Park Service Underground Railroad Network to Freedom Site. In 2009, the Park was designated a National Park Service Underground Railroad Network to Freedom Site. The Park was once part of Samuel Brown's farm. In July of 1842, sixteen (16)-year-old Caroline Quarlls, a runaway slave from St. Louis, was hidden there. Her arrival inspired local Abolitionists to organize an "underground railroad" to assist and protect fugitive slaves and Caroline became its first "passenger." Wisconsin became an Abolition leader and Wisconsin's Supreme Court was the only one in the nation to rule the Federal Fugitive Slave Act unconstitutional. The application for this designation was prepared and submitted by the Center for Resilient Cities and Kimberly Simmons of the Quarlls-Watkins Heritage Project and Detroit, Michigan, a direct descendant of Caroline Quarlls, who was hired as a historical consultant to the project by the Center for Resilient Cities.

(d) Fundraising by JPD Pursuant to the 2012 Agreement. In 2012 and 2013, with the assistance of a small group of supporters from the Rotary Club of Milwaukee and pursuant to the terms of the 2012 Agreement, JPD pursued fundraising activities so that it could continue to partner with the County to create attractive spaces that meet the diverse needs of the many community groups and neighbors that use the Park.

3. Prerequisites. This Agreement and the obligations of the County and JPD hereunder are contingent upon JPD successfully meeting the Milwaukee County "Due Diligence" requirements (see attached, as Exhibit A). JPD's plans to renovate, improve and alter the Park are contingent upon JPD's obtaining an amount of not less than one hundred percent (100%) of the estimated cost of the construction and renovation to the Park. All costs associated the construction and renovation of the Park shall be the responsibility of JPD.

4. Term. Except as provided in Section 26 below, the term of this Agreement shall be for a period of five (5) years, commencing on the Effective Date, unless sooner terminated by mutual agreement of the parties or pursuant to the terms herein (the "**Term**").

5. Use. The Park shall be used as a neighborhood Park for multicultural and intergenerational passive and active recreational opportunities.

6. Revised Concept Plan and Revised Budget. The parties hereby approve the Greater Johnsons Park Revised Concept Plan for the Park's redevelopment and improvement as developed by the Center for Resilient Cities, Inc. ("CRC"), in the form attached hereto as Exhibit B (the "**Revised Concept Plan**"). Also attached hereto as Exhibit C is a budget (the "**Revised Budget**"), which the parties agree is a reasonable estimate of the cost to improve the Park in accordance with the Revised Concept Plan. The County agrees to use reasonable efforts to assist JPD in its efforts to implement the Revised Concept Plan. Using reasonable efforts shall not impose on the County any obligation to budget or pay for the improvements to the Park, but may require County Staff time and advisory support. The County shall not be responsible for securing any required approvals, zoning changes, building permits or other required authorizations from regulatory or governmental agencies, but the County agrees to assist JPD in obtaining rezoning, licenses, permits or approvals, at JPD's sole cost and expense, which JPD might need from the City, the State or any other Government (as hereinafter defined) for the Project. "**Government**" means each and every governmental agency, authority, bureau, department, quasi-governmental body, or other entity or instrumentality having or claiming jurisdiction over the Park (or any activity this Agreement requires or allows), including the United States government, the State and County governments and their subdivisions and municipalities, including the City, and all other applicable governmental agencies, authorities, commissions, boards, department and subdivisions thereof.

7. Fundraising. JPD hereby agrees to use its reasonable efforts to raise the amount of the Revised Budget to fund the Project. JPD shall use reasonable efforts to raise such funds by, among other things, seeking lead donors for the Project from corporations, private foundations and individuals. The County agrees that it will reasonably cooperate with JPD in its private fundraising efforts by, among other things, assisting and/or joining in JPD's grant requests and other fundraising efforts and making such grant and appropriation requests as the parties mutually deem appropriate. The County agrees that any funds it raises for the Project shall be segregated from the County's general accounts and shall be used solely for the Project. The parties shall perform an annual review of their progress toward fundraising goals. The County and JPD shall agree on a Final Budget based on the funds actually received (the "**Final Budget**"). Prior to the approval of the Final Budget, the County acknowledges and agrees that JPD may spend a portion of the funds it raises to cover its budgeted soft costs, as set forth in the Revised Budget.

8. Records and Audits.

(a) Annual Audit. Pursuant to Milwaukee County Ordinance Section 56.30(6)(e), JPD and its Affiliates (as hereinafter defined) shall allow 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 JPD or its Affiliates, including 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 JPD in performing the duties described under this Agreement shall subject the subcontractor or its associates to the same audit terms and conditions as JPD. The County shall preserve the confidentiality of such information to the extent permitted by Wisconsin law, as determined by County's Corporation Counsel.

(b) Retention of Books and Records. JPD and its Affiliates shall, for a period of five (5) years following the end of the Term, keep and maintain, safe and intact, all of the records, books and accounts required to be maintained by such Persons (as hereinafter defined) regarding the Project pursuant to this Agreement, and shall from time to time, upon request, make these records available to the County, the County's auditor, representative or agent for examination at any reasonable time, on ten (10) days advance written notice. The County shall also have the right to make abstracts from the records, to make copies of any or all of the records and to examine and make copies of any or all contracts, licenses and concession agreements. In addition, on request of the County or the County's representative, JPD shall furnish copies of JPD's State and local sales and use tax returns and federal and State income tax return.

(c) Definitions. For the purposes of this Agreement, "**Affiliate**" means with respect to any Person, (i) any other Person which directly or indirectly through one or more intermediaries controls, or is controlled by, or is under common control with JPD, such Person or (ii) any general partner, officer or director of such Person or of any other Person described in clause (i). As used in the previous sentence, "control" means the possession, directly or indirectly, of the power to cause the direction of the management of a Person, whether through voting securities, by contract, family relationship or otherwise. For the purposes of this Agreement, CRC shall be deemed an Affiliate of JPD. "**Person**" means any association, corporation, government, individual, joint venture, joint-stock company, limited liability company, partnership, trust, unincorporated organization or other entity of any kind.

9. Final Plan. Once the Final Budget has been approved, based on the funds actually received by the parties for the Project, JPD, in partnership with the community, shall revise the Revised Concept Plan to accommodate the Final Budget. The County acknowledges and agrees that JPD, in partnership with the community, shall have primary responsibility for the oversight, direction and development of the Final Plan (as hereinafter defined) for the Project, subject to the County's reasonable review and approval. In the event the parties have not raised the total amount necessitated by the Revised Budget, they agree to scale back the Revised Concept Plan to accommodate the funds actually received. The Revised Budget and the parties' fundraising goals are intended as goals only and are not commitments by either party to fund the Revised Budget. Therefore, neither JPD nor the County shall be held in breach of this Agreement if they are unable to reach their fundraising goals. The County hereby acknowledges and agrees that, in the event the fundraising has fallen substantially short of JPD's goals and/or the County's goals, the Final Plan may include only limited or specific elements of the Revised Concept Plan. Once JPD has revised the Revised Concept Plan to accommodate the funds actually available for the Project, JPD shall submit the revised plans (the "**Final Plan**") for the approval of the Parks Director and the Architecture and Engineering Section of the Milwaukee County Department of Administrative Services, which approval shall not be unreasonably withheld, conditioned or delayed. Submittals shall include, but not limited to, shop drawings containing product

information and materials and products shall be approved by County. If the funds actually available for the Project are insufficient to substantially accomplish the objectives of the Final Plan then and in that event either party may terminate this Agreement by the delivery of a written notice thereof to the other party.

10. County Review and Approval. During any future conceptual and planning phases of the Project and improvements, JPD shall provide County with all plans, specifications for such Project, improvements, reasonable notice and opportunity to comment on, approve or disapprove the plans and specifications prior to commencement of any work. JPD shall keep the County advised of the plans on an ongoing basis and welcome input from the County as plans and specifications are considered. The Final Plan and final construction drawings, plans and specifications shall be submitted to County, which will review the Final Plan for aesthetics, viability of plantings, engineering, maintenance requirements, structural, height, size location, environmental and utilities matters as well as public health and safety standards, ADA accessibility, general building code compliance and compliance with the Project scope of work in the Revised Concept Plan and Final Plan, and the County's approval of the Final Plan shall not be unreasonably withheld, conditioned or delayed and which approval must be obtained prior to bidding out and awarding any contracts to commence construction. As a condition to issuance of approval, the County will require reasonable proof that adequate private or public funding exists for the construction of the new improvements. The County commits to provide feedback to any plans or specifications provided to it by JPD in a reasonably efficient manner. Any modifications of the Final Plan and specifications in response to the County's objections shall be resubmitted and approved in the manner described above. In the event of a dispute over the content or interpretation of the Final Plan or specifications, or subsequent modifications, the County and JPD shall mutually select and pay for a third-party registered Architect or Landscape Architect (as hereinafter defined) to settle such dispute, and the decision of such Architect or Landscape Architect shall be final. In the event that the County and JPD cannot agree upon an Architect or Landscape Architect, then the County and JPD shall each designate an Architect or Landscape Architect, and those Architects or Landscape Architects shall select a third Architect or Landscape Architect, who shall settle such dispute. As used in this agreement, the term "**Architect**" shall mean: (a) an architect licensed to practice in Wisconsin; (b) if the improvements do not involve any buildings or structural elements, the term shall be defined as a "**Landscape Architect**"; or (c) both an Architect (as to any buildings or structures) and a Landscape Architect (as to site development) in the event both site development and buildings are involved.

11. Construction.

11.1 Construction of Project. JPD shall, at its own cost and expense, construct the Project in the Park in a good and workmanlike manner and in compliance with all then applicable building codes and ordinances, and the Final Plans. Construction of the Project shall be completed substantially in conformity with the Final Plans and Final Budget. The Final Plan may be modified from time to time during the course of construction with the written consent of the County, which consent shall not be unreasonably withheld, conditioned or delayed. The County shall have ten (10) business days to respond to any modifications

submitted to it in writing and the County's failure to respond to such modifications within such ten (10) business days shall be deemed an approval thereof, provided that JPD shall have notified County of the time constraint. County may request and JPD shall not unreasonably refuse an extension of time within which to respond, if the need therefor is demonstrated by County. In the event that the County's approval is required, JPD shall not institute such modification until receiving such approval from the County. Absent inclement weather, acts of God, casualty, or labor or material shortages, JPD agrees to commence construction within six (6) months after the Final Plans have been approved and diligently prosecute construction to completion within eighteen (18) months after the Final Budget has been approved. In the event that JPD ceases construction of the Project for sixty (60) consecutive days, such event shall be deemed a "**Construction Stoppage**," which will constitute a default under this Agreement, unless such Construction Stoppage is due to inclement weather, acts of God, casualty, or material or labor shortages. Notwithstanding the foregoing or any other provision of this Agreement, the County agrees to give JPD written notice and a ten (10) business day opportunity to cure any alleged breach of this subsection. In the event JPD fails to cure such a breach, the County shall have the right to take title to the Project in accordance with the Transfer of Ownership process, as set forth and defined in Section 11.10 below.

11.2 County Project Manager. JPD 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 DPRC operating budget. Conditions for approval shall include, but not be limited to, the provision that JPD shall obtain and comply with, prior to commencing any alterations, additions and improvements, all necessary permits and licenses from the appropriate governmental authorities.

11.3 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 Park. JPD 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 Park undertaken by or on behalf of JPD. Any structures, alterations, additions or improvements installed on the Park by JPD (including generic signage permanently affixed to the Park) shall become the property of County upon the expiration or termination of this Agreement. In no event shall JPD make any alterations or additions to the Park 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. JPD agrees that during construction it shall use reasonable efforts to (a) cause its contractors working on the Project to remove all waste products and rubbish from the Park and the infrastructure areas related to their work no less than weekly, and if any such waste products and rubbish are left on site, it shall be responsible for removing the same, and (b) use reasonable efforts to keep the Park and areas of access thereto in a neat and presentable state.

11.4 Builder's Risk: JPD 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. Prior to construction, JPD shall supply the Parks Director with written evidence of Builder's Risk insurance. JPD 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 JPD within thirty (30) days of receiving written evidence of the JPD's Builder's Risk insurance documents.

11.5 Construction Escrow: JPD agrees to provide evidence satisfactory to the County that the total amount of funds necessary to construct the proposed renovations to the Park 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. JPD 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 Park. Any such evidence of the JPD's financial capacity shall also include a letter from the JPD's banking institution stating that the JPD has secured a line of credit that is immediately available to JPD for such purposes in an amount sufficient to cover 100% the costs thereof.

11.6 Licensed Tradespersons: JPD 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. JPD shall require its contractors and subcontractors to obtain and maintain adequate insurance coverages with liability limits not less than that required of JPD by County. JPD 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.

11.7 Construction Manager. JPD will hire a reputable construction company (the "**Construction Manager**") to act as the construction manager for the Project. The Construction Manager will act as JPD's general contractor and work with the Project's Architect, who shall be the initial interpreter of the Final

Plans and Specifications. The County's construction management responsibilities will be limited to an advisory role to JPD based on the observation visits by the County described herein. The County shall receive, soon after execution, executed copies of the contract for the Construction Manager (between construction company and JPD) and the contract with the Project's Architect.

11.8 Force Majeure Events. Delays caused by the County or by strikes, work stoppages, labor or material shortages, weather conditions, changes required by governmental bodies which JPD could not reasonably anticipate, acts of God, or by any other causes beyond the reasonable control of JPD shall be "**Force Majeure Events**." Failure to complete the Project within the prescribed time periods will not be sufficient cause for the County to terminate or void this Agreement or give rise to any claim for compensation by the County. Any Force Majeure Event shall extend the any deadline by the number of days of delay caused by such Force Majeure Event.

11.9 Building Site Conditions. The County shall promptly provide JPD with copies of its existing soil tests, environmental reports, surveys and other information reasonably requested by JPD. JPD shall perform any additional soil testing that may be necessary for the Project, but only as agreed upon in writing between County and JPD prior to the construction of the Project. In the event abnormal building site conditions are encountered in conjunction with the Project, JPD may elect to stop construction on the Project. If the parties are unable to pay the cost of any additional work or materials related to such abnormal building site conditions, JPD may elect to terminate this Agreement in writing. In the event JPD elects to terminate this Agreement, JPD shall undertake a Transfer of Ownership of the Project in its then current state of construction to the County, the County agrees to accept the same. Abnormal building site conditions may include, but not be limited to the following: contaminations, abnormal soil conditions, removal of trees, providing fill or cutting to grade, trucking excess fill, frost breaking, water pumping, concrete pumping, excavation cave-in corrections, snow removal and any related costs. JPD shall not be responsible for unknown or unforeseen subsoil conditions that could affect the structure or laterals.

11.10 Substantial Completion. The date of "**Substantial Completion**" shall be the date on which both the Architect and JPD have certified that the Project is substantially complete in accordance with the Final Plans and Specifications. Within fifteen (15) business days after the date of Substantial Completion, JPD shall transfer ownership of the Project (but excluding any funds raised by JPD and held in trust for the Project) to the County by quit-claim bill of sale ("**Transfer of Ownership**") and the County shall be deemed to accept the Project in the condition existing on the date of the Transfer of Ownership, and, but for the punchlist items referred to hereunder, JPD shall have no further obligations with respect to the Project, except potentially as to environmental remediation (Section 15, hereunder). Further, upon Transfer of Ownership, JPD shall assign any warranties of the Construction Manager provided in the

construction contract between the Construction Manager and JPD (the “**Construction Contract**”) to the County, and deliver all record (as built) drawings (1 hard copy and 1 electronic copy in the format as specified by the County’s Standard Terms for Consultant Agreement for Professional Services, other warranties, O&M equipment manuals and equipment test results related to the Project) to the County. Upon the Transfer of Ownership, the County shall be and remain the sole owner of the Project.

11.11 Punchlist. Within five (5) business days after Substantial Completion, the County, JPD and the Architect shall prepare a punchlist (as that term is used in the construction industry) of items to be completed or corrected by JPD. JPD agrees to have the Construction Manager complete and/or correct such punchlist items within a commercially reasonable period of time, absent Force Majeure Events.

11.12 Work Stoppage; Termination. If the work on the Project shall be stopped by the order of the County, any court or other public authority, JPD shall have the right to stop work or terminate this Agreement. If at any time JPD and the County cannot resolve a dispute regarding the Project including, without limitations, objections by the County to the Final Plans and Specifications, JPD shall have the right to stop work or terminate this Agreement. In the event this Agreement is terminated for any reason, JPD shall undertake a Transfer of Ownership of the Project in its then current state of construction to the County and JPD shall have no further obligations with respect to the Project, the County shall accept the same.

11.13 No Additional Work. Except to the extent described herein, the County has no obligation to do or pay for any work related to the Project.

11.14 Construction Documents. JPD agrees that within sixty (60) days after the conclusion of each construction project, renovation or improvement project, JPD 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 equipment which was installed; (e) manufacturer’s warranties or extended warranties; (f) a copy of all construction permits and signed drawings; and (g) City of Milwaukee final occupancy permits, if applicable.

12. Disadvantaged Business Enterprise (DBE) Utilization. JPD shall use reasonable efforts to cause its contractors to establish Disadvantaged Business Enterprise (DBE) participation goals, consistent with Milwaukee County DBE goals of 25% for construction and 17% for professional services, for the planning, development and construction of improvements and to use good faith efforts to achieve those goals. The Milwaukee County Community Business Development Partners shall assist JPD in soliciting potential DBE vendors for the improvements and monitor such goal attainment. JPD’s contact regarding DBE participation is: Contract Compliance Division, at 414-278-4757.

13. Labor Standards. The construction of the Project in the Park shall be subject to the following labor standards: (a) overtime at prevailing overtime rates for work on Saturday, Sunday and legal holidays and for more than 40 hours per week or 8 hours in any calendar day, and (b) minimum hourly base wage rates and minimum hourly fringe benefits as then filed in the Office of Milwaukee County Clerk and Director of Public Works by Milwaukee Building and Construction Trades Council covering wages, hours and conditions of employment in applicable labor contracts in the construction industry. These labor standards shall be included in each contract and subcontract in connection with development of the Project. JPD shall maintain records of compliance and cause each contractor and subcontractor to maintain records of compliance for verification as reasonably requested by the County.

14. Nondiscrimination and Affirmative Action. 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 Park, and JPD (or any person claiming under or through JPD) shall not establish or permit any such practice or practices of discrimination or segregation with reference to the Park. In accordance with Section 56.17 of the Milwaukee County General Ordinances and Title 41 of the Code of Federal Regulations, Chapter 60, JPD certifies to the County as to the following:

(a) Non-Discrimination. JPD 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. JPD will post in conspicuous places, available for employment, notices setting forth the provisions of the non-discriminatory clause. Attached hereto as Exhibit D is an Equal Opportunity Certificate that shall be executed and delivered by JPD simultaneously with the execution and delivery of the Agreement.

(b) Affirmative Action Program. JPD 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. JPD 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.

(c) Affirmative Action Plan. JPD certifies that if it has 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.

(d) Non-Segregated Facilities. JPD 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.

(e) Reporting Requirement. When applicable, JPD certifies that it will comply with all reporting requirements and procedures established in Title 41 Code of Federal Regulations, Chapter 60.

(f) Compliance. JPD 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.

15. Environmental. JPD shall, to the full extent provided for under any environmental laws, rules and regulations, be responsible for any required repair, cleanup, remediation or detoxification arising out of: (a) any Hazardous Materials (as hereinafter defined) brought onto or introduced into the Park by JPD, its agents or guests, and/or (b) Hazardous Materials whose presence pre-exists the commencements of JPD's construction activities, located in the Park, that are discovered or disturbed as a result of JPD's construction activities on, at or near the Park. Notwithstanding the foregoing, JPD shall not be liable for, and shall have no obligations for (including but not limited to the indemnification, repair, clean-up, remediation, or detoxification of) any Hazardous Materials brought onsite by the County or any third parties, other than JPD's contractors, subcontractors, agents or guests. The County hereby agrees to indemnify, defend and hold JPD harmless from and against any and all liabilities, costs, expenses (including reasonable attorney's fees), damages (including, but not limited to, clean-up, remediation or detoxification of) or any other losses caused by any Hazardous Materials brought on site by the County. "**Hazardous Materials**" means any substance: (c) the presence of which requires investigation or remediation under any federal, State or local statute, regulation, ordinance, order, action or policy; or (d) which is or becomes defined as a "hazardous waste" or "hazardous substance" under any federal, State or local statute, regulation, ordinance or amendments thereto. In no event will the County bear financial responsibility or legal liability for Hazardous Materials present or environmental damage that is the result of any wrongful, intentional or negligent act or omission, willful misconduct, direct or indirect acts of JPD or its Affiliates, agents, representatives, employees, contractors, subcontractors or invitees. In no event will JPD bear financial responsibility or legal liability for Hazardous Materials present or environmental damage that is the result of any wrongful, intentional or negligent act or omission, willful misconduct, direct or indirect acts of the County or its Affiliates, agents, representatives, employees, contractors, subcontractors or invitees (except where JPD and its Affiliates could be considered Affiliates, agents, representatives, contractors or invitees of the County). In the event that Hazardous Materials are discovered or suspected at the Park by JPD or its Affiliates, agents, consultants or contractors, JPD agrees to promptly notify the County of the discovery and shall permit access to the County staff to inspect the conditions. JPD agrees to provide copies of all data and reports of environmental testing conducted in the Park to the County within seven (7) calendar days of receipt of such data or reports.

16. Public Access and Use of Property. JPD understands that the Park is a public park, and, to the extent reasonably possible during construction, it is to remain open and accessible to the public. Except as is necessary to undertake the Project, the Park or portions thereof shall remain open and available to the public on a daily basis during construction. JPD

uses shall at all times also be subject to the requirements and restrictions in Milwaukee County General Ordinances Sections 47.02 and 47.16, and to all other rules, regulations, policies and procedures applicable to properties and space owned by the County and open for general use by the public. JPD further represents it will use commercially reasonable efforts to promptly respond and enforce reported violations of the above-referenced ordinances, policies, procedures, rules and regulations. During the construction, installations, maintenance and repair of the Park, JPD will have the right to prohibit or regulate access by third parties, including, but not limited to, the use of fencing, blockades or other measures as appropriate. JPD shall comply with any reasonable requests of the County to minimize any interruption, lack of use or inconvenience to the public with respect to the Park by reason of actions by JPD and their designated contractors, subcontractors and representatives in carrying out their respective obligations under this Agreement.

17. County Access. County, its agents and representatives shall, upon reasonable notice to JPD, be entitled to enter areas of the site under construction at reasonable times during normal business hours for the purpose of examining and inspecting the condition thereof, and exercising any right or power reserved to County; provided, however, that except in the case of an emergency, such entry shall be done in a manner so as not to unreasonably interfere with the conduct of JPD's activities thereon, and such entry shall (except in the case of an emergency) only be made if County's agent or representative is accompanied by a responsible employee or agent of JPD. The County agrees to maintain, at its sole expense, those areas of the Park that are not under construction.

18. Governmental Approvals. JPD will obtain all governmental approvals, as JPD deems necessary, for its proposed development of the site. The County will cooperate with JPD's efforts to obtain such approvals and will accept other relevant and reasonable agreements and/or conditions established by all federal, State and local agencies relative to the development of the County property. JPD agrees that the County shall not be required to expend any funds to achieve this, unless JPD will reimburse the County for such expenditure.

19. No Joint Venture. Nothing contained in this Agreement shall constitute or be construed to create a partnership or joint venture between the County or its successors or assigns and JPD or its successors or assigns. In entering into this Agreement, and in acting in compliance herewith, JPD is at all times acting and performing independently of the County, duly authorized to perform the acts required of it hereunder. This Agreement does not create the relationship of principal and agent, or of partnership, of joint venture and/or of any association between the County and JPD. Once completed, all improvements to the Park shall belong to, and title to such improvements shall vest in, the County. Thereafter, the County agrees to undertake reasonable maintenance and upkeep of such improvements and in all cases consistent with the level of maintenance it provides to the rest of the Milwaukee County Park System. The parties agree that, after the completion of the Project, the County may lease or license space in the Park to third parties in accordance with the Final Plan. The County agrees that, to the extent allowed by law, all rental, license or other income generated from third parties leasing or licensing space within the Park shall be paid to the Parks Department in recognition of the Department's responsibility to maintain the improvements. The terms and provisions of this

Section 19 shall extend beyond the issuance of the Certificate of Completion by the County's Director of the Department of Parks, Recreation and Culture for a period of twenty (20) years.

20. Publicity. JPD agrees that it shall not make press releases or other public statements about the Project without first obtaining the County's consent, which consent not be unreasonably withheld, conditioned or delayed, and further agrees that the County shall be afforded an opportunity to be present during any major interviews or press conferences regarding the Project. The County agrees that it shall not make press releases or other public statements about the Project without first obtaining JPD's consent, which consent shall not be unreasonably withheld, conditioned or delayed, and further agrees that JPD shall be afforded an opportunity to be present during any major interviews or press conferences regarding the Project. JPD shall not release any press releases or public statements regarding the Project without the County's prior written approval, and the County agrees to provide feedback to any proposed press releases or public statements provided to it by JPD in a reasonably timely manner.

21. Completion of Construction. JPD agrees to use reasonable efforts to complete the construction of the improvements set forth in the Final Plan within eighteen (18) months after the approval of the Final Budget. Once completed all improvements to the Park shall belong to, and title to such improvements shall vest in, the County. Thereafter, the County agrees to undertake reasonable maintenance and upkeep of such improvements, which in all cases shall be consistent with the level of maintenance it provides to the rest of the Milwaukee County Parks System. The parties agree that, after the completion of the Project, the County may lease or license space within the Park to third parties in accordance with the Final Plan. The County agrees that, to the extent allowed by law, all rental, license or other income generated from third parties leasing or licensing space within the Park shall be paid to the Parks Department in recognition of the Department's responsibility to maintain the improvements. The terms and provisions of this Section 21 shall extend beyond the issuance of the Certificate of Completion by the County's Parks Director for a period of twenty (20) years.

22. Maintenance Endowment. The County permits and encourages JPD to establish an endowment that will provide funds to allow the County to keep the Park and its amenities in safe and useable condition.

23. Indemnity. To the fullest extent permitted by law, JPD and the County shall each be liable for their own respective acts, omissions and negligence and each agrees to indemnify and hold the other harmless for any injuries, losses, damages, costs and expenses resulting from its acts, omissions and negligence. The County's liability hereunder shall be limited by Wisconsin State Statutes §§345.03(3) for automobile and §§893.80(3) for general liability.

24. Insurance. JPD and its contractors shall purchase and maintain policies of insurance and proof of financial responsibility to cover costs as may arise from claims for damages to property of and/or claims which may arise out of or result from their activities by whomever performed, in such coverage and amounts as required and approved by the County. Acceptable proof of such coverage shall be furnished to the County prior to commencement of activities under this Agreement. A Certificate of Insurance shall be submitted for review for each successive period of coverage for the duration of this Agreement unless otherwise specified by the County, in the minimum amounts specified below.

Type of Coverage	Minimum Limits
Wisconsin Workers Compensation or Proof of All States Coverage	Statutory (waiver of subrogation)
Employers Liability & Disease	\$100,000/\$500,000/\$100,000
General Liability (including Contractual Liability, Premises Operations, Independent Contractor's Protective, Broad Form Property Damage)	
Bodily Injury & Property Damage	\$1,000,000 Per Occurrence
To include Personal Injury, Fire, Products and Completed Operations Contractual Liability and X, C and U (Products and Completed Operations to be maintained for two (2) years after final payment. Broad Form Property Damage Coverage shall include completed operations.)	\$2,000,000 Aggregate
Environmental Impairment Insurance	\$1,000,000 Aggregate (If required)
Automobile Liability	
Bodily Injury & Property Damage All Autos	\$1,000,000 Per Accident

Except for Environmental Impairment Insurance and Employers Liability, Milwaukee County shall be named as an Additional Insured in the general liability policies as its interests may appear as respects the services provided in this Agreement; in the event there are any contractors, then JPD and Milwaukee County shall be named as its Additional Insureds. A thirty (30) day written notice of cancellation or non-renewal shall be afforded to Milwaukee County. Any Requests for Proposal issued by JPD must require these insurance provisions of the bidders and their subcontractors.

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

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

25. Assignment. Neither party may assign its rights under this Agreement without the written consent of the other party hereto. Subject to the preceding sentence, this Agreement shall be binding upon the parties hereto, their successors and assigns.

26. Default Remedies.

(a) Default by JPD. If JPD defaults in the performance or observance of any other terms, covenants or conditions herein contained and such default shall continue for forty-five (45) days after written notice thereof to JPD (or if such default is not of a type that can reasonably be corrected within forty-five (45) days and JPD fails to commence promptly and in good faith to proceed with due diligence to correct such default), then in any of the above-described events, the County may elect to terminate the Agreement. The County shall also have the right, at its option, to cure any default by JPD and recover from JPD the costs and expenses incurred by the County in curing such default.

(b) Default by County. In the event of default by the County in the performance or observance of any of the covenants or conditions herein contained and which shall continue for forty-five (45) days after written notice thereof to the County (or if such default is not of a type that can reasonably be corrected within forty-five (45) days, then if the County fails to commence promptly and in good faith to proceed with due diligence to correct such default), then in any of the above-described events, JPD shall have the right, at its option, to immediately terminate the Agreement or to cure any default by the County and recover from the County the reasonable costs and expenses incurred by JPD in curing such default.

27. Termination at Will. Either party may terminate this Agreement without cause by giving the other party at least one hundred twenty (120) days' prior written notice. Notwithstanding the foregoing, if County terminates the Agreement without cause, County shall pay Operator the depreciated value for any capital improvements to the Park made by Operator pursuant to the Agreement, which shall be determined based upon the original cost of the improvement and through use of a twenty (20) year straight-line depreciation method dated from the date of completion.

28. Ownership of Improvements. Permanent improvements to the Park made by JPD shall, upon completion, become the property of the County.

29. Authorization. Each party hereto represents, warrants and covenants that the execution and delivery of this Agreement does not contravene, result in a breach of, or constitute a default under any contract or agreement to which it is a party or by which it may be bound and does not violate or contravene any law, order, decree, rule or regulation to which it is subject. Each of the persons executing this Agreement represents and warrants that the entity for whom he or she is signing is duly organized and existing, has full right and authority to enter into this Agreement, that the person signing on behalf of such party is authorized to do so by appropriate action, and that the terms, conditions and covenants in this Agreement are enforceable against such party.

30. Notices. Any notice required or permitted under this Agreement shall be deemed sufficiently given or served if sent by registered or certified mail to the respective addresses set forth below:

To JPD:	Center for Resilient Cities, Inc. Attn: Marcia Caton Campbell, Executive Director 200 N. Blount St.
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Madison, WI 53703

With a copy to: Douglas S. Buck
Foley & Lardner LLP
150 E. Gilman St.
Madison, WI 53703

To the County: Milwaukee County Dept. of Parks,
Recreation & Culture
Attn: John Dargle, Interim Director
9480 W. Watertown Plank Rd.
Wauwatosa, WI 53226

With a copy to: Office of the Corporation Counsel

Milwaukee County Courthouse
901 N. 9th St., #303
Milwaukee, WI 53233

Either party may, by like notice at any time, and from time to time, designate a different address by which notices shall be sent. Notices given in accordance with these provisions shall be deemed received when mailed.

31. Prohibited Practices.

(a) Conflict of Interest. During the Term, JPD shall not hire, retain or utilize for compensation any member, officer or employee of the County or any person who, to the actual knowledge (without inquiry) of JPD, has a Conflict of Interest (as hereinafter defined). A “**Conflict of Interest**” is a set of circumstances that creates a risk that professional judgment or actions regarding a primary interest will be unduly influenced by a secondary interest.

(b) Code of Ethics. JPD hereby acknowledges that portion of 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.

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

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

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

35. Construction; Jurisdiction. This Agreement involves property located within the state of Wisconsin and shall be construed and governed according to the laws of the State of Wisconsin. Any dispute between the parties shall be finally resolved in the federal and State courts located in Milwaukee County, Wisconsin.

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

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

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

SIGNATURE PAGE FOLLOWS

IN WITNESS WHEREOF, the parties hereto have executed this Agreement at Milwaukee County, Wisconsin.

**MILWAUKEE COUNTY DEPARTMENT
OF PARKS, RECREATION AND CULTURE**

By: _____ Date : _____
John Dargle, Interim Director

**CENTER FOR RESILIENT CITIES, INC. D/B/A
JOHNSONS PARK DEVELOPMENT, LLC**

By: _____ Date : _____
Marcia Caton Campbell, Executive Director

Approved as to form and independent status: _____
Corporation Counsel

Reviewed by: _____
Risk Management

Approved with regard to County Ordinance Chapter 42: _____
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
REVISED CONCEPT PLAN

Attached.

EXHIBIT C
REVISED BUDGET

Attached.

EXHIBIT D
EQUAL OPPORTUNITY CERTIFICATE

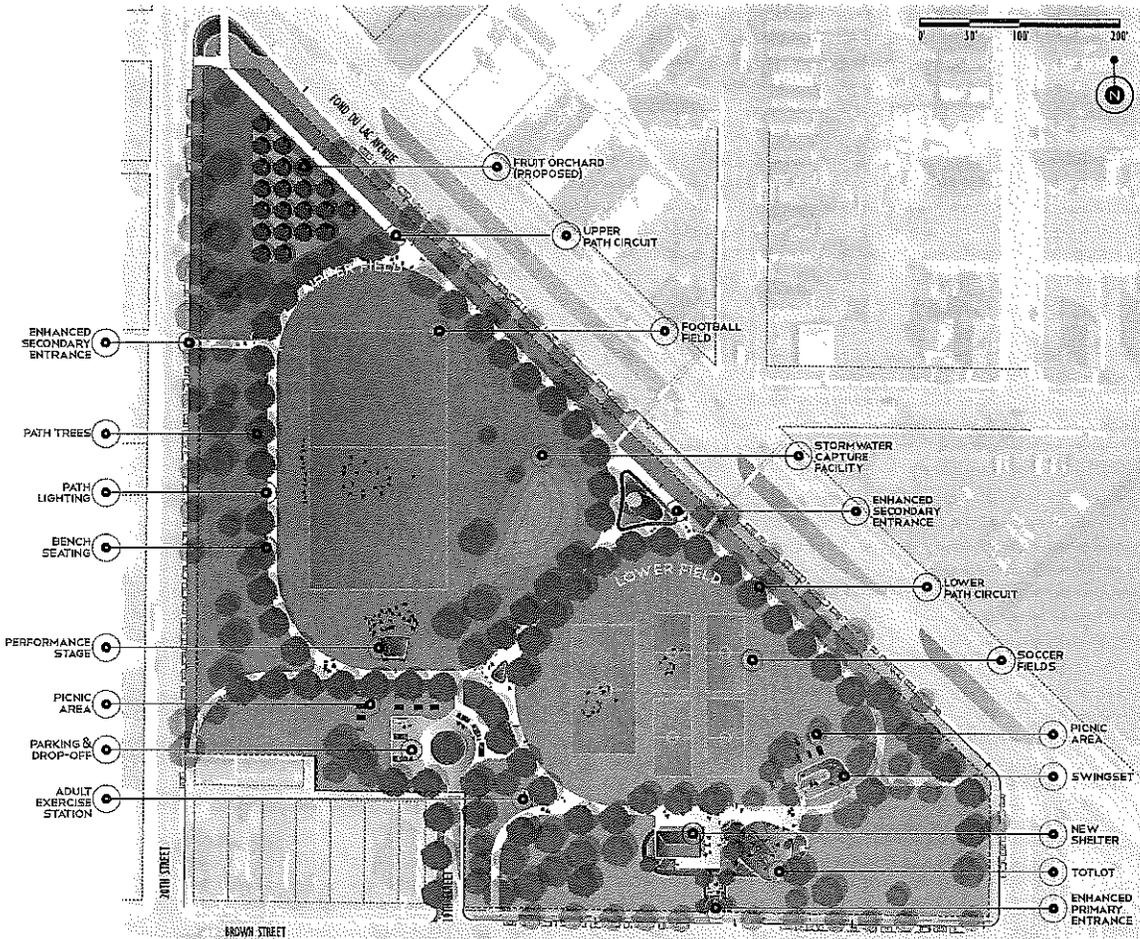
Attached.

Exhibit D

JOHNSONS PARK
REVITALIZATION

{ CONCEPT PLAN }

DRAFT



PRELIMINARY WORKING COST OPINION [SUMMARY]

03.13.2013

JOHNSONS PARK INITIATIVE



CONSTRUCTION ITEMS

DEMOLITION	\$	61,200
EARTHWORK, GRADING & STORM WATER	\$	74,500
PAVING & HARD SURFACES	\$	150,200
PLANT MATERIAL	\$	87,500
BED PREP & FINISHING	\$	11,300
AMENITIES	\$	26,750
ELECTRICAL	\$	227,000
STRUCTURES (<i>Performance Stage</i>)	\$	150,000
MAINTENANCE	\$	10,000
Construction SUBTOTAL	\$	798,450
<i>General Conditions (7%)</i>	\$	55,900
<i>Permits (1%)</i>	\$	8,000
<i>Contractor O&P (6%)</i>	\$	47,900
Construction Management SUBTOTAL	\$	111,800
1) CONSTRUCTION & CONSTRUCTION MANAGEMENT TOTAL (14%)	\$	910,250
2) CONTINGENCY TOTAL (10%)	\$	91,025
<i>Fees (Design, Legal, Engineering) (12.5%)</i>	\$	113,800
<i>Administration (15%)</i>	\$	136,550
<i>Fund Raising (12%)</i>	\$	109,250
3) PROJECT MANAGEMENT & DESIGN TOTAL (39.5%)	\$	359,600
PROJECT TOTAL	\$	1,360,875

NOTE: Cost opinion represents anticipated pricing for the Project. Costs will continue to undergo refinement as a result of engineering plans, adherence to County Park construction standards, and estimates secured from specific service providers and vendors through a bid process. Following Preliminary Plan Review by Milwaukee County Parks Department, cost opinion will be revised in tandem with site plan modifications.

CHRIS ABELE, MILWAUKEE COUNTY EXECUTIVE
JOHN DARGLE, JR., INTERIM DIRECTOR OF PARKS, RECREATION AND CULTURE

Date: September 3, 2013

To: Chairwoman Marina Dimitrijevic, Milwaukee County Board of Supervisors

From: John Dargle, Jr., Interim Director, Department of Parks, Recreation and Culture

Subject: **Request for the Transfer of Jurisdiction of County-owned Land to the Department of Parks, Recreation, and Culture – ACTION**

POLICY

The Department of Parks, Recreation and Culture (DPRC), in coordination with the Milwaukee County Department of Administrative Services (DAS) and Milwaukee County Department of Transportation (MCDOT), is requesting that the Milwaukee County Board of Supervisors (Board) transfer the jurisdiction of land adjacent to the Root River Parkway to the DPRC.

BACKGROUND

Within the Root River Parkway, the DPRC owns The Rock sports complex (formerly Crystal Ridge Ski Hill). The Rock Sports Complex, LLC (The Rock) currently operates this complex for the DPRC under the terms of a Management Agreement. Adjacent to the complex are additional parcels of land owned by Milwaukee County yet not currently under the jurisdiction of the DPRC. One parcel was acquired to facilitate the closure of the Crystal Ridge landfill and is managed by the DAS. The second parcel is former Highway Right of Way remaining from the reconstruction of Loomis Road by the State. This parcel currently contains Crystal Ridge Drive and Old Loomis Road which are operated by MCDOT. Discussions between staff of the DPRC, DAS and MCDOT have determined that it is in the best interests of the County to place these parcels under the jurisdiction of the DPRC to improve the functional uses of these properties and to provide the opportunity to have these united parcels managed under the existing agreement with The Rock. Exhibit A shows those parcels of land to be transferred to the jurisdiction of the DPRC.

RECOMMENDATION

The Interim Parks Director respectfully requests that the Board transfers jurisdiction of the land shown in Exhibit A to DPRC and that the DPRC and appropriate County staff are authorized to negotiate and amend the current Management Agreement with The

Rock Sports Complex, LLC to include future management and maintenance of these parcels by adopting the attached resolution.

Prepared by: Kevin Haley, Landscape Architect/DPRC

Recommended by:

Approved by:

Laura Schloesser, Chief of
Administration and External Affairs

John Dargle, Jr., Interim Parks
Director

Attachment A – Map of Proposed Jurisdictional Transfer Parcels

cc: County Executive Chris Abele
Amber Moreen, Chief of Staff, County Executive's Office
Kelly Bablitch, Chief of Staff, County Board
Sup. Gerry Broderick, Chair, Parks, Energy & Environment Committee
Sup. Khalif Rainey, Vice-Chair, Parks, Energy & Environment Committee
Sup. Tony Staskunas, District 17
Daniel Laurila, Fiscal Mgt. Analyst, Admin & Fiscal Affairs/DAS
Alexis Gassenhuber, Parks, Energy & Environment Committee Clerk
Jessica Janz-McKnight, Research Analyst, County Board
Scott Manske, Comptroller, Office of the Comptroller
Brian Dranzik, Director, MCDOT
Don Tyler, Director, DAS
Julie Esch, Deputy Director of Operations, DAS
Teig Whaley-Smith, Economic Development Director, DAS
Paul Kuglitsch, Principal Assistant, Corporation Counsel

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(ITEM NO.) From the Interim Director, Department of Parks, Recreation and Culture (DPRC), respectfully requesting that the Milwaukee County Board of Supervisors (Board) transfers the jurisdiction of County-owned land adjacent to the Root River Parkway to DPRC, by recommending adoption of the following:

A RESOLUTION

WHEREAS, within the Root River Parkway the DPRC owns The Rock sports complex (formerly Crystal Ridge Ski Hill); and

WHEREAS, The Rock Sports Complex, LLC (The Rock) currently operates this complex for the DPRC under the terms of a Management Agreement; and

WHEREAS, adjacent to the complex are additional parcels of land owned by Milwaukee County yet not currently under the jurisdiction of the DPRC; and

WHEREAS, one parcel was acquired to facilitate the closure of the Crystal Ridge landfill and is managed by the DAS; and

WHEREAS, the other parcel is former Highway Right of Way remaining from the realignment and reconstruction of Loomis Road by the State; and

WHEREAS, this parcel currently contains Crystal Ridge Drive and Old Loomis Road which are operated by MCDOT; and

WHEREAS, discussions between staff of the DPRC, DAS and MCDOT have determined that it is in the best interests of the County to place these parcels under the jurisdiction of the DPRC to improve the functional uses of these properties and to provide the opportunity to integrate these parcels and have them managed under the existing agreement with The Rock; and

WHEREAS, DPRC, in coordination with the Milwaukee County Department of Administrative Services (DAS) and Milwaukee County Department of Transportation (MCDOT), has requested that the Milwaukee County Board of Supervisors (Board) transfer the jurisdiction of land adjacent to the Root River Parkway to the DPRC; and

WHEREAS, the parcels are identified on the attached Exhibit A; and

WHEREAS, authorization is required to transfer the jurisdiction of these parcels of to DPRC; and

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WHEREAS, the Parks Director has recommended that these parcels be dedicated as parkland; now, therefore,

BE IT RESOLVED, that the Milwaukee County Board of Supervisors hereby authorizes and directs that the parcels identified on the attached exhibit are hereby transferred to the jurisdiction of the Department of Parks, Recreation, and Culture; and

BE IT FURTHER RESOLVED, that appropriate County Staff from Corporation Counsel, DPRC, DAS and MCDOT are authorized and directed to prepare, review, approve, execute and record any documents or perform actions required to facilitate this transfer of jurisdiction; and

BE IT FURTHER RESOLVED, that appropriate County staff from Corporation Counsel, DPRC, DAS and MCDOT are authorized to modify the current Management Agreement with The Rock Sports Complex, LLC to include future management and maintenance of the expanded site area and improvements and to prepare, review, approve, execute and record any documents or perform actions required to facilitate the continuing development and future phases of The Rock Sports Complex.

MILWAUKEE COUNTY FISCAL NOTE FORM

DATE: September 3, 2013

Original Fiscal Note

Substitute Fiscal Note

SUBJECT: Authorization to Transfer Jurisdiction of County-owned Land adjacent to the Root River Parkway to the DPRC.

FISCAL EFFECT:

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

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

	Expenditure or Revenue Category	Current Year	Subsequent Year
Operating Budget	Expenditure	0	-20,000
	Revenue	0	0
	Net Cost	0	0
Capital Improvement Budget	Expenditure	0	-1,000,000
	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. Seeking authorization to transfer the jurisdiction of County property adjacent to the Root River Parkway to the DPRC
 - B. None.
 - C. Capital and Operational expenses for the existing roadways will be reduced in the future by shifting construction and maintenance responsibilities under the conditions of the current Management Agreement between the DPRC and The Rock.
 - D. N/A

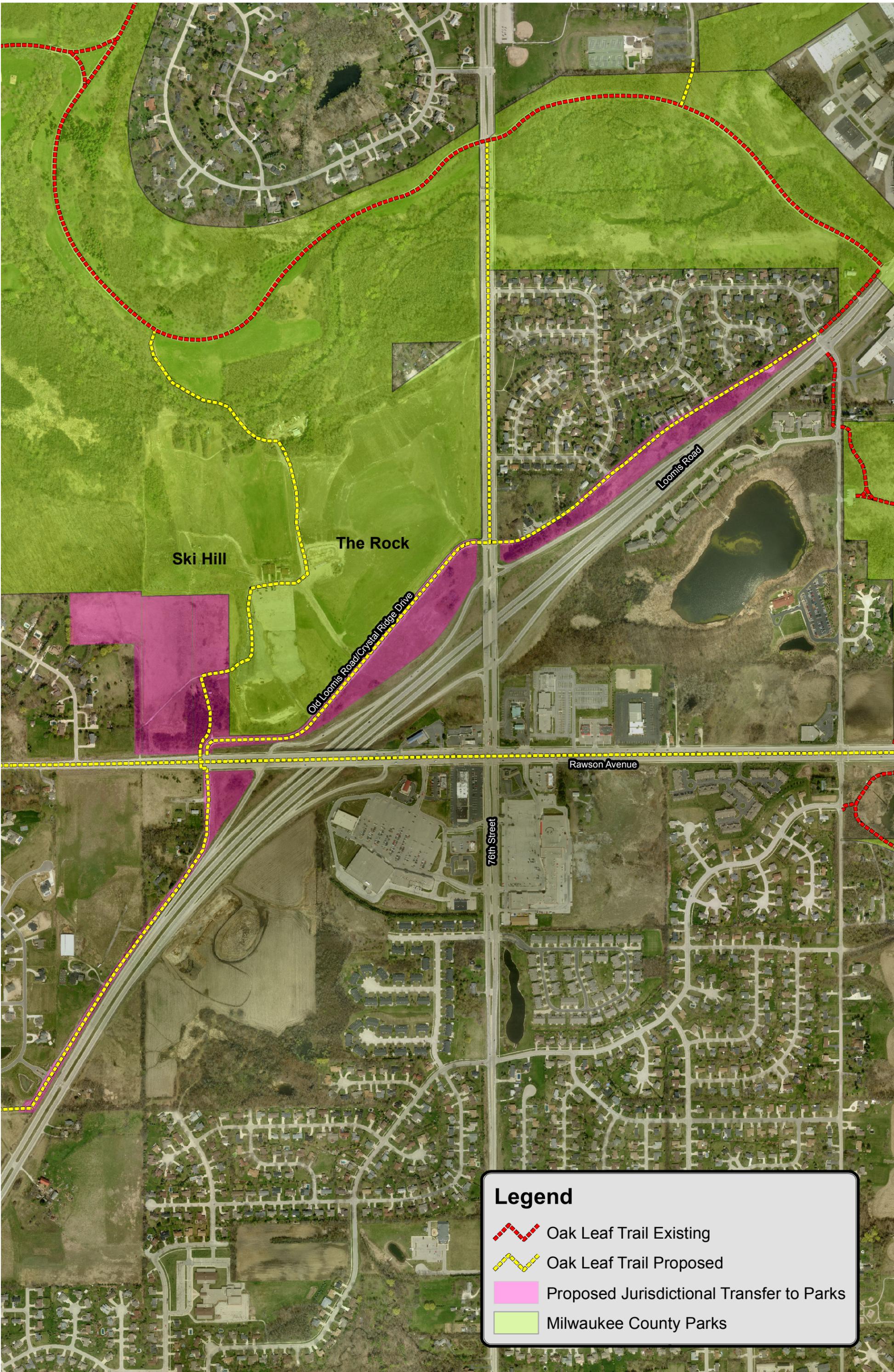
Department/Prepared By Kevin Haley/Landscape Architect, DPRC

Authorized Signature _____

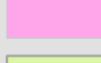
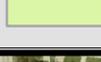
Did DAS-Fiscal Staff Review? Yes No

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.



Legend

-  Oak Leaf Trail Existing
-  Oak Leaf Trail Proposed
-  Proposed Jurisdictional Transfer to Parks
-  Milwaukee County Parks

CHRIS ABELE, MILWAUKEE COUNTY EXECUTIVE
JOHN DARGLE, JR., INTERIM DIRECTOR OF PARKS, RECREATION AND CULTURE

DRAFT

Date: September 3, 2013

To: Chairwoman Marina Dimitrijevic, Milwaukee County Board of Supervisors

From: John Dargle, Jr., Interim Director, Department of Parks, Recreation and Culture

Subject: **WISPARK, LLC Request for a Storm Sewer Easement – Action**

POLICY

The Department of Parks, Recreation and Culture (DPRC) respectfully requests authorization to grant to WISPARK, LLC (WISPARK) a permanent easement in and across the Root River Parkway to allow the discharge of storm water to the Root River.

BACKGROUND

WISPARK is preparing to develop the new Oakview Business Park in the City of Oak Creek. The business park will be located southwest of the intersection of S. Howell Avenue and W. Oakwood Road. This property is currently undeveloped and adjacent to the Root River Parkway. This section of the parkway is also undeveloped with the exception of a segment of Oak Leaf Trail that runs east of S. Howell Avenue and connects with the other trail segments located in the southwest part of the county.

The proposed business park will have an internal system of roads and trails connecting to both Oakwood Road and Howell Avenue. The site currently slopes toward the southwest and drains to the Root River. The development will have an internal storm water collection system that collects water into several detention ponds that ultimately will drain to the river in the same location that the current surface runoff does. The storm water will be discharged within the boundaries of the WISPARK property but would flow across the park lands on its way to the Root River. WISPARK has requested that the County grant a perpetual easement to allow some of the storm water discharge and related improvements within the Parkway.

DPRC has reviewed the preliminary plans for these proposed improvements to ensure that the potential impacts to County parkland from the proposed improvements within the subject area are minimal. The proposed easement will provide the land rights to

discharge water, install, operate and maintain the improvements at no cost to the County. WISPARK has agreed to compensate the DPRC for this easement by constructing an extension of the Oak Leaf Trail from its current terminus on the east side of Howell Avenue to connect with the proposed trails within the development. The project is scheduled to be completed in 2014. All areas disturbed by the construction, operation or maintenance of the subject areas will be restored to DPRC specifications at no cost to the County. Appropriate County staff will review and approve all documents as required prior to execution.

RECOMMENDATION

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

Prepared by: Kevin Haley, Landscape Architect/DPRC

Recommended by:

Approved by:

Laura Schloesser, Chief of
Administration and External Affairs

John Dargle, Jr., Interim Parks
Director

Attachment A – Proposed Storm Water Discharge Easement

Attachment B – Map of Proposed Oak Leaf Trail Extension

cc: County Executive Chris Abele
Amber Moreen, Chief of Staff, County Executive's Office
Kelly Bablitch, Chief of Staff, County Board
Sup. Gerry Broderick, Chair, Parks, Energy & Environment Committee
Sup. Khalif Rainey, Vice-Chair, Parks, Energy & Environment Committee
Supervisor Steve Taylor, District 9
Daniel Laurila, Fiscal Mgt. Analyst, Admin & Fiscal Affairs/DAS
Alexis Gassenhuber, Parks, Energy & Environment Committee Clerk
Jessica Janz-McKnight, Research Analyst, County Board
Scott Manske, Comptroller, Office of the Comptroller

Jerold Franke, President, WISPARK, LLC

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

A RESOLUTION

WHEREAS, WISPARK is preparing to develop the new Oakview Business Park in the City of Oak Creek; and

WHEREAS, the business park will be located southwest of the intersection of S. Howell Avenue and W. Oakwood Road; and

WHEREAS, this property is currently undeveloped and adjacent to the Root River Parkway; and

WHEREAS, WISPARK has requested that Milwaukee County grant it a permanent easement to discharge storm water, construct, operate and maintain related storm water improvements in and across DPRC property in the Root River Parkway; and

WHEREAS, this section of the parkway is also undeveloped with the exception of a segment of Oak Leaf Trail that runs east of S. Howell Avenue and connects with the other trail segments located in the southwest part of the county; and

WHEREAS, the proposed business park will have an internal system of roads and trails connecting to both Oakwood Road and Howell Avenue; and

WHEREAS, the site currently slopes toward the southwest and drains to the Root River; and

WHEREAS, the development will have an internal storm water collection system that collects water into several detention ponds that ultimately will drain to the river in the same location that the current surface runoff does; and

WHEREAS, the storm water will be discharged within the boundaries of the WISPARK property but would flow across the park lands on its way to the Root River; and

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

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WHEREAS, the proposed easement will provide the land rights to discharge storm water, install, operate and maintain the system across and on County land; and

WHEREAS, DPRC has reviewed the preliminary plans for these proposed improvements to ensure that the potential impacts to County parkland from the proposed improvements within the subject area are minimal; and

WHEREAS, all areas disturbed by the construction, operation or maintenance of the subject areas will be restored to DPRC specifications at no cost to the County; and

WHEREAS, the project is scheduled to be completed in 2014; and

WHEREAS, WISPARK has agreed to compensate the DPRC for this easement by constructing an extension of the Oak Leaf Trail from its current terminus on the east side of Howell Avenue to connect with the proposed trails within the development; and

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

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

WHEREAS, the Interim Parks Director has respectfully recommended that DPRC, Department of Administrative Services, Corporation Counsel and Risk Management staff be authorized to negotiate, prepare, review, approve, execute and record all documents and perform all actions required to grant a permanent easement to WISPARK, LLC to discharge storm water and for the construction, operation and maintenance of portions of its proposed storm sewer system within the Root River Parkway. It is further recommended that the County Executive and County Clerk be authorized to execute the easements and required now, therefore,

BE IT RESOLVED, that the Milwaukee County Board of Supervisors does hereby authorize the Parks Director, the Department of Administrative Services, Risk Management, Corporation Counsel and Register of Deeds to negotiate, prepare, review, approve, execute and record all documents, and perform all actions as required to grant, execute and implement the required permits and easements to WISPARK, LLC for the construction, operation and maintenance of a sanitary sewer in and across portions of the Root River Parkway; and

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

MILWAUKEE COUNTY FISCAL NOTE FORM

DATE: September 3, 2013

Original Fiscal Note

Substitute Fiscal Note

SUBJECT: Authorization to grant WISPARK, LLC a permanent easement in and across a portion of the Root River Parkway to allow the discharge of storm water to the Root River.

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. Seeking authorization to grant WISPARK, LLC a permanent easement in and across a portion of the Root River Parkway to allow the discharge of storm water to the Root River
 - B. WISPARK will construct an extension of the Oak Leaf Trail that will connect their proposed Oakview Business Park development with the existing trail near Howell Avenue south of Oakwood Road at no cost to the County as compensation for this easement.
 - C. None
 - D. N/A

Department/Prepared By Laura Schloesser/Chief of Admin & External Affairs, 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.

Document Number

PERMANENT EASEMENT

Exempt from fee: s.77.25 (2r) Wis. Stats.

THIS EASEMENT, made by **MILWAUKEE COUNTY**, a Municipal Body Corporate duly organized and existing under and by virtue of the laws of the State of Wisconsin (hereinafter referred to as **COUNTY**), **GRANTOR**, hereby conveys a **PERMANENT EASEMENT** to the following **GRANTEE**, **Wispark, LLC**, a Wisconsin Limited Liability Company, and its successors and assigns (hereinafter referred to as **GRANTEE**), for the sum of One Dollar (\$ 1.00) and other good and valuable consideration for the purpose of constructing, operating, maintaining, repairing and reconstructing Stormwater Discharge Conveyance Structures, their related appurtenances, hereinafter referred to as facilities, and storm water drainage in, upon, under, over, through and along certain lands as described below.

Legal Description: (See Attached Exhibit A)

This Easement Grant is Subject To the Following Terms

and Special Conditions:

1. The **COUNTY** reserves to itself, its successors and assigns the right to make use of the land included in the above-mentioned legal description (the Easement Areas) and to erect buildings or other structures thereon, as will not injure or disturb the facilities or related appurtenances, provided, however that plans for said improvements shall be reviewed and approved by the **GRANTEE**. Said approval shall not be unreasonably withheld and the review will be made in a timely fashion at no charge to the **COUNTY**.
2. It is further understood and agreed that the **COUNTY** may construct in, upon or along said easement such improvements (the Improvements) relating to vehicular traffic or public usage (including but not limited to driveways, roadways, parking areas, walkways, trails, signage and lighting) as the **COUNTY** may deem appropriate provided such improvements do not damage the facilities and appurtenances thereto installed by the **GRANTEE**.
3. The **GRANTEE** shall provide written notice to the Director of the Milwaukee County Department of Parks, Recreation and Culture prior to the commencement of any work within the easement area by the **GRANTEE**. Said notice shall indicate the anticipated start date and duration of the proposed work and include; plans showing the location, depth, type of installation, trees and shrubs within line or easement, drawings and specifications detailing construction methodology, the erosion and sedimentation control plan and the preservation and restoration methods to be employed. These shall be reviewed and approved by the **COUNTY** prior to commencing any construction activities. Said approval shall not be unreasonably withheld and the review will be made in a timely fashion at no charge to the **GRANTEE**.
4. The **GRANTEE** shall secure and pay for all permits required by any governing body or agency, including but not limited to, the Milwaukee County Department of Parks, Recreation and Culture before any substantial construction, repair or maintenance work commences. All construction, operation and repairs of the facilities installed within this easement shall be completed at no expense to the **COUNTY**.
5. No trees, shrubs or vegetation within or adjacent to the easement area shall be removed, trimmed or damaged without the written permission of the Department of Parks, Recreation and Culture. In that regard, a specific construction and restoration landscaping plan has been reviewed and approved by said department of Milwaukee County.
6. It is an express condition of the granting of this easement that as much of the surface and subsurface of the soil and as much of the Improvements as may be disturbed or damaged in the construction, operation, use, maintenance and

DRAFT

This space is reserved for recording data

Return to

Parcel Identification Number/Tax Key Number

Tax Key Number

repair of the purpose for which this easement is granted will, at the expense of the GRANTEE, be replaced or repaired to essentially the same condition, or better, as existed immediately prior to the occurrence of such damage, to the satisfaction of the Milwaukee County Department of Parks, Recreation and Culture.

7. The COUNTY and GRANTEE hereby expressly agree to defend, hold harmless and indemnify each other from and against any and all claims, actions, liabilities, damages, expenses and judgments, including but not limited to, reasonable attorneys fees, reasonable investigative and discovery costs, court costs, and all other sums on account of any injury to any persons, loss of life or damage to property occurring on the Easement Areas and on the ways immediately adjoining the Easement Areas caused by the active or passive negligence or willful misconduct of such Party, its employees, agents or servants; provided that no Party shall be required to indemnify any other Party against any injury to persons, to the extent it is caused by the active or passive negligence or willful misconduct of such other Party, its agents, servants or employees.
8. This easement shall terminate upon the abandonment or non-use of the facilities herein authorized to be constructed in, under, over, and along said easement. Prior to abandonment or upon non-use, the facilities and related structures shall be abandoned in accordance with "Wisconsin State Standards for Facilities and Water Construction" and other applicable standards. The site shall be restored to the satisfaction of the COUNTY.
9. The Milwaukee County Department of Public Works utilizing available data has reviewed this easement, but in no way can the COUNTY assure complete accuracy. The GRANTEE shall comply with all state and local laws regarding location and protection of existing utilities. The GRANTEE shall contact Diggers Hotline, the Park Maintenance Division of the Milwaukee County Department of Parks, Recreation and Culture and all applicable municipalities prior to commencing any construction to verify all pertinent easements and existing utility locations within the Easement Areas. Punitive damages will be charged, if easements are not strictly adhered to, for additional personal charges and subsequent property damages.

NOW, THEREFORE, it is further agreed that the GRANTEE in consideration of the easement so granted to it through all the land previously described, hereby covenants and agrees with the Grantor(s) that it will construct and maintain said facilities in good order and condition and that, in and during the construction of said facilities and thereafter in and about their operation, maintenance, repair or reconstruction, will indemnify and save harmless the Grantor(s), its successors and assigns, from all loss or injury to its property due to such construction, operation, maintenance, repair and reconstruction, and that no special charge will be made against said land, for the cost of such construction, operation, maintenance, repair and reconstruction. The GRANTOR(s) reserves unto itself, its successors and assigns, all mineral rights and the right to make such use of the land included in the previously described permanent easement and to erect such buildings or other structures thereon as will not injure or disturb said facilities provided, however, that plan for said improvements be reviewed and approved by the GRANTEE prior to construction. Said approval will not be unreasonably withheld and the review will be made in a timely fashion for no charge to the GRANTOR.

TO HAVE AND TO HOLD the same to the only proper use and benefit, of the GRANTEE, its successors and assigns forever, and the foregoing shall bind the successors and assigns of the COUNTY and the GRANTEE.

SIGNATURE PAGE FOLLOWS

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

MILWAUKEE COUNTY

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

(Date)

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

State of Wisconsin)
) ss.
Milwaukee County

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

(Signature, Notary Public, State of Wisconsin)

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

(Date Commission Expires)

Approved as to form:

Reviewed by:

Milwaukee County Corporation Counsel

Milwaukee County Risk Management

GRANTEE: WISPARK LLC

(Signature)

(Print Name and Title)

(Date)

State of Wisconsin)
) ss.
_____ County)

On the above date, this instrument was acknowledged before me by the above named _____ of _____,

known to me to be such officer, and who acknowledged that she executed the forgoing instrument on its behalf for the purpose aforesaid and by its authority as such officer.

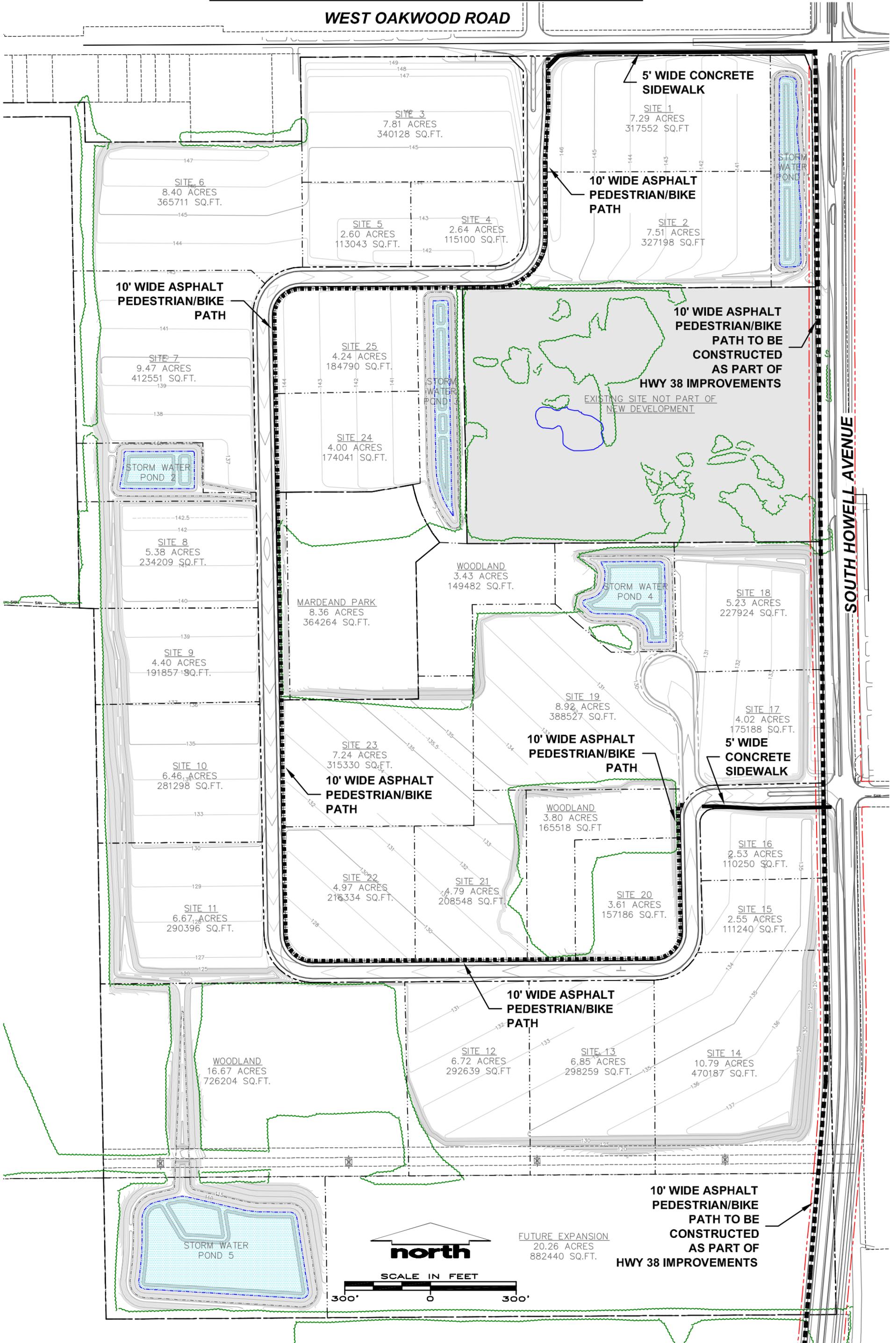
(Signature, Notary Public, State of Wisconsin)

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

(Date Commission Expires)

OAKVIEW BUSINESS PARK PEDESTRIAN/BIKE PATH EXHIBIT

WEST OAKWOOD ROAD



SOUTH HOWELL AVENUE





CHRIS ABELE, MILWAUKEE COUNTY EXECUTIVE
JOHN DARGLE, JR., INTERIM DIRECTOR OF PARKS, RECREATION AND CULTURE

Date: September 3, 2013

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

From: John Dargle, Jr., Interim Director, Department of Parks, Recreation and Culture

Subject: **Fall 2013 Requests for Proposals (RFPs) – INFORMATIONAL**

ISSUE

A verbal presentation regarding the Department of Parks, Recreation and Culture's (DPRC) intention to issue several RFPs in fall 2013.

BACKGROUND

The DPRC has routinely issued RFPs to explore revenue-generating and programming partnerships. This fall, the DPRC plans on issuing four RFPs.

The DPRC has issued several RFPs for food and beverage services in the past, most recently for beer gardens in January and March, 2013. This new RFP will present an opportunity to provide food and beverage services including, but not limited to, beer gardens, concession stands, mobile vending, and coffee shops in a variety of venues.

The Brown Deer clubhouse food and beverage RFP will seek proposals from vendors interested in providing service in the restaurant at the Brown Deer Golf Course clubhouse. Other activities can include catering special events such as corporate meetings, charity golf outings, and weddings. The DPRC will work with the Office of the Comptroller prior to issuance to ensure there are no outstanding bonding issues that would prohibit this partnership.

The DPRC issued a ropes course RFP in January 2012 for the summer 2012 season; however, vendors felt that the timeframe given for construction was not realistic. There is a strong desire from vendors to create an interactive ropes course within Milwaukee County that will utilize the existing landscaping and topography found throughout the park system without negatively impacting the flora or fauna.

The general services RFP will solicit proposals from agencies to increase and/or supplement programming and recreational opportunities throughout the park system.



The DPRC is interested in supporting a system of partners and highly-qualified programmers that provide educational classes, structured outings, camps, tours, and sporting events for a diverse population.

RECOMMENDATION

No action requested. Informational item unless further action required.

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

Recommended by:

Approved by:

Laura Schloesser, Chief of
Administration and External Affairs

John Dargle, Jr., Interim Parks
Director

cc: County Executive Chris Abele
Amber Moreen, Chief of Staff, County Executive's Office
Kelly Bablitch, Chief of Staff, County Board
Sup. Khalif Rainey, Vice-Chair, Parks, Energy & Environment Committee
Daniel Laurila, Fiscal Mgt. Analyst, Admin & Fiscal Affairs/DAS
Scott Manske, Comptroller, Office of the Comptroller
Alexis Gassenhuber, Parks, Energy & Environment Committee Clerk
Jessica Janz-McKnight, Research Analyst, County Board

CHRIS ABELE, MILWAUKEE COUNTY EXECUTIVE
JOHN DARGLE, JR., INTERIM DIRECTOR OF PARKS, RECREATION AND CULTURE

Date: September 3, 2013

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

From: John Dargle, Jr., Interim Director, Department of Parks, Recreation and Culture

Subject: **Agency Accreditation through the Commission for Accreditation of Park and Recreation Agencies (CAPRA) – INFORMATIONAL**

ISSUE

A verbal presentation regarding the Department of Parks, Recreation and Culture's (DPRC) pursuit of CAPRA accreditation.

BACKGROUND

The DPRC was a proud recipient of the National Gold Medal for Excellence in Park and Recreation Management in 2009. While the department is honored with that achievement, the DPRC has committed to a next step of excellence – agency accreditation. CAPRA provides agencies a process by which they can self-assess against national standards of excellence and established industry best practices. The process of accreditation may take 2-3 years but will provide the DPRC an opportunity for an in-depth study of its processes, procedures, policy, and services. Out of approximately 10,000 park and recreation agencies nationwide, there are only 106 that have successfully completed the accreditation process.

The DPRC has formed five core work teams comprised of a cross-section of employees representing each division. They are tasked with a comprehensive review of ten (10) standard categories comprised of 144 individual standards. The DPRC must meet 36 fundamental standards and 85% of the remaining 108. This process will require participation and commitment from all parks employees with a goal of unity, strength and direction. Many of the standards will require input and documentation from other Milwaukee County departments including, but not limited to, Department of Administrative Services, Human Resources, Office of the Comptroller, IMSD, Risk Management, Fleet Services, Office for Persons with Disabilities, and Department on Aging.

The DPRC has a goal of completing this process by fall 2015 and looks forward to the support of Milwaukee County, our partners and Friends, and our peers.

RECOMMENDATION

No action requested. Informational item unless further action required.

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