



Date: November 21, 2013

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

CC: Jay Williams

**Subject: Report from the Milwaukee Public Museum
Fiscal 2013 – Yearend Financial Update**

Summary

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

The revised Lease and Management Agreement between Milwaukee County and the MPM along with associated donor commitments for debt reduction created significant improvements to the museum's financial health which is evident in the attached statements. Fully audited results are included with this report.

Prior to the museum's fiscal yearend, the County's \$3 million contribution to the Pension Plan for Former County Employees significantly reduced the liability and associated cash contribution requirements for MPM. Donor commitments of \$4.5 million to eliminate the remaining term debt were recognized which added to the financial performance for the year. For fiscal 2013, MPM booked Revenue of \$19.2 million with a resulting \$8.7 million change in Net Assets.

Base museum attendance including exhibitions was down 3% from prior year at 380,000 visitors. Theater attendance was down substantially from prior year to 95,000 visitors due to the delay in the installation of the new 3D projection system. As part of MPM's agreement with the company that provided the new 3D projection system, an outside consultant is reviewing the local market and MPM's theater operations which will result in recommendations for improving attendance.

This spring, more than 5,000 3rd grade students from MPS participated in Learning Journeys, a planetary and earth science program focused on change through time. This was a program

Milwaukee Public Museum

designed to meet the specific needs of MPS teachers and it was funded through the MPS Foundation by the Bader Foundation. More than 6,000 students partook of programming through our Distance Learning program this spring and education staff provided visitor engagement activities for over 3,000 people.

The student exhibit, Darkness Illuminated, opened to the public on May 3rd. Each year, UW-Milwaukee / MPM Museum Studies students develop an exhibit from inception to completion. This year's exhibit will be on display from early May 2013 through April 2014 on the third floor of the Museum.

Starting September 27th, MPM opened “The Scoop on Poop”, an exhibit focused on the science of what animals leave behind. This interesting and fun exhibit will end in January 2014.

Works continues on a new permanent ancient civilizations exhibit that is expected to open in early 2015. A life-size Persian Warrior was completed and work has progressed on King Tut and his chariot and horses. A stone wall facade has been created in the third floor elevator lobby which provides a fitting entrance to the new exhibit area.

MPM’s collective bargaining agreement with AFSME was scheduled to expire June 30th. The parties have agreed to extend the current agreements six months through December 31, 2013. This allows more time for both management and the union to better understand the implications of changes to healthcare as requirements from the Affordable Care Act legislation.

Financial Results

Attached are audited financial statements for the fiscal 2013 year ending August 31st.

Operating revenues of \$19.2 million included the one-time \$3 million county pension contribution along with \$2.55 million in released from restriction revenue which went toward debt reduction. At \$13.8 million for the year, operating expenses were 5% below plan and \$2.2 million less than prior year. Non-operating impacts include investment income of \$0.7 million on \$7.1 million in endowment assets.

Major gift commitments through the museum’s capital campaign have improved MPM’s net assets from \$9.1 million at the end of the prior fiscal year to \$17.8 million as of the end fiscal 2013. These restricted gifts will reduce MPM’s debt obligations and resolve other facility related issues.

MPM’s remaining term debt of \$2.1 million will be extinguished over the next 4 years as donor pledges are realized. MPM also has a \$1.2 million working line of credit. As of August 31, \$375,000 had been borrowed against the line.

MPM continues to have a significant liability for retiree medical and life insurance costs for former county employees. As of August 31st, that actuarially calculated liability stands at \$4.6 million.

Milwaukee Public Museum

Looking Forward

BodyWorlds is back with a new exhibition opening to the public on February 6th, 2014. “*BodyWorlds, the Cycle of Life*” focuses on health and lifestyle choices impacting the body from birth to death. This fascinating exhibition will be accompanied by “The Human Body” full dome film, which takes the visitor through the systems and structures beneath the skin and looks at the biological processes that go on without our control and often without our notice.

Starting in January, MPM admission will be free to Milwaukee County Residents the first Thursday of every month in 2014. “Thank You Thursdays” are in addition to \$2.00 off the Museum admission fee any day of the week for Milwaukee County residents.

The museum’s south facing façade along Wells Street is currently under construction. The project will result in the largest solar panel array in Milwaukee. This project supports not only improvements to the building structure and insulation but will provide related museum programming focused on energy conservation and sustainability of resources.

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

Sincerely,

Michael A. Bernatz

Michael A. Bernatz
Chief Financial Officer
Milwaukee Public Museum

Milwaukee Public Museum

| | YTD | YTD | | Prior Year | Prior Year |
|--|-------------------|-------------------|--------------------|--------------------|--------------------|
| | Actual | Budget | Dev | Actual | Change |
| Revenue: | | | | | |
| Contributions and Membership | 3,665,921 | 3,756,110 | (90,189) | 3,269,607 | 396,314 |
| Special Event Revenue | 529,040 | 519,150 | 9,890 | 555,902 | (26,862) |
| Public Support | 6,502,376 | 3,502,376 | 3,000,000 | 3,502,376 | 3,000,000 |
| Admissions | 2,420,741 | 3,358,763 | (938,021) | 2,874,678 | (453,937) |
| Theatre/Planetarium | 497,988 | 1,037,787 | (539,800) | 710,361 | (212,374) |
| Programs | 169,142 | 176,265 | (7,122) | 157,376 | 11,766 |
| Contributed Services | 385,064 | 0 | 385,064 | 312,193 | 72,871 |
| Restaurant and Facility Rental | 192,499 | 331,081 | (138,582) | 266,762 | (74,263) |
| Retail | 655,903 | 793,848 | (137,945) | 629,013 | 26,890 |
| Other income | 67,037 | 126,179 | (59,142) | 201,383 | (134,346) |
| Net assets released from restrictions | 4,084,507 | 1,020,561 | 3,063,946 | 1,708,017 | 2,376,490 |
| Total Unrestricted Revenue | 19,170,217 | 14,622,119 | 4,548,098 | 14,187,668 | 4,982,549 |
| Operating Expenses: | | | | | |
| Cost of Goods Sold | 281,593 | 346,812 | (65,219) | 269,093 | 12,500 |
| Supplies | 1,369,241 | 1,779,898 | (410,657) | 1,211,228 | 158,013 |
| Salaries and Wages | 5,785,426 | 5,861,480 | (76,054) | 6,017,966 | (232,540) |
| Benefits | 1,239,391 | 1,311,228 | (71,837) | 1,332,565 | (93,174) |
| Travel | 104,319 | 116,921 | (12,602) | 200,774 | (96,455) |
| Insurance | 131,566 | 177,671 | (46,105) | 260,891 | (129,325) |
| Public Relations | 701,434 | 922,315 | (220,881) | 893,269 | (191,835) |
| Member/Donor Development | 45,508 | 101,409 | (55,900) | 39,360 | 6,148 |
| Subscriptions/Memberships | 25,413 | 37,800 | (12,387) | 29,582 | (4,169) |
| Maintenance | 563,007 | 630,256 | (67,249) | 1,479,954 | (916,947) |
| Utilities | 1,011,273 | 1,018,730 | (7,457) | 1,017,342 | (6,069) |
| Professional Fees | 542,228 | 504,317 | 37,911 | 1,140,533 | (598,305) |
| Interest Expense | 218,893 | 205,408 | 13,485 | 217,810 | 1,083 |
| Miscellaneous | 183,852 | 162,422 | 21,429 | 124,042 | 59,810 |
| Sales Tax Expense | 13,783 | 15,198 | (1,415) | 14,865 | (1,082) |
| Donated Services Used | 370,594 | 0 | 370,594 | 312,192 | 58,402 |
| Depreciation | 1,215,805 | 1,290,967 | (75,162) | 1,415,410 | (199,605) |
| Total Operating Expenses | 13,803,327 | 14,482,832 | (679,505) | 15,976,876 | (2,173,549) |
| Inc (dec) in unrestricted net assets before non operating items | 5,366,891 | 139,287 | 5,227,604 | (1,789,208) | 7,156,099 |
| Non Operating Items: | | | | | |
| Investment Earnings | 269,711 | 0 | 269,711 | (3,417,851) | 3,687,562 |
| Loss on Swap Liability | 108,193 | 0 | 108,193 | 157,999 | (49,806) |
| Pension & Post Retirement Expenses | 1,001,862 | (600,000) | 1,601,862 | (11,530) | 1,013,392 |
| Total Non Operating Items | 1,379,766 | (600,000) | 1,979,766 | (3,271,382) | 4,651,148 |
| Inc (dec) in unrestricted net assets | 6,746,656 | (460,713) | 7,207,369 | (5,060,590) | 11,807,246 |
| Changes in Temporarily Restricted Net Assets: | | | | | |
| Contributions | 5,643,019 | 7,618,000 | (1,974,982) | 2,936,825 | 2,706,194 |
| Investment Earnings | 421,146 | 0 | 421,146 | 296,055 | 125,091 |
| Contributed Services | 0 | 0 | 0 | 0 | 0 |
| Net assets released from restrictions for operations | (4,084,507) | (1,020,561) | (3,063,946) | (1,708,017) | (2,376,490) |
| Inc (dec) in temporarily restricted net assets | 1,979,658 | 6,597,439 | (4,617,781) | 1,524,863 | 454,795 |
| Changes in Permanently Restricted Net Assets: | | | | | |
| Contributions | 0 | 0 | 0 | 3,500 | (3,500) |
| Investment Earnings | 10,538 | 0 | 10,538 | 7,153 | 3,385 |
| Net assets released from restrictions for operations | 0 | 0 | 0 | 0 | 0 |
| Inc (dec) in permanently restricted net assets | 10,538 | 0 | 10,538 | 10,653 | (115) |
| Inc (dec) in Net Assets | 8,736,853 | 6,136,726 | 2,600,126 | (3,525,074) | 12,261,926 |
| Total Net Assets at Beginning of Period | 9,149,638 | 9,149,638 | 0 | 12,674,712 | (3,525,074) |
| Total Net Assets at End of Period | 17,886,491 | 15,286,364 | 2,600,126 | 9,149,638 | 8,736,852 |

Milwaukee Public Museum

Milwaukee Public Museum

| | Consolidated | Consolidated | |
|---|-----------------------|-----------------------|----------------------|
| | <u>8/31/13</u> | <u>8/31/12</u> | <u>Change</u> |
| Assets: | | | |
| Cash and cash equivalents | 2,783,938 | 1,656,825 | 1,127,113 |
| Investments | 262,078 | 279,247 | (17,169) |
| Accounts Receivable | 54,894 | 66,150 | (11,256) |
| Contributions Receivable - Current | 1,246,820 | 1,017,450 | 229,370 |
| Due From Other Entities | 0 | 0 | 0 |
| Inventories, net | 61,979 | 23,411 | 38,568 |
| Prepaid Expenses | 160,026 | 247,781 | (87,755) |
| Total Current Assets | 4,569,737 | 3,290,864 | 1,278,873 |
| Other Assets: | | | |
| Cash and investments held for endowment | 6,545,098 | 6,462,411 | 82,687 |
| Contributions Receivable - Long Term | 2,937,876 | 2,228,893 | 708,983 |
| Other Long Term Assets | 0 | 0 | 0 |
| Total Other Aassets | 9,482,974 | 8,691,304 | 791,670 |
| Property & Equipment: | | | |
| Construction in Progress | 47,236 | 117,792 | (70,556) |
| Building Additions | 19,501,125 | 19,310,494 | 190,631 |
| Furniture, equipment and other improvements | 11,210,032 | 10,607,955 | 602,077 |
| Gross Property & Equipment | 30,758,392 | 30,036,241 | 722,151 |
| Less-Accumulated depreciation | (16,244,242) | (15,035,232) | (1,209,010) |
| Net Property & Equipment | 14,514,150 | 15,001,009 | (486,859) |
| Total Assets | 28,566,860 | 26,983,177 | 1,583,683 |
| Liabilities and Net Assets: | | | |
| Accounts Payable | 408,352 | 894,678 | (486,326) |
| Accrued Payroll & Benefits | 483,214 | 531,990 | (48,776) |
| Deferred Revenue | 1,100,311 | 1,216,539 | (116,228) |
| Interest Payable | 17,891 | 17,852 | 39 |
| Accrued Postretirement Benefits - Current | 107,063 | 118,166 | (11,103) |
| Notes Payable - Current | 945,000 | 262,000 | 683,000 |
| Capital Leases - Current | 0 | 0 | 0 |
| Total Current Liabilities | 3,061,831 | 3,041,225 | 20,607 |
| Accrued Postretirement Benefits | 5,815,187 | 10,162,770 | (4,347,583) |
| Interest Rate Swap Liability | 176,351 | 284,544 | (108,193) |
| Due to Other Entities | 0 | 0 | 0 |
| Notes Payable | 1,627,000 | 4,345,000 | (2,718,000) |
| Total Liabilities | 10,680,369 | 17,833,539 | (7,153,169) |
| Net Assets: | | | |
| Unrestricted | 6,794,958 | 48,301 | 6,746,657 |
| Temporarily Restricted | 7,251,117 | 5,271,459 | 1,979,658 |
| Permanently Restricted | 3,840,416 | 3,829,878 | 10,538 |
| Total Net Assets | 17,886,491 | 9,149,638 | 8,736,853 |
| Total Liabilities and Net Assets | 28,566,860 | 26,983,177 | 1,583,684 |



November 25, 2013

Milwaukee County Board Chairwoman Marina Dimitrijevic
Milwaukee County Executive Chris Abele

Enclosed are the War Memorial Center's unaudited financial statements for the quarter ending September 30, 2013. Please contact me if you have any questions.

Sincerely,

A handwritten signature in black ink that reads "David J. Drent".

David J. Drent
Executive Director

Enclosures

cc: Chairman Gerry Broderick, Committee on Parks, Energy and Environment
Co-Chairman David Cullen, Committee on Finance, Personnel and Audit
Co-Chairman Willie Johnson, Jr., Committee on Finance, Personnel and Audit
Don Tyler, Director, Department of Administrative Services
Alexis Gassenhuber, Clerk, Committee on Parks, Energy and Environment
Jerome Heer, Director of Audits, Office of the Comptroller

**War Memorial Center
2013 Operating Fund
Unaudited Statement of Cash Receipts and Disbursements - Cash Basis**

| Description | September | Paid Year to Date | 2013 Projected | 2013 Budget |
|--------------------------------------|--------------------|------------------------------|---------------------------|------------------------|
| Disbursements | | | | |
| Salaries & Wages | \$30,546.04 | \$368,887.83 | \$480,000 | \$605,000 |
| Temporary Service | \$1,458.00 | \$24,840.76 | \$31,000 | \$0 |
| Employee Group Benefits | \$6,886.76 | \$75,681.35 | \$100,000 | \$163,000 |
| Social Security Taxes | \$2,296.13 | \$27,758.11 | \$36,178 | \$45,300 |
| Unemployment Insurance | \$190.11 | \$7,399.41 | \$8,800 | \$8,100 |
| Worker's Compensation | \$0.00 | \$12,022.00 | \$12,022 | \$13,600 |
| Personnel Services | \$41,377.04 | \$516,589.46 | \$668,000 | \$835,000 |
| Ash & Rubbish Removal | \$1,690.83 | \$17,108.37 | \$19,000 | \$22,000 |
| Fees Custodial | \$5,683.00 | \$47,304.00 | \$65,400 | \$72,000 |
| *Consulting Fees | \$0.00 | \$53,341.25 | \$88,000 | \$13,000 |
| Audit Fees | \$0.00 | \$8,100.00 | \$8,100 | \$12,000 |
| Sundry Contractual | \$0.00 | \$0.00 | \$1,500 | \$5,000 |
| Professional Fees | \$7,373.83 | \$125,853.62 | \$182,000 | \$124,000 |
| Public Relations | \$0.00 | \$0.00 | \$10,000 | \$0 |
| Advertising & Photography | \$4,940.71 | \$29,799.69 | \$44,600 | \$45,000 |
| Printing Binding & Stationery | \$0.00 | \$874.69 | \$2,400 | \$3,000 |
| Advertising & Promotion | \$4,940.71 | \$30,674.38 | \$57,000 | \$48,000 |
| Meetings & Auto Allowance | \$443.97 | \$2,389.91 | \$7,000 | \$7,500 |
| Meetings & Auto Allowance | \$443.97 | \$2,389.91 | \$7,000 | \$7,500 |
| Insurance Premiums | \$0.00 | \$23,577.00 | \$23,577 | \$20,000 |
| PM Service Contracts | \$1,916.67 | \$56,090.93 | \$80,542 | \$0 |
| Repairs & Maintenance Buildings | \$5,100.59 | \$76,386.34 | \$94,238 | \$188,000 |
| Repairs & Maintenance Grounds | \$1,906.12 | \$33,324.99 | \$50,000 | \$55,000 |
| Steam | \$0.00 | \$178,443.04 | \$247,000 | \$285,000 |
| Electricity | \$0.00 | \$223,516.42 | \$401,000 | \$450,000 |
| Gas | \$82.31 | \$3,384.63 | \$4,000 | \$4,000 |
| Water & Sewer | \$0.00 | \$12,752.09 | \$17,094 | \$14,094 |
| Telephone | \$642.34 | \$4,398.45 | \$6,000 | \$8,000 |
| Employee Uniforms | \$0.00 | \$580.34 | \$2,000 | \$2,000 |
| Household Supplies | \$1,524.05 | \$9,520.31 | \$15,000 | \$17,000 |
| Sundry Supplies | \$154.84 | \$5,649.90 | \$7,000 | \$5,000 |
| Reserve Fund Expenses | \$0.00 | \$0.00 | \$83,000 | \$0 |
| Contingency Fund | \$0.00 | \$0.00 | \$41,000 | \$0 |
| Space & Utilities | \$11,326.92 | \$627,624.44 | \$1,071,451 | \$1,048,094 |
| Postage | \$352.97 | \$1,788.18 | \$4,000 | \$4,000 |
| Office Supplies | \$825.98 | \$9,858.42 | \$17,800 | \$18,000 |
| Bank Service Charges | \$53.74 | \$365.03 | \$700 | \$2,000 |
| Office & Admin Supplies | \$1,232.69 | \$12,011.63 | \$22,500 | \$24,000 |

Milwaukee County War Memorial, Inc.
Reserve Fund
Unaudited Statement of Cash Receipts and Disbursements - Cash Basis

| | 9/1/2013 Balance | September Receipts | September Disbursements | 9/30/2013 Balance |
|------------------------------|---------------------|-----------------------|----------------------------|----------------------|
| War Memorial Center | | | | |
| Unrestricted | | | | |
| Contingency Reserve Fund | \$101,590.02 | \$0.00 | \$0.00 | \$101,590.02 |
| General Donations | \$338.40 | \$0.00 | \$0.00 | \$338.40 |
| Interest - Current Year | \$349.34 | \$40.03 | \$0.00 | \$389.37 |
| Interest - Prior Years | \$71,862.73 | \$0.00 | \$0.00 | \$71,862.73 |
| Unrestricted Total | \$174,140.49 | \$40.03 | \$0.00 | \$174,180.52 |
| Restricted | | | | |
| 9/11 Memorial | \$4,332.02 | \$0.00 | \$0.00 | \$4,332.02 |
| Congressional Medal of Honor | \$585.83 | \$0.00 | \$0.00 | \$585.83 |
| Memorial Day Parade Fund | \$5,000.00 | \$0.00 | \$0.00 | \$5,000.00 |
| Purple Heart Memorial | \$4,473.69 | \$0.00 | \$0.00 | \$4,473.69 |
| Veterans Courtyard Project | \$500.00 | \$0.00 | \$0.00 | \$500.00 |
| Restricted Total | \$14,891.54 | \$0.00 | \$0.00 | \$14,891.54 |
| Grand Total | \$189,032.03 | \$40.03 | \$0.00 | \$189,072.06 |

| | 9/1/2013 Balance | September Receipts | September Disbursements | 9/30/2013 Balance |
|----------------------------------|---------------------|-----------------------|----------------------------|----------------------|
| Vietnam Veterans Memorial | | | | |
| Unrestricted | \$4,175.29 | \$75.18 | \$0.00 | \$4,250.47 |
| Restricted | \$10,000.00 | \$0.00 | \$0.00 | \$10,000.00 |
| Total | \$14,175.29 | \$75.18 | \$0.00 | \$14,250.47 |

**COUNTY OF MILWAUKEE
INTER-OFFICE COMMUNICATION**

DATE: November 19, 2013

TO: Supervisor Marina Dimitrijevic, Chairwoman, County Board of Supervisors
Gerry Broderick, Chairperson, Parks, Energy and Environment

FROM: Don Tyler, Director, Department of Administrative Services

SUBJECT: **Milwaukee County Doyne Park and Franklin Landfills
Request Authority to Award Contracts for the Operation and Maintenance Of
Landfill Gas Systems**

POLICY

The Director of the Department of Administrative Services (DAS) requests authority to award professional service contracts for the operation and maintenance of the landfill gas control systems at Doyne Park and Franklin Landfill (Crystal Ridge).

BACKGROUND

Milwaukee County owns a closed landfill located in the City of Franklin on County parkland. A portion of the site is being leased for use by the Rock Sports Complex. Milwaukee County also owns another closed landfill located under what is now Doyne Park. The landfills were closed in 1981 and 1976, respectively, but continue to generate landfill gas, which is potentially explosive under certain conditions. Concerns over the migration of landfill gas from these landfills into adjacent residential areas prompted the County to undertake investigations and ultimately the installation of landfill gas migration control systems in the late 1990's. Construction of the Doyne Park system was performed in cooperation with the City of Milwaukee, who now shares the cost of operation of that system.

The County now operates the gas migration control systems at both sites and monitors groundwater quality and leachate levels at the Franklin site to stay in compliance with Wisconsin Department of Natural Resources (DNR) requirements. Since 1999, Milwaukee County DAS has contracted for the service of maintenance and testing of the landfill gas control systems on an annual contract basis. Recognizing the economies of scale associated with the work, a single firm has been contracted to perform the work at both sites. Two contracts (one for each site), however, are required to simplify cost-sharing of the Doyne Park system with the City of Milwaukee.

In October of 2013 Milwaukee County issued an RFP for the operation and maintenance of both landfills. Proposals were due on November 13th 2013. The proposal review team reviewed the proposals and selected SCS Engineers based on qualifications. Milwaukee

County will award the selected consultant two not-to-exceed contracts, one for each landfill. The sum of these contracts is \$103,015. The contract is for one year with the possibility to extend the contracts for two additional years if agreeable to Milwaukee County and the consultant. SCS Engineers meets the DBE goal of 17% established for this project.

RECOMMENDATION

The Director of DAS recommends and requests that DAS be authorized to enter into a contract with SCS Engineers for Operation and Maintenance of landfill systems for the one year period beginning January 15, 2014 with the possibility to extend two more years through January 15, 2016 if the consultant performs adequately.

Prepared by: Sean Hayes, PE, Environmental Engineer

Approved by:

Don Tyler, Director
Department of Administrative Services

Greg High, Director
DAS-AE&ES

cc: Chris Abele, Milwaukee County Executive
Amber Moreen, Chief of Staff, County Executive's Office
Scott Manske, Comptroller
Josh Fudge, Fiscal and Budget Administrator, DAS
Vince Masterson, Strategic Asset Coordinator, DAS
John Dargle, Director, Department of Parks Recreation and Culture
Stevan Keith, Environmental Engineer, DAS-FM

1
2
3
4 (ITEM NO.) From the Director of Administrative Services requesting authority to
5 award professional service contracts for the operation and maintenance of the
6 remediation systems at the Franklin and Doyne Park landfills.

7
8 A RESOLUTION

9
10 WHEREAS, Milwaukee County owns a former landfill in the City of Franklin
11 that was closed in 1981, and a former landfill under what is now Doyne Park that was
12 closed in 1976; and

13
14 WHEREAS, the former landfill sites presented environmental and public health
15 concerns due to their generation of landfill gas and leachate; and

16
17 WHEREAS, the Wisconsin Department of Natural Resources required
18 Milwaukee County to install, operate and maintain landfill gas control systems at the
19 former landfill sites in order to comply with chs. NR500 to 520 Wis. Adm. Code; and

20
21 WHEREAS, the County Board, in late 1996, authorized construction of the gas
22 collection and venting system for the Doyne Park landfill and, in early 1997,
23 authorized construction of the gas collection and flare system, landfill cap and
24 vegetative cover for the Franklin landfill; and

25
26 WHEREAS, Milwaukee County has continued to effectively operate and
27 maintain the gas control systems since 1998 with the assistance of professional
28 service contractors; and

29
30 WHEREAS, In October of 2013 Milwaukee County issued an RFP for the
31 operation and maintenance of both landfills. Proposals were due on November 13th
32 2013. The proposal review team reviewed the proposals and selected SCS
33 Engineers based on qualifications. Milwaukee County will award the selected
34 consultant two not-to-exceed contracts, one for each landfill. The sum of these
35 contracts is \$103,015. The contract is for one year; and

36
37 WHEREAS, the contract provides for two one-year extensions if the services
38 are performed adequately; and

39
40 WHEREAS, SCS Engineers meets the DBE goal of 17% established for this
41 project; and

42
43 WHEREAS, at its December, 2013 meeting, the Committee on Parks, Energy
44 and Environment recommended approval of the said request; now, therefore,

45
46 BE IT RESOLVED, that the Milwaukee County Board of Supervisors hereby

47 authorizes the Director of Administrative Services to enter into a professional service
48 agreement with SCS Engineers for operation and maintenance of landfill systems for
49 the one year period beginning January 15, 2014 with the possibility to extend two
50 more years through January 15, 2016 if the consultant performs adequately.

51

52

53

54

55

56

57

58

59

60

61

62

63 SJH

64 O:\WPDOC\ENV\LANDFILLS\County Board

MILWAUKEE COUNTY FISCAL NOTE FORM

DATE: 11/19/13

Original Fiscal Note

Substitute Fiscal Note

SUBJECT: O&M of the Landfill Gas Systems at Doyne Park and Franklin Landfill

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 checked="" type="checkbox"/> Increase Operating Expenditures (If checked, check one of two boxes below) | <input type="checkbox"/> Increase Capital Revenues |
| <input checked="" type="checkbox"/> Absorbed Within Agency's Budget | <input type="checkbox"/> Decrease Capital Revenues |
| <input type="checkbox"/> Not Absorbed Within Agency's Budget | |
| <input type="checkbox"/> Decrease Operating Expenditures | <input type="checkbox"/> Use of contingent funds |
| <input 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 | 108,684 | \$103,015 |
| | 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. Requesting approval to award professional services contracts to SCS Engineers for the operation and maintenance of gas control systems at two closed landfills for one year with the possibility to extend the contracts for two additional years if agreeable to Milwaukee County and the consultant.

B. Direct costs include the consultant/contractor fees of \$103,015.

C. The contract amounts will be funded from existing operating budget accounts set up for this purpose. The amount in the accounts is sufficient to offset the cost of the requested action.

D. None.

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

Department/Prepared By DAS-Environmental Services, Sean Hayes, PE

Approved by:

Don Tyler, Director
Department of Administrative Services

Greg High, Director
DAS-AE&ES

Did DAS-Fiscal Staff Review? Yes No

Did CBDP Review?² Yes No Not Required

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

**COUNTY OF MILWAUKEE
INTER-OFFICE COMMUNICATION**

4

DATE: November 18, 2013
TO: Marina Dimitrijevic, Chairwoman, Milwaukee County Board of Supervisors
FROM: Gordie Bennett, Sustainability Director, DAS-Facilities Management
SUBJECT: **Wisconsin State Energy Office Grant - Planning and Implementing Clean Energy Investments in Wisconsin Communities**

Policy

The Sustainability Director is requesting authorization to apply for and accept a Wisconsin State Energy Office Planning and Implementing Clean Energy Investments in Wisconsin Communities grant for fiscal year 2014.

Background

In November 2013, the Wisconsin State Energy Office (SEO) issued a Request for Proposals (RFP) with \$100,000 in grant funding for planning and implementing clean energy investments in Wisconsin communities. The grants are open to local governments who seek help with increasing the use of 'clean energy' in their operations. Clean energy can be defined as energy saved or created from wind, biomass, biogas, hydroelectric, energy efficient products, solar electric and solar thermal (i.e., hot water). Using clean energy can reduce energy use and costs, support Wisconsin's energy resources, and divert waste from the landfill, protecting our natural resources.

The SEO will award grants in the amount of \$5,000 to \$20,000 for up to 10 clean energy projects. Awards will be for a period of six months, and awarded projects must be completed by June 30, 2014. Although there are no cost-sharing requirements under the grant program, SEO favors applicants that contribute to the total project costs using their own funds. For this reason, the Sustainability Director would list in-kind staff time and supplies as the cost share in Milwaukee County's clean energy grant application.

Recommendation

It is recommended that the Sustainability Director be authorized to apply for and accept a Wisconsin State Energy Office Planning and Implementing Clean Energy Investments in Wisconsin Communities grant for fiscal year 2014.

Prepared by: Gordie Bennett, Sustainability Director

Approved by: 
Julie Esch, Director of Operations, DAS

cc: Michael Mayo, Sr., Chair, TPW Cmte
Gerry Broderick, Chair, Parks, Energy & Environment Cmte
Chris Abele, County Executive
Amber Moreen, Chief of Staff, County Executive
Kelly Bablitch, Chief of Staff, County Board of Supervisors
John Zapfel, Deputy Chief of Staff, County Executive
Don Tyler, Director, Department of Administrative Services

1 From the Sustainability Director requesting authority to requesting authorization to
2 apply for and accept a Wisconsin State Energy Office Planning and Implementing
3 Clean Energy Investments in Wisconsin Communities grant for fiscal year 2014, by
4 recommending adoption of the following:
5
6

7 **A RESOLUTION**
8

9 WHEREAS, in November 2013, the Wisconsin State Energy Office (SEO)
10 issued a Request for Proposals (RFP) with \$100,000 in grant funding for planning
11 and implementing clean energy investments in Wisconsin communities; and
12

13 WHEREAS, clean energy can be defined as energy saved or created from
14 wind, biomass, biogas, hydroelectric, energy efficient products, solar electric and
15 solar thermal (i.e., hot water); and
16

17 WHEREAS, using clean energy can reduce energy use and costs, support
18 Wisconsin's energy resources, and divert waste from the landfill, protecting our
19 natural resources; and
20

21 WHEREAS, Milwaukee County's 2007 Green Print resolution requires
22 Department heads to seek grants that focus on energy efficiency and renewable
23 energy; and
24

25 WHEREAS, match funding would be provided only through in-kind staff time
26 and supplies; and
27

28 WHEREAS, the funded project would not have long-term maintenance
29 obligations; now therefore
30

31 BE IT RESOLVED, that the County Board of Supervisors does hereby
32 authorize the Sustainability Director to apply for and accept a Wisconsin State
33 Energy Office Planning and Implementing Clean Energy Investments in Wisconsin
34 Communities grant for fiscal year 2014.

MILWAUKEE COUNTY FISCAL NOTE FORM

DATE: 11/18/13

Original Fiscal Note

Substitute Fiscal Note

SUBJECT: Wisconsin State Energy Office Grant - Planning and Implementing Clean Energy Investments in Wisconsin Communities

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 | NA | NA |
| | Revenue | NA | NA |
| | 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 Sustainability Director is requesting authorization to apply for and accept a Wisconsin State Energy Office Planning and Implementing Clean Energy Investments in Wisconsin Communities grant for fiscal year 2014.
- B. No net increase or decrease in the annual budget. Milwaukee County staff currently devote time to this issue. Time spent on administering the grant would be absorbed in the existing budget.
- C. This is a one-time application for fiscal year 2014. Match funding would be provided only through in-kind staff time and supplies.
- D. None

Department/Prepared By Gordie Bennett, Sustainability Director, DAS-Facilities Management

Approved by:


Julie Esch, Director of Operations, DAS

Did DAS-Fiscal Staff Review?

Yes

No

Reviewed With:

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.

**COUNTY OF MILWAUKEE
INTER-OFFICE COMMUNICATION**

DATE: November 13, 2013

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

FROM: Gordie Bennett, Sustainability Director, DAS-Facilities Management

SUBJECT: **Guidelines for Electrical Appliances and Equipment (INFORMATIONAL)**

Background

The Office of Sustainability is working with the County Executive, Facilities Management, Risk Management, Human Resources, IMSD, and other County organizations to develop guidelines for the safe and efficient use of electrical appliances and equipment in Milwaukee County facilities. The guidelines, to be published in 2014, will specify how, when, and where common workplace electrical appliances and equipment – refrigerators, water coolers, coffee makers, printers, copiers, power strips, etc. – may be used in Milwaukee County facilities. In addition, the guidelines will identify electrical appliances and equipment that either present electrical shock and/or fire hazards, or consume excessive amounts of energy and consequently will not be permitted for use in County facilities.

Compliance with the electrical appliances and equipment guidelines will be the responsibility of all Milwaukee County employees and tenants. Supervisors/managers and departmental facilities coordinators will be charged with enforcing the guidelines, as well as serving as the first point of contact for any exemption requests filed by County employees and tenants. Exemption requests will be granted only under extenuating circumstances when necessary to accommodate medical conditions, disabilities, or other special needs. Final review of exemption requests will be the responsibility of Risk Management (for requests related to medical conditions, disabilities, or other special needs) or the appropriate department's facilities coordinator (all other requests).

The team developing the electrical appliances and equipment guidelines recognizes that the guidelines may present challenges for County employees and tenants. Once the guidelines are finalized and approved, the team will make every effort to clearly communicate the implications of the guidelines for employees and tenants. In addition, feedback received from employees and tenants will be compiled and considered for future revisions to the guidelines.

Recommendation

No action requested. Informational only unless otherwise directed.

Prepared by: Gordie Bennett, Sustainability Director

Approved by:



Julie Esch, Director of Operations, DAS

Cc: Michael Mayo, Sr., Chair, Transportation, Public Works & Transit Committee
Gerry Broderick, Chair, Parks, Energy & Environment Committee
Chris Abele, County Executive
Amber Moreen, Chief of Staff, County Executive
Kelly Bablitch, Chief of Staff, County Board of Supervisors
John Zapfel, Deputy Chief of Staff, County Executive
Don Tyler, Director, DAS
Josh Fudge, Fiscal and Budget Administrator, DAS



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

Date: November 25, 2013

To: Chairwoman Marina Dimitrijevic, County Board of Supervisors

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

Subject: **Inspection and Stabilization of the Pre-cast Concrete Structure in the Tropical Dome - ACTION ITEM**

POLICY

Pursuant to sec. 59.52(31)(b) Wis. Stat., the Department of Parks, Recreation and Culture (DPRC) and the Public Works Division of the Department of Administrative Services requests authorization to increase funding of a contract in an amount not to exceed \$200,000.

BACKGROUND

Due to unforeseen spalling of concrete that occurred in the Tropical Dome (Dome) in late August 2013, the Dome has been closed until engineers and contractors can fully inspect, secure and repair the reinforced concrete frame. While the frame is not in danger of collapse, there are edge pieces that are popping off next to the steel plates that secure the glazing system. These pieces are sharp and can fall from as high as 80 feet which causes a hazard. High trees and the density of plant life make it difficult to get equipment into the dome and placed appropriately. After a lengthy search, a lift was located in Chicago. In preparation of delivery the first week of December, trees have been pruned and the ground stabilized to secure the outriggers.

As there are 1,700 nodes to inspect in this dome, it is estimated that the inspection alone may take up to two months. As Milwaukee County is losing revenue from the closure of the Dome, it is imperative that inspection and contract work begin as soon as possible. In order to facilitate the inspection and repairs needed within the Tropical Dome, the DPRC and the Department of Administration - AE&ES Section (DAS-AE&ES) have engaged both Graef-USA and Nagy Restoration (Nagy) to complete the needed work.

Graef-USA has demonstrated the required experience and expertise to handle this project through many past studies they have performed on this particular structure. The proposal fees are consistent with other projects of this type and fit within the guidelines for use of an Annual Consultant. Graef-USA will perform the work on an actual cost

not-to-exceed basis. The not-to-exceed amount of \$91,000 has been reviewed by DAS-AE&ES staff and was found to be consistent with the scope of services requested.

Nagy is currently the annual general contractor for the DPRC. They are renting a specialized lift at a cost of \$16,000 per month for the Engineer's inspection work that will be completed during the day and the contractor work which will complete on the evening shift. This cooperation will avoid the added costs of renting the lift twice and therefore extending the length of time that the Dome remains closed. This Time & Material construction work is estimated to cost approximately \$91,700 with \$37,200 for rental and fees of the lift for eight (8) weeks and \$54,500 for construction repairs.

At this time, it is anticipated that both firms will remain within the quoted amounts. If any unforeseen conditions were to arise, the DPRC and DAS-AE&ES staff are requesting the authority to increase the Graef-USA professional services contract up to \$200,000 for this project.

RECOMMENDATION

The Parks Director recommends that the DPRC and DAS-AE&ES staff be authorized to approve payment to Graef-USA for professional services not-to-exceed \$200,000 for inspection and stabilization of the pre-cast concrete structure of the Tropical Dome.

Prepared by: James Keegan, Chief of Planning & Development

Recommended by:

Approved by:

James Keegan, Chief of Planning & Development

John Dargle, Jr., Director

copy: County Executive Chris Abele
Amber Moreen, Chief of Staff, County Executive's Office
Kelly Bablitch, Chief of Staff, County Board
Sup. Willie Johnson, Jr., Co-Chair, Finance, Personnel and Audit Committee
Sup. David Cullen, Co-Chair, Finance, Personnel and Audit Committee
Sup. Jason Haas, Vice Chair, Finance, Personnel and Audit Committee
Steve Cady, Fiscal and Budget Analyst, County Board
Daniel Laurila, Fiscal Mgt. Analyst, Admin & Fiscal Affairs/DAS
Janelle Jensen, Finance, Personnel and Audit Committee Clerk
Scott Manske, Comptroller, Office of the Comptroller
Greg High, Director, Department of Transportation and Public Works - AE&ES

1
2
3
4
5
6
7
8
9
10
11
12
13
14
15
16
17
18
19
20
21
22
23
24
25
26
27
28
29
30
31
32
33
34
35
36
37
38
39
40
41
42
43
44
45

(ITEM NO.) From the Director, Department of Parks, Recreation and Culture (DPRC) and Department of Administrative Services - Architectural, Engineering and Environmental Services staff (DAS AE&ES) requesting authorization to approve payment to Graef-USA for professional services not to exceed \$200,000 for inspection and stabilization of the pre-cast concrete structure in the Tropical Dome.

A RESOLUTION

WHEREAS, due to unforeseen spalling of concrete in Tropical Dome (Dome) that occurred in late August 2013, the Dome is closed until engineers and contractors can fully inspect, secure and repair the reinforced concrete frame; and

WHEREAS, while the frame is not in danger of collapse, there are edge pieces that are popping off next to the steel plates that secure the glazing system for the Dome and these pieces are sharp and can fall from as high as 80 feet creating a hazard; and

WHEREAS, high trees and dense plant life make it difficult to get equipment into the dome and placed appropriately; and

WHEREAS, after a lengthy search, a lift was located in Chicago and in preparation, trees have been pruned and the ground stabilized in areas to secure the outriggers; and

WHEREAS, in order to facilitate the inspection and repairs needed within the Dome, the DPRC and the DAS-AE&ES have engaged Graef-USA and Nagy Restoration to complete the needed work; and

WHEREAS, at this time, it is anticipated that both firms will remain within the quoted amounts; however, if any unforeseen conditions were to arise, the DPRC and DAS-AE&ES staff are requesting the authority to increase the Graef-USA professional services contract to up to \$200,000 for this project; now, therefore

BE IT RESOLVED, that the Milwaukee County Board of Supervisors hereby authorizes and directs Department of Parks, Recreation and Culture and Department of Administrative Services - Architectural, Engineering and Environmental Services staff to approve payment to Graef-USA for professional services not-to-exceed \$200,000 for the inspection and stabilization of the pre-cast concrete structure in the Tropical Dome.

MILWAUKEE COUNTY FISCAL NOTE FORM

DATE: November 26, 2013

Original Fiscal Note

Substitute Fiscal Note

SUBJECT: Authorization to approved payment to Graef-USA for professional services not-to-exceed \$200,000 for inspection and stabilization of the pre-cast concrete structure in the Tropical Dome.

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 | 200,000 | 0 |
| | Revenue | 0 | 0 |
| | Net Cost | 200,000 | 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. Authorization to approve payment to Graef-USA for professional services not-to-exceed \$200,000 for inspection and stabilization of the pre-cast concrete structure in the Tropical Dome.
 - B. Cost of professional services contract not-to-exceed \$200,000 and it is anticipated that the cost of the work will remain within the quoted amounts.
 - C. Cost will be absorbed within the allocated Services budget.
 - D. None

Department/Prepared By James Keegan, Chief of Planning & Development/ 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., DIRECTOR OF PARKS, RECREATION AND CULTURE

Date: November 26, 2013

To: Chairwoman Marina Dimitrijevic, County Board of Supervisors

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

Subject: **Agricultural Lease Agreements - ACTION**

POLICY

The Department of Parks, Recreation and Culture (DPRC) is seeking authorization to enter into Agricultural Lease Agreements with individual farmers and community-based organizations.

BACKGROUND

The DPRC manages 898 acres of agricultural land for the purpose of growing and harvesting agricultural row-crops, vegetable crops and hay. The agricultural lands held by DPRC are located within designated primary environmental corridors as defined by Southeastern Wisconsin Regional Planning Commission (SEWRPC). A primary environmental corridor is defined as “concentrations of significant natural resources at least 400 acres in area, at least two miles in length, and at least 200 feet in width.” The majority of these sites are located along the Oak Creek, Ryan Creek, and Root River and are prone to high water tables or seasonal flooding. In addition, keeping these lands in production deters invasive plant species from overtaking the land.

The DRPC leases this land to both individual farmers and non-profit community-based organizations. Each lessee is responsible for working with the DPRC on the development of a Conservation Plan specific to their parcel(s) to reduce soil loss, achieve water quality goals and protect the natural resource base. The DPRC’s Natural Areas section manages all agricultural leases for the department.

Terms of the attached leases are for one (1) year each. Rent payments vary due to the size of the parcel and were developed based on United States Department of Agriculture and State of Wisconsin Department of Agriculture, Trade and Consumer Protection fair market value rates for southeastern Wisconsin (2009 rates).

The following leases are under consideration:

| <u>Lessee</u> | <u>Annual Rent</u> | <u>Acreage</u> |
|----------------|--------------------|----------------|
| Growing Power | \$1,720 | 17.2 |
| Vincent Schmit | \$1,530 | 17 |
| Robert Petzold | \$4,157 | 52.8 |
| Fred Wobick | \$613 | 8.6 |

RECOMMENDATION

The Parks Director recommends that the DPRC be authorized to execute the Agricultural Lease Agreements with Growing Power, Inc., Mr. Vincent Schmit, Mr. Robert Petzold, and Mr. Fred Wobick.

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., Director

Attachment – Draft Agricultural Lease Agreements

copy: 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
 Brian Russart, Natural Areas Coordinator, DPRC/UW-Cooperative Extension

1
2
3
4
5
6
7
8
9
10
11
12
13
14
15
16
17
18
19
20
21
22
23
24
25
26
27
28
29
30
31
32
33
34
35
36
37
38
39
40
41
42
43
44
45
46

(ITEM NO.) From the Director, Department of Parks, Recreation and Culture (DPRC) requesting authorization to enter into Agricultural Lease Agreements (Agreements) with individual farmers and community-based organizations.

A RESOLUTION

WHEREAS, the DPRC manages 898 acres of agricultural land for the purpose of growing and harvesting agricultural row-crops, vegetable crops and hay; and

WHEREAS, the agricultural lands held by DPRC are located within designated primary environmental corridors as defined by Southeastern Wisconsin Regional Planning Commission; and

WHEREAS, keeping these agricultural lands in production deters invasive plant species from overtaking the land; and

WHEREAS, each lessee is responsible for working with the DPRC on the development of a Conservation Plan specific to their parcels to reduce soil loss, achieve water quality goals and protect the natural resource base; and

WHEREAS, the terms of these Agreements are for one (1) year each; and

WHEREAS, rent payments vary due to the size of the parcel and were developed based on United States Department of Agriculture and State of Wisconsin Department of Agriculture, Trade and Consumer Protection fair market value rates for southeastern Wisconsin (2009 rates); and

WHEREAS, the following Agreements are under consideration:

| <u>Lessee</u> | <u>Annual Rent</u> | <u>Acreage</u> |
|----------------|--------------------|----------------|
| Growing Power | \$1,720 | 17.2 |
| Vincent Schmit | \$1,530 | 17.0 |
| Robert Petzold | \$4,157 | 52.8 |
| Fred Wobick | \$613 | 8.6 |

;now, therefore

BE IT RESOLVED, that the Milwaukee County Board of Supervisors hereby authorizes and directs the Department of Parks, Recreation and Culture to execute Agricultural Lease Agreements with Growing Power, Inc., Mr. Vincent Schmit, Mr. Robert Petzold, and Mr. Fred Wobick.

MILWAUKEE COUNTY FISCAL NOTE FORM

DATE: November 26, 2013

Original Fiscal Note

Substitute Fiscal Note

SUBJECT: Authorization to enter into Agricultural Lease Agreements with Growing Power, Inc., Mr. Vincent Schmit, Mr. Robert Petzold, and Mr. Fred Wobick

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. Authorization to enter into Agricultural Lease Agreements with Growing Power, Inc., Mr. Vincent Schmit, Mr. Robert Petzold, and Mr. Fred Wobick
- B. Annual payments of \$1,720 (Growing Power), \$1,530 (Schmit), \$4,157 (Petzold), and \$613 (Wobick)
- C. No impact
- D. None

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

AGRICULTURAL LEASE AGREEMENT

BETWEEN

MILWAUKEE COUNTY DEPARTMENT OF PARKS, RECREATION AND CULTURE

AND

GROWING POWER, INC.

This Lease is made and entered into _____, 20____, by and between the MILWAUKEE COUNTY DEPARTMENT OF PARKS, RECREATION AND CULTURE, a municipal body corporate, duly organized and existing under the laws of the State of Wisconsin (hereinafter called the "Lessor") and GROWING POWER, INC., as represented by: Will Allen (hereinafter called the "Lessee").

WITNESSETH, Lessor does hereby lease, demise, and let unto the Lessee, subject to the terms stated herein, the following described Leased Premises situated in the County of Milwaukee and State of Wisconsin, to-wit:

Parcel # 10 located in the NW 1/4 of Section 22, Township 5 North, Range 22 East
consisting of 17.2 Acres Rotation Code n/a Term 1 year Rental Payment \$ 1720.00 per year

| PARCEL # | ACREAGE | FARM # | TRACK # | DISTRICT # | LOCATION |
|----------|---------|--------|---------|------------|-----------------------------------|
| 10 | 17.2 | 1618 | 4548 | 9 | West of Pennsylvania, south Puetz |

USE: This Lease is to allow the growing and harvesting of agricultural row-crops, vegetable crops and hay land located within Milwaukee County parkland while preserving the soils, water and other related natural resources consistent with the terms, conditions and payment schedules of this Lease, as well as with the provisions contained in the Agricultural Land Lease Policy as adopted by the Milwaukee County Board of Supervisors on September 29, 1994, and revised January 2010, which are hereby incorporated herein by reference.

TERM: This Lease shall be effective beginning January 1, 2014 and shall remain in effect through December 31, 2014 unless terminated per the provisions defined herein or by mutual agreement. Lessor retains the sole right to determine the Lease length, its conditions or whether the Lease will be renewed. The evaluation for renewal of any lease may be based partially on the degree of compliance with the terms of the lease.

RENTAL PAYMENT SCHEDULE: Lessee shall provide rental payments to Lessor according to the following payment schedule for each year of the Lease term:

\$ 860.00 due on or before April 1 and \$ 860.00 due on or before November 30.

Lessor will not provide rental rate adjustments for crop failures due to extreme weather conditions. If renters wish to receive subsidies or payments to offset crop losses they should work with the United States Department of Agriculture ("USDA"), Farm Service Agency ("FSA"), Natural Resource Conservation Service ("NRCS"), or the University of Wisconsin Extension Service to identify any available programs or funding sources.

IT IS MUTUALLY AGREED AND UNDERSTOOD BETWEEN THE LESSOR AND THE LESSEE that:

1. Conservation Plan: Lessee shall be required to work with NRCS and Lessor to develop a Conservation Plan ("CP"), if a CP does not already exist, for the parcel(s) of land listed above, the provisions of which are hereby made a part of this Lease and shall be complied with at all times by Lessee; failure by Lessee to so comply shall be considered a default under this Lease. The conservation plan describes and specifies a crop rotation schedule, tillage methods, nutrient and pest management, stream banks and other best management practices required to reduce soil loss, achieve water quality goals

and protect the natural resource base. Any modifications to the CP during the term of the Lease shall require written approval by Lessor in consultation with NCRS.

2. **Crop Acreage Certification:** Lessee shall coordinate with FSA on crop acreage certification and submit said certification documentation to Lessor.
3. **Records:** Lessee shall maintain a log, listing information about all fertilizer and pesticide use on each of the leased parcels. These records shall be submitted to Lessor annually prior to each December 31.
4. **Waste Disposal:** Milwaukee County lands are not to be used to store or to dispose of full or empty fertilizer or pesticide containers or any unused fertilizer, pesticide or other waste or material of any kind.
5. **Notice of Planned Construction:** Lessee shall be notified of any utility construction or other activity that is proposed for any Milwaukee County parcel leased under this agreement. Compensation for any loss in use of the rented parcel will be determined on a case-by-case basis at the discretion of the Lessor.
6. **Access:** Milwaukee County employees, agents and representatives have the right to enter any Milwaukee County-owned parcel covered in this Lease at any time without any prior notice to Lessee.
7. **Compliance With Law:** Lessee shall obey, observe and comply with all rules, regulations, ordinances and laws, as adopted from time-to-time, which shall be applicable to the property, (including any improvements now or hereafter erected), and shall promptly comply with all orders, rules, rulings and directives of any governmental authority or agency having jurisdiction thereof.
8. **Utility Charges:** Lessee shall pay, in addition to all other sums required to be paid by it under the provisions of this Lease, all utility charges for the Leased Premises.
9. **Indemnification by Lessee:** Lessee agrees to protect and save Lessor harmless and indemnified against and from any penalty or damage or charge imposed for any violation of any laws or ordinances, whether occasioned by Lessee or those holding under the Lessee. Lessee further agrees to protect, indemnify and save Lessor harmless from and against any and all claims, and against any and all loss, damage, expense, liabilities, demands and causes of action, and any reasonable expenses (including attorney fees) incidental to the defense thereof by Lessor, arising out of any failure of Lessee in any respect to comply with and perform all of the requirements and provisions of this Lease, and against any and all loss, damage expense, liabilities, demands and causes of action and any reasonable expenses (including attorney fees) incidental to the defense thereof by Lessor resulting from injury or death of persons or damage to property, including without limitation the person and property of Lessee, its agents, employees and invites, occurring on the Leased Premises or on the adjoining sidewalks, street, alleys or ways, or in any manner directly or indirectly growing out of or in connection with the use and occupancy or disuse of the Leased Premises, or any part thereof, or any improvement now or hereafter located thereon by Lessee or any person holding under the Lessee. Lessee further agrees to indemnify and hold Lessor harmless against any and from all liabilities which may arise by virtue of environmental degradation of the Leased Premises or surrounding area caused by actions or omissions of the Lessee. Such indemnification and hold-harmless requirement applies to any damages governed by, but not limited to, the statutory law and case law of the State of Wisconsin and the United States government. Violation indicates violations of any rules or regulations of the Wisconsin Department of Natural Resources or the United States Environmental Protection Agency. Liability is deemed to include responsibility for all remedial steps including liability for the costs of any court proceedings, necessitated by the environmental damage caused by Lessee. Liability shall also extend to any claims filed against Milwaukee County or to Lessee by third-parties alleging damages to such parties arising out of the actions of the Lessee.
10. **Insurance:** Lessee shall keep in effect, at its sole expense, a comprehensive general liability policy or policies satisfactory to the Lessor covering the Leased Premises and providing coverage with combined single limits of \$1,000,000.00 for bodily injury and property damage. The County shall be afforded a thirty day (30) written notice of cancellation or non-renewal. Coverage shall be placed with an insurance company approved by the State of Wisconsin and rated "A" per Best Key Rating Guide. In the event Lessor reasonably anticipates that such coverage is inadequate, Lessee shall, upon the written request of Lessor, increase such insurance to amounts reasonably requested by Lessor. Such policy

shall name the Lessor as an additional insured, and a copy of such policy, or a certificate thereof, shall be delivered to Lessor prior to the execution of this Lease for review and approval by Milwaukee County's Director of Risk Management.

11. Additions, Changes, Alterations and Demolition: Lessee shall not construct improvements upon the Leased Premises, demolish improvements upon Leased Premises, and/or make additions to or structural changes or alterations in and upon, any or all of such improvements, or other improvements upon the Leased Premises, without the written consent of the Lessor, which consent shall not be unreasonably withheld. Such work shall be performed in a good and workmanlike manner at the sole expense of the Lessee. Any wetlands or farmed wetlands on any Milwaukee County property shall not be graded, filled or drained in any way. Any surface or subsurface drainage alterations of any parcel included in this Lease shall be conducted only with the prior written permission of the Lessor. Any improvements or additions upon the Leased Premises at the expiration of this Lease shall be deemed part of the Leased Premises and shall be rendered to the Lessor in good condition and repair, reasonable wear and tear and damage by fire or other casualty not occurring through the neglect of the Lessee excepted. Removal, cutting or pruning of any trees or other woody vegetation on any Milwaukee County-owned land is prohibited unless conducted with the prior written permission of Lessor.

12. Mechanic or Construction Liens: Lessee shall not permit, create, incur or impose or cause or suffer others to permit, create incur or impose any lien or other obligation against the Leased Premises or the Lessor by reason of any work performed or materials furnished by, to or for the account of the Lessee, and the Lessee agrees to hold the Lessor harmless of and from any and all claims or demands by any contractor, subcontractor, material man, laborer or any other third person against the Leased Premises or the Lessor relating to or arising because of such work or materials.

13. Warranty of Quiet Possession: Lessor hereby warrants and covenants that it has good and marketable title to the Leased Premises and has full authority to execute this Lease, and further agrees that the Lessee, upon paying rent at the time and manner aforesaid, and performing and keeping all of the covenants and conditions of this Lease by it to be kept and performed, may have and shall quietly have, hold, and enjoy the Leased Premises during the term hereof.

14. Assignment and Subletting: Lessee shall not assign or sublease all or any interest in this Lease without the prior written consent, in each instance, of Lessor, which consent may be withheld or denied by Lessor at its sole and absolute discretion.

15. Termination of Lease: This Lease shall terminate at the end of the term or earlier if by mutual agreement. The Lease may also be terminated at the option of the Lessor, for nonpayment of any rental amounts due by the dates specified, for noncompliance with any of the terms of this Lease or if the property is required for another use. If a parcel included in this agreement is required for a new use and will not be available for leasing for agricultural purposes, compensation will be made on a case-by-case basis at the discretion of the Lessor.

16. Remedies: Rent payment shall be made as stated herein without delay. If payment is not received, Lessee shall have ten (10) days to make such payment or Lessor shall notify Lessee that the Lease has been terminated. Termination shall be effective on the date specified by the Lessor in its notice to the Lessee which date shall allow for any grace period specified in this Lease. Upon such termination, Lessor may reenter the Leased Premises with or without process of law using such force as may be necessary, and remove all persons and chattels therefrom and Lessor shall not be liable for damages or otherwise by reason of reentry or termination of the term of this Lease. Any crops remaining on the Leased Premises at the time notice of termination is given shall become the property of the Lessor.

No receipt of money by Lessor from Lessee after termination of this Lease or after the service of any notice or after the commencement of any suit, or after final judgment for possession of the Leased Premises shall reinstate, continue or extend the term of this Lease or affect any such notice, demand or suit.

All rights and remedies of the Lessor herein enumerated shall be cumulative and none shall exclude any other right or remedy allowed by law or equity, and such rights and remedies may be exercised and enforced concurrently and whenever and as often as the occasion therefore arises. The failure or forbearance on the part of the Lessor to enforce any of its rights or remedies in connection with any default shall not be deemed a waiver of such default, nor a consent to any continuation thereof, nor a waiver of the same default at any subsequent date.

Any actions taken by the Lessor under the provisions of this Lease, or to enforce the provisions of this Lease, or to declare a termination of the Lessee's interest under this Lease, or to repossess itself of the Leased Premises (whether through the medium of legal proceedings instituted for that purpose or otherwise), shall not, in any event, release or relieve the Lessee from its continuing obligations hereunder, including, without limitation, its continuing obligation to make all payments herein provided.

17. Abandonment of Lessee's Property: If, upon termination of this Lease (whether by lapse of time or otherwise), the Lessee fails to remove any property belonging to it, the same shall be deemed abandoned by the Lessee and shall become the property of Lessor.

18. Surrender at Termination: At the termination of this Lease for any reason, the Lessee shall quietly and peaceably surrender possession of the Leased Premises (and any improvements located thereon) to the Lessor, maintained as herein provided and free of any and all claims thereto by the Lessee or any party holding under the Lessee.

19. Successors and Assigns: Except as otherwise herein provided, this Lease shall be binding upon and inure to the benefit of the parties hereto and their respective successors and assigns, as the case maybe unless the Lessee violates the provisions hereof or Lessor determines, at its sole and absolute discretion, to cancel the Lease.

20. Consent of Lessor: Whenever the consent of the Lessor is required under this lease, such consent shall be obtained from the Lessor in writing at the address listed below.

21. Notices: All notices with respect to this Lease shall be in writing. Except as otherwise expressly provided in this Lease, 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:

If to Lessor: Milwaukee County Department of Parks, Recreation and Culture
Natural Areas Coordinator
9480 Watertown Plank Road
Wauwatosa, WI 53226
(414) 257-6521

If to Lessee: Will Allen
Growing Power, Inc.
5500 W. Silver Spring Dr.
Milwaukee, WI 53218-3261
(414) 527-1546

Either party may designate a new address for purposes of this Lease by written notice to the other party. This Lease can be revised only by written mutual agreement by all Parties.

22. Acknowledgement: Lessee acknowledges that it has received a copy of (1) this Agricultural Lease Agreement; and (2) the Agricultural Land Lease Policy, and has read the documents and fully understands the terms and conditions of each and that Lessee will comply with all the terms and conditions. Lessee further acknowledges that it has had sufficient time and opportunity to consult with advisors of your own choosing about the potential benefits and risks of entering into this Agreement.

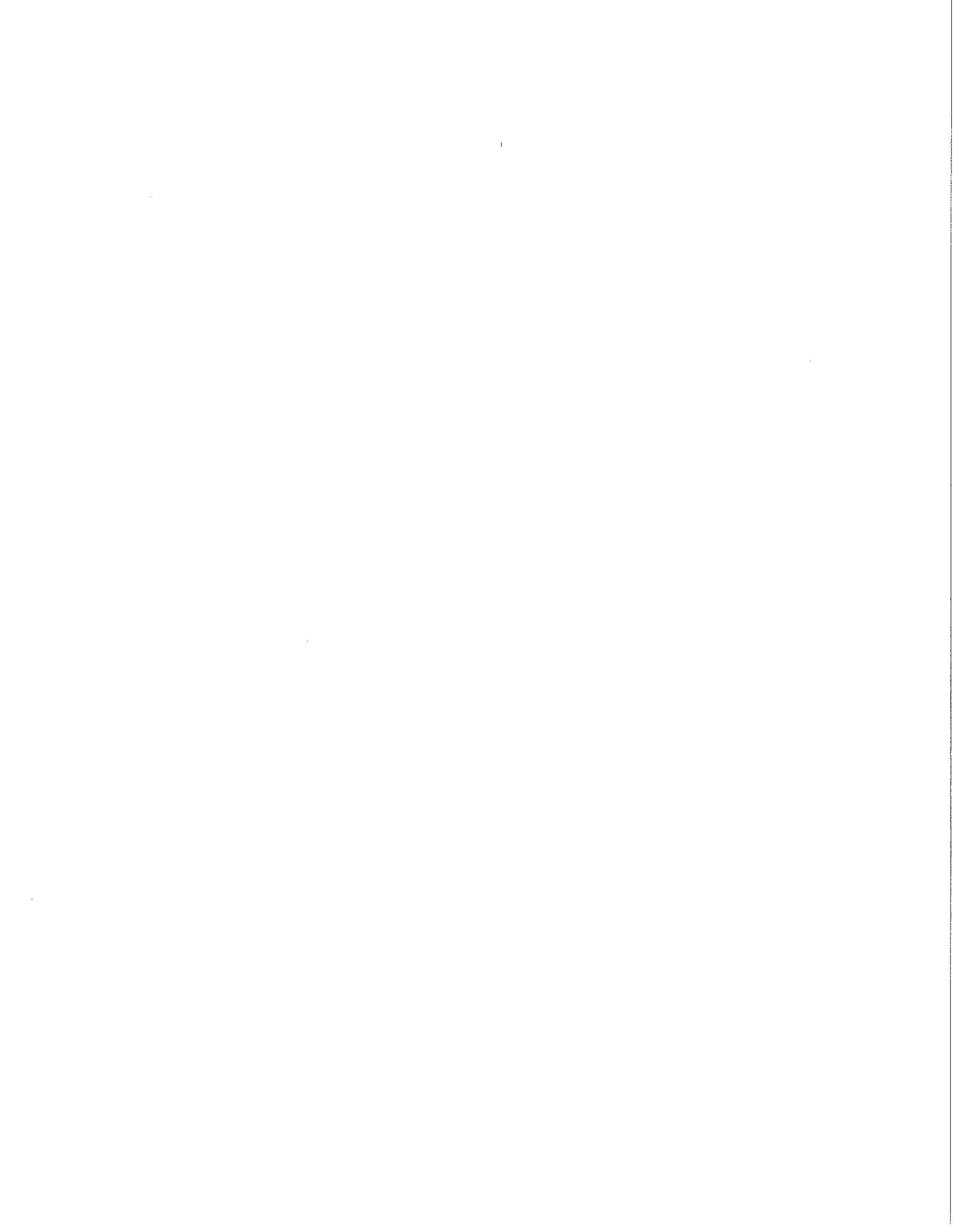
IN WITNESS WHEREOF, the Parties hereto have set their hands as follows:

Milwaukee County Dept. of Parks, Recreation & Culture

by _____ Date _____
John Dargle, Interim Director

Growing Power, Inc.

by _____ Date _____
Will Allen, CEO



AGRICULTURAL LEASE AGREEMENT

BETWEEN

MILWAUKEE COUNTY DEPARTMENT OF PARKS, RECREATION AND CULTURE

AND

VINCENT SCHMIT

This Lease is made and entered into _____, 20____, by and between the MILWAUKEE COUNTY DEPARTMENT OF PARKS, RECREATION AND CULTURE, a municipal body corporate, duly organized and existing under the laws of the State of Wisconsin (hereinafter called the "Lessor") and VINCENT SCHMIT (hereinafter called the "Lessee").

WITNESSETH, Lessor does hereby lease, demise, and let unto the Lessee, subject to the terms stated herein, the following described Leased Premises situated in the County of Milwaukee and State of Wisconsin, to-wit:

Parcel # 1 located in the NW 1/4 of Section 3, Township 8 North, Range 21 East consisting of 17 Acres Rotation Code n/a Term 1 years Rental Payment \$ 1,530.00 per year

| PARCEL # | ACREAGE | FARM # | TRACK # | DISTRICT # | LOCATION |
|----------|---------|--------|---------|------------|--|
| 1 | 17 | 2071 | 862 | 6 | Southwest corner of County Line and 67 th St. |

USE: This Lease is to allow the growing and harvesting of agricultural row-crops, vegetable crops and hay land located within Milwaukee County parkland while preserving the soils, water and other related natural resources consistent with the terms, conditions and payment schedules of this Lease, as well as with the provisions contained in the Agricultural Land Lease Policy as adopted by the Milwaukee County Board of Supervisors on September 29, 1994, and revised January 2010, which are hereby incorporated herein by reference.

TERM: This Lease shall be effective beginning January 1, 2014 and shall remain in effect through December 31, 2014 unless terminated per the provisions defined herein or by mutual agreement. Lessor retains the sole right to determine the Lease length, its conditions or whether the Lease will be renewed. The evaluation for renewal of any lease may be based partially on the degree of compliance with the terms of the lease.

RENTAL PAYMENT SCHEDULE: Lessee shall provide rental payments to Lessor according to the following payment schedule for each year of the Lease term:

\$ 765.00 due on or before April 1 and \$ 765.00 due on or before November 30.

Lessor will not provide rental rate adjustments for crop failures due to extreme weather conditions. If renters wish to receive subsidies or payments to offset crop losses they should work with the United States Department of Agriculture ("USDA"), Farm Service Agency ("FSA"), Natural Resource Conservation Service ("NRCS"), or the University of Wisconsin Extension Service to identify any available programs or funding sources.

IT IS MUTUALLY AGREED AND UNDERSTOOD BETWEEN THE LESSOR AND THE LESSEE that:

1. Conservation Plan: Lessee shall be required to work with NRCS and Lessor to develop a Conservation Plan ("CP"), if a CP does not already exist, for the parcel(s) of land listed above, the provisions of which are hereby made a part of this Lease and shall be complied with at all times by Lessee; failure by Lessee to so comply shall be considered a default under this Lease. The conservation plan describes and specifies a crop rotation schedule, tillage methods, nutrient and pest

management, stream banks and other best management practices required to reduce soil loss, achieve water quality goals and protect the natural resource base. Any modifications to the CP during the term of the Lease shall require written approval by Lessor in consultation with NCRS.

2. **Crop Acreage Certification:** Lessee shall coordinate with FSA on crop acreage certification and submit said certification documentation to Lessor.
3. **Records:** Lessee shall maintain a log, listing information about all fertilizer and pesticide use on each of the leased parcels. These records shall be submitted to Lessor annually prior to each December 31.
4. **Waste Disposal:** Milwaukee County lands are not to be used to store or to dispose of full or empty fertilizer or pesticide containers or any unused fertilizer, pesticide or other waste or material of any kind.
5. **Notice of Planned Construction:** Lessee shall be notified of any utility construction or other activity that is proposed for any Milwaukee County parcel leased under this agreement. Compensation for any loss in use of the rented parcel will be determined on a case-by-case basis at the discretion of the Lessor.
6. **Access:** Milwaukee County employees, agents and representatives have the right to enter any Milwaukee County-owned parcel covered in this Lease at any time without any prior notice to Lessee.
7. **Compliance With Law:** Lessee shall obey, observe and comply with all rules, regulations, ordinances and laws, as adopted from time-to-time, which shall be applicable to the property, (including any improvements now or hereafter erected), and shall promptly comply with all orders, rules, rulings and directives of any governmental authority or agency having jurisdiction thereof.
8. **Utility Charges:** Lessee shall pay, in addition to all other sums required to be paid by it under the provisions of this Lease, all utility charges for the Leased Premises.
9. **Indemnification by Lessee:** Lessee agrees to protect and save Lessor harmless and indemnified against and from any penalty or damage or charge imposed for any violation of any laws or ordinances, whether occasioned by Lessee or those holding under the Lessee. Lessee further agrees to protect, indemnify and save Lessor harmless from and against any and all claims, and against any and all loss, damage, expense, liabilities, demands and causes of action, and any reasonable expenses (including attorney fees) incidental to the defense thereof by Lessor, arising out of any failure of Lessee in any respect to comply with and perform all of the requirements and provisions of this Lease, and against any and all loss, damage expense, liabilities, demands and causes of action and any reasonable expenses (including attorney fees) incidental to the defense thereof by Lessor resulting from injury or death of persons or damage to property, including without limitation the person and property of Lessee, its agents, employees and invites, occurring on the Leased Premises or on the adjoining sidewalks, street, alleys or ways, or in any manner directly or indirectly growing out of or in connection with the use and occupancy or disuse of the Leased Premises, or any part thereof, or any improvement now or hereafter located thereon by Lessee or any person holding under the Lessee. Lessee further agrees to indemnify and hold Lessor harmless against any and from all liabilities which may arise by virtue of environmental degradation of the Leased Premises or surrounding area caused by actions or omissions of the Lessee. Such indemnification and hold-harmless requirement applies to any damages governed by, but not limited to, the statutory law and case law of the State of Wisconsin and the United States government. Violation indicates violations of any rules or regulations of the Wisconsin Department of Natural Resources or the United States Environmental Protection Agency. Liability is deemed to include responsibility for all remedial steps including liability for the costs of any court proceedings, necessitated by the environmental damage caused by Lessee. Liability shall also extend to any claims filed against Milwaukee County or to Lessee by third-parties alleging damages to such parties arising out of the actions of the Lessee.
10. **Insurance:** Lessee shall keep in effect, at its sole expense, a comprehensive general liability policy or policies satisfactory to the Lessor covering the Leased Premises and providing coverage with combined single limits of \$1,000,000.00 for bodily injury and property damage. The County shall be afforded a thirty day (30) written notice of cancellation or non-renewal. Coverage shall be placed with an insurance company approved by the State of Wisconsin and rated "A" per Best Key Rating Guide. In the event Lessor reasonably anticipates that such coverage is inadequate, Lessee

shall, upon the written request of Lessor, increase such insurance to amounts reasonably requested by Lessor. Such policy shall name the Lessor as an additional insured, and a copy of such policy, or a certificate thereof, shall be delivered to Lessor prior to the execution of this Lease for review and approval by Milwaukee County's Director of Risk Management.

11. Additions, Changes, Alterations and Demolition: Lessee shall not construct improvements upon the Leased Premises, demolish improvements upon Leased Premises, and/or make additions to or structural changes or alterations in and upon, any or all of such improvements, or other improvements upon the Leased Premises, without the written consent of the Lessor, which consent shall not be unreasonably withheld. Such work shall be performed in a good and workmanlike manner at the sole expense of the Lessee. Any wetlands or farmed wetlands on any Milwaukee County property shall not be graded, filled or drained in any way. Any surface or subsurface drainage alterations of any parcel included in this Lease shall be conducted only with the prior written permission of the Lessor. Any improvements or additions upon the Leased Premises at the expiration of this Lease shall be deemed part of the Leased Premises and shall be rendered to the Lessor in good condition and repair, reasonable wear and tear and damage by fire or other casualty not occurring through the neglect of the Lessee excepted. Removal, cutting or pruning of any trees or other woody vegetation on any Milwaukee County-owned land is prohibited unless conducted with the prior written permission of Lessor.

12. Mechanic or Construction Liens: Lessee shall not permit, create, incur or impose or cause or suffer others to permit, create incur or impose any lien or other obligation against the Leased Premises or the Lessor by reason of any work performed or materials furnished by, to or for the account of the Lessee, and the Lessee agrees to hold the Lessor harmless of and from any and all claims or demands by any contractor, subcontractor, material man, laborer or any other third person against the Leased Premises or the Lessor relating to or arising because of such work or materials.

13. Warranty of Quiet Possession: Lessor hereby warrants and covenants that it has good and marketable title to the Leased Premises and has full authority to execute this Lease, and further agrees that the Lessee, upon paying rent at the time and manner aforesaid, and performing and keeping all of the covenants and conditions of this Lease by it to be kept and performed, may have and shall quietly have, hold, and enjoy the Leased Premises during the term hereof.

14. Assignment and Subletting: Lessee shall not assign or sublease all or any interest in this Lease without the prior written consent, in each instance, of Lessor, which consent may be withheld or denied by Lessor at its sole and absolute discretion.

15. Termination of Lease: This Lease shall terminate at the end of the term or earlier if by mutual agreement. The Lease may also be terminated at the option of the Lessor, for nonpayment of any rental amounts due by the dates specified, for noncompliance with any of the terms of this Lease or if the property is required for another use. If a parcel included in this agreement is required for a new use and will not be available for leasing for agricultural purposes, compensation will be made on a case-by-case basis at the discretion of the Lessor.

16. Remedies: Rent payment shall be made as stated herein without delay. If payment is not received, Lessee shall have ten (10) days to make such payment or Lessor shall notify Lessee that the Lease has been terminated. Termination shall be effective on the date specified by the Lessor in its notice to the Lessee which date shall allow for any grace period specified in this Lease. Upon such termination, Lessor may reenter the Leased Premises with or without process of law using such force as may be necessary, and remove all persons and chattels therefrom and Lessor shall not be liable for damages or otherwise by reason of reentry or termination of the term of this Lease. Any crops remaining on the Leased Premises at the time notice of termination is given shall become the property of the Lessor.

No receipt of money by Lessor from Lessee after termination of this Lease or after the service of any notice or after the commencement of any suit, or after final judgment for possession of the Leased Premises shall reinstate, continue or extend the term of this Lease or affect any such notice, demand or suit.

All rights and remedies of the Lessor herein enumerated shall be cumulative and none shall exclude any other right or remedy allowed by law or equity, and such rights and remedies may be exercised and enforced concurrently and whenever and as often as the occasion therefore arises. The failure or forbearance on the part of the Lessor to enforce any of its rights or remedies in connection with any default shall not be deemed a waiver of such default, nor a consent to any

continuation thereof, nor a waiver of the same default at any subsequent date.

Any actions taken by the Lessor under the provisions of this Lease, or to enforce the provisions of this Lease, or to declare a termination of the Lessee's interest under this Lease, or to repossess itself of the Leased Premises (whether through the medium of legal proceedings instituted for that purpose or otherwise), shall not, in any event, release or relieve the Lessee from its continuing obligations hereunder, including, without limitation, its continuing obligation to make all payments herein provided.

17. Abandonment of Lessee's Property: If, upon termination of this Lease (whether by lapse of time or otherwise), the Lessee fails to remove any property belonging to it, the same shall be deemed abandoned by the Lessee and shall become the property of Lessor.

18. Surrender at Termination: At the termination of this Lease for any reason, the Lessee shall quietly and peaceably surrender possession of the Leased Premises (and any improvements located thereon) to the Lessor, maintained as herein provided and free of any and all claims thereto by the Lessee or any party holding under the Lessee.

19. Successors and Assigns: Except as otherwise herein provided, this Lease shall be binding upon and inure to the benefit of the parties hereto and their respective successors and assigns, as the case maybe unless the Lessee violates the provisions hereof or Lessor determines, at its sole and absolute discretion, to cancel the Lease.

20. Consent of Lessor: Whenever the consent of the Lessor is required under this lease, such consent shall be obtained from the Lessor in writing at the address listed below.

21. Notices: All notices with respect to this Lease shall be in writing. Except as otherwise expressly provided in this Lease, 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:

If to Lessor: Milwaukee County Department of Parks, Recreation and Culture
Natural Areas Coordinator
9480 Watertown Plank Road
Wauwatosa, WI 53226
(414) 257-6521

If to Lessee: Vincent Schmit
8013 W. Freistadt Rd.
Mequon, WI 53097
(262) 242-4421 / (414) 750-5966

Either party may designate a new address for purposes of this Lease by written notice to the other party. This Lease can be revised only by written mutual agreement by all Parties.

22. Acknowledgement: Lessee acknowledges that it has received a copy of (1) this Agricultural Lease Agreement; and (2) the Agricultural Land Lease Policy, and has read the documents and fully understands the terms and conditions of each and that Lessee will comply with all the terms and conditions. Lessee further acknowledges that it has had sufficient time and opportunity to consult with advisors of your own choosing about the potential benefits and risks of entering into this Agreement.

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

Milwaukee County Dept. of Parks, Recreation & Culture

by _____ Date _____
John Dargle, Interim Director

Vincent Schmit

by _____ Date _____
Vincent Schmit

AGRICULTURAL LEASE AGREEMENT

BETWEEN

MILWAUKEE COUNTY DEPARTMENT OF PARKS, RECREATION AND CULTURE

AND

ROBERT PETZOLD

This Lease is made and entered into _____, 20____, by and between the MILWAUKEE COUNTY DEPARTMENT OF PARKS, RECREATION AND CULTURE, a municipal body corporate, duly organized and existing under the laws of the State of Wisconsin (hereinafter called the "Lessor") and ROBERT PETZOLD (hereinafter called the "Lessee").

WITNESSETH, Lessor does hereby lease, demise, and let unto the Lessee, subject to the terms stated herein, the following described Leased Premises situated in the County of Milwaukee and State of Wisconsin, to-wit:

Parcel # 2 located in the NE 1/4 of Section 4, Township 8 North, Range 21 East
consisting of 14.2 Acres Rotation Code n/a Term 1 years Rental Payment \$ 1,065.00 per year

Parcel # 3 located in the NE 1/4 of Section 4, Township 8 North, Range 21 East
consisting of 19.7 Acres Rotation Code n/a Term 1 years Rental Payment \$ 1,674.50 per year

Parcel # 4A located in the NE 1/4 of Section 4, Township 8 North, Range 21 East
consisting of 11.8 Acres Rotation Code n/a Term 1 years Rental Payment \$ 885.00 per year

Parcel # 4B located in the NE 1/4 of Section 4, Township 8 North, Range 21 East
consisting of 7.1 Acres Rotation Code n/a Term 1 years Rental Payment \$ 532.50 per year

| PARCEL # | ACREAGE | FARM # | TRACK # | DISTRICT # | LOCATION |
|----------|---------|--------|---------|------------|---|
| 2 | 14.2 | 1712 | 2070 | 6 | Southwest corner of County Line and 76th St. |
| 3 | 19.7 | 1712 | 2069 | 6 | South of County Line Rd. west adjacent to #2 |
| 4A | 11.8 | 1712 | 2068 | 6 | South of County Line Rd. west adjacent to #4B |
| 4B | 7.1 | 1712 | 2068 | 6 | South of County Line Rd. west adjacent to #3 |

USE: This Lease is to allow the growing and harvesting of agricultural row-crops, vegetable crops and hay land located within Milwaukee County parkland while preserving the soils, water and other related natural resources consistent with the terms, conditions and payment schedules of this Lease, as well as with the provisions contained in the Agricultural Land Lease Policy as adopted by the Milwaukee County Board of Supervisors on September 29, 1994, and revised January 2010, which are hereby incorporated herein by reference.

TERM: This Lease shall be effective beginning January 1, 2014 and shall remain in effect through December 31, 2014 unless terminated per the provisions defined herein or by mutual agreement. Lessor retains the sole right to determine the Lease length, its conditions or whether the Lease will be renewed. The evaluation for renewal of any lease may be based partially on the degree of compliance with the terms of the lease.

RENTAL PAYMENT SCHEDULE: Lessee shall provide rental payments to Lessor according to the following payment schedule for each year of the Lease term:

\$ 2,078.50 due on or before April 1 and \$ 2,078.50 due on or before November 30.

Lessor will not provide rental rate adjustments for crop failures due to extreme weather conditions. If renters wish to receive subsidies or payments to offset crop losses they should work with the United States Department of Agriculture ("USDA"), Farm Service Agency ("FSA"), Natural Resource Conservation Service ("NRCS"), or the University of Wisconsin Extension Service to identify any available programs or funding sources.

IT IS MUTUALLY AGREED AND UNDERSTOOD BETWEEN THE LESSOR AND THE LESSEE that:

1. **Conservation Plan:** Lessee shall be required to work with NRCS and Lessor to develop a Conservation Plan ("CP"), if a CP does not already exist, for the parcel(s) of land listed above, the provisions of which are hereby made a part of this Lease and shall be complied with at all times by Lessee; failure by Lessee to so comply shall be considered a default under this Lease. The conservation plan describes and specifies a crop rotation schedule, tillage methods, nutrient and pest management, stream banks and other best management practices required to reduce soil loss, achieve water quality goals and protect the natural resource base. Any modifications to the CP during the term of the Lease shall require written approval by Lessor in consultation with NRCS.
2. **Crop Acreage Certification:** Lessee shall coordinate with FSA on crop acreage certification and submit said certification documentation to Lessor.
3. **Records:** Lessee shall maintain a log, listing information about all fertilizer and pesticide use on each of the leased parcels. These records shall be submitted to Lessor annually prior to each December 31.
4. **Waste Disposal:** Milwaukee County lands are not to be used to store or to dispose of full or empty fertilizer or pesticide containers or any unused fertilizer, pesticide or other waste or material of any kind.
5. **Notice of Planned Construction:** Lessee shall be notified of any utility construction or other activity that is proposed for any Milwaukee County parcel leased under this agreement. Compensation for any loss in use of the rented parcel will be determined on a case-by-case basis at the discretion of the Lessor.
6. **Access:** Milwaukee County employees, agents and representatives have the right to enter any Milwaukee County-owned parcel covered in this Lease at any time without any prior notice to Lessee.
7. **Compliance With Law:** Lessee shall obey, observe and comply with all rules, regulations, ordinances and laws, as adopted from time-to-time, which shall be applicable to the property, (including any improvements now or hereafter erected), and shall promptly comply with all orders, rules, rulings and directives of any governmental authority or agency having jurisdiction thereof.
8. **Utility Charges:** Lessee shall pay, in addition to all other sums required to be paid by it under the provisions of this Lease, all utility charges for the Leased Premises.
9. **Indemnification by Lessee:** Lessee agrees to protect and save Lessor harmless and indemnified against and from any penalty or damage or charge imposed for any violation of any laws or ordinances, whether occasioned by Lessee or those holding under the Lessee. Lessee further agrees to protect, indemnify and save Lessor harmless from and against any and all claims, and against any and all loss, damage, expense, liabilities, demands and causes of action, and any reasonable expenses (including attorney fees) incidental to the defense thereof by Lessor, arising out of any failure of Lessee in any respect to comply with and perform all of the requirements and provisions of this Lease, and against any and all loss, damage expense, liabilities, demands and causes of action and any reasonable expenses (including attorney fees) incidental to the defense thereof by Lessor resulting from injury or death of persons or damage to property, including without limitation the person and property of Lessee, its agents, employees and invites, occurring on the Leased Premises

or on the adjoining sidewalks, street, alleys or ways, or in any manner directly or indirectly growing out of or in connection with the use and occupancy or disuse of the Leased Premises, or any part thereof, or any improvement now or hereafter located thereon by Lessee or any person holding under the Lessee. Lessee further agrees to indemnify and hold Lessor harmless against any and from all liabilities which may arise by virtue of environmental degradation of the Leased Premises or surrounding area caused by actions or omissions of the Lessee. Such indemnification and hold-harmless requirement applies to any damages governed by, but not limited to, the statutory law and case law of the State of Wisconsin and the United States government. Violation indicates violations of any rules or regulations of the Wisconsin Department of Natural Resources or the United States Environmental Protection Agency. Liability is deemed to include responsibility for all remedial steps including liability for the costs of any court proceedings, necessitated by the environmental damage caused by Lessee. Liability shall also extend to any claims filed against Milwaukee County or to Lessee by third-parties alleging damages to such parties arising out of the actions of the Lessee.

10. Insurance: Lessee shall keep in effect, at its sole expense, a comprehensive general liability policy or policies satisfactory to the Lessor covering the Leased Premises and providing coverage with combined single limits of \$1,000,000.00 for bodily injury and property damage. The County shall be afforded a thirty day (30) written notice of cancellation or non-renewal. Coverage shall be placed with an insurance company approved by the State of Wisconsin and rated "A" per Best Key Rating Guide. In the event Lessor reasonably anticipates that such coverage is inadequate, Lessee shall, upon the written request of Lessor, increase such insurance to amounts reasonably requested by Lessor. Such policy shall name the Lessor as an additional insured, and a copy of such policy, or a certificate thereof, shall be delivered to Lessor prior to the execution of this Lease for review and approval by Milwaukee County's Director of Risk Management.

11. Additions, Changes, Alterations and Demolition: Lessee shall not construct improvements upon the Leased Premises, demolish improvements upon Leased Premises, and/or make additions to or structural changes or alterations in and upon, any or all of such improvements, or other improvements upon the Leased Premises, without the written consent of the Lessor, which consent shall not be unreasonably withheld. Such work shall be performed in a good and workmanlike manner at the sole expense of the Lessee. Any wetlands or farmed wetlands on any Milwaukee County property shall not be graded, filled or drained in any way. Any surface or subsurface drainage alterations of any parcel included in this Lease shall be conducted only with the prior written permission of the Lessor. Any improvements or additions upon the Leased Premises at the expiration of this Lease shall be deemed part of the Leased Premises and shall be rendered to the Lessor in good condition and repair, reasonable wear and tear and damage by fire or other casualty not occurring through the neglect of the Lessee excepted. Removal, cutting or pruning of any trees or other woody vegetation on any Milwaukee County-owned land is prohibited unless conducted with the prior written permission of Lessor.

12. Mechanic or Construction Liens: Lessee shall not permit, create, incur or impose or cause or suffer others to permit, create incur or impose any lien or other obligation against the Leased Premises or the Lessor by reason of any work performed or materials furnished by, to or for the account of the Lessee, and the Lessee agrees to hold the Lessor harmless of and from any and all claims or demands by any contractor, subcontractor, material man, laborer or any other third person against the Leased Premises or the Lessor relating to or arising because of such work or materials.

13. Warranty of Quiet Possession: Lessor hereby warrants and covenants that it has good and marketable title to the Leased Premises and has full authority to execute this Lease, and further agrees that the Lessee, upon paying rent at the time and manner aforesaid, and performing and keeping all of the covenants and conditions of this Lease by it to be kept and performed, may have and shall quietly have, hold, and enjoy the Leased Premises during the term hereof.

14. Assignment and Subletting: Lessee shall not assign or sublease all or any interest in this Lease without the prior written consent, in each instance, of Lessor, which consent may be withheld or denied by Lessor at its sole and absolute discretion.

15. Termination of Lease: This Lease shall terminate at the end of the term or earlier if by mutual agreement. The Lease may also be terminated at the option of the Lessor, for nonpayment of any rental amounts due by the dates specified, for noncompliance with any of the terms of this Lease or if the property is required for another use. If a parcel included in this agreement is required for a new use and will not be available for leasing for agricultural purposes, compensation will be made on a case-by-case basis at the discretion of the Lessor.

16. Remedies: Rent payment shall be made as stated herein without delay. If payment is not received, Lessee shall have ten (10) days to make such payment or Lessor shall notify Lessee that the Lease has been terminated. Termination shall be effective on the date specified by the Lessor in its notice to the Lessee which date shall allow for any grace period specified in this Lease. Upon such termination, Lessor may reenter the Leased Premises with or without process of law using such force as may be necessary, and remove all persons and chattels therefrom and Lessor shall not be liable for damages or otherwise by reason of reentry or termination of the term of this Lease. Any crops remaining on the Leased Premises at the time notice of termination is given shall become the property of the Lessor.

No receipt of money by Lessor from Lessee after termination of this Lease or after the service of any notice or after the commencement of any suit, or after final judgment for possession of the Leased Premises shall reinstate, continue or extend the term of this Lease or affect any such notice, demand or suit.

All rights and remedies of the Lessor herein enumerated shall be cumulative and none shall exclude any other right or remedy allowed by law or equity, and such rights and remedies may be exercised and enforced concurrently and whenever and as often as the occasion therefore arises. The failure or forbearance on the part of the Lessor to enforce any of its rights or remedies in connection with any default shall not be deemed a waiver of such default, nor a consent to any continuation thereof, nor a waiver of the same default at any subsequent date.

Any actions taken by the Lessor under the provisions of this Lease, or to enforce the provisions of this Lease, or to declare a termination of the Lessee's interest under this Lease, or to repossess itself of the Leased Premises (whether through the medium of legal proceedings instituted for that purpose or otherwise), shall not, in any event, release or relieve the Lessee from its continuing obligations hereunder, including, without limitation, its continuing obligation to make all payments herein provided.

17. Abandonment of Lessee's Property: If, upon termination of this Lease (whether by lapse of time or otherwise), the Lessee fails to remove any property belonging to it, the same shall be deemed abandoned by the Lessee and shall become the property of Lessor.

18. Surrender at Termination: At the termination of this Lease for any reason, the Lessee shall quietly and peaceably surrender possession of the Leased Premises (and any improvements located thereon) to the Lessor, maintained as herein provided and free of any and all claims thereto by the Lessee or any party holding under the Lessee.

19. Successors and Assigns: Except as otherwise herein provided, this Lease shall be binding upon and inure to the benefit of the parties hereto and their respective successors and assigns, as the case maybe unless the Lessee violates the provisions hereof or Lessor determines, at its sole and absolute discretion, to cancel the Lease.

20. Consent of Lessor: Whenever the consent of the Lessor is required under this lease, such consent shall be obtained from the Lessor in writing at the address listed below.

21. Notices: All notices with respect to this Lease shall be in writing. Except as otherwise expressly provided in this Lease, 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:

If to Lessor: Milwaukee County Department of Parks, Recreation and Culture
Natural Areas Coordinator
9480 Watertown Plank Road
Wauwatosa, WI 53226
(414) 257-6521

If to Lessee: Robert Petzold
8030 N. 37th St.
Brown Deer, WI 53209
(414) 354-8218

Either party may designate a new address for purposes of this Lease by written notice to the other party. This Lease can be revised only by written mutual agreement by all Parties.

22. Acknowledgement: Lessee acknowledges that it has received a copy of (1) this Agricultural Lease Agreement; and (2) the Agricultural Land Lease Policy, and has read the documents and fully understands the terms and conditions of each and that Lessee will comply with all the terms and conditions. Lessee further acknowledges that it has had sufficient time and opportunity to consult with advisors of your own choosing about the potential benefits and risks of entering into this Agreement.

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

Milwaukee County Dept. of Parks, Recreation & Culture

by _____ Date _____
John Dargle, Interim Director

Robert Petzold

by _____ Date _____
Robert Petzold

AGRICULTURAL LEASE AGREEMENT

BETWEEN

MILWAUKEE COUNTY DEPARTMENT OF PARKS, RECREATION AND CULTURE

AND

FRED WOBICK

This Lease is made and entered into _____, 20____, by and between the MILWAUKEE COUNTY DEPARTMENT OF PARKS, RECREATION AND CULTURE, a municipal body corporate, duly organized and existing under the laws of the State of Wisconsin (hereinafter called the "Lessor") and FRED WOBICK (hereinafter called the "Lessee").

WITNESSETH, Lessor does hereby lease, demise, and let unto the Lessee, subject to the terms stated herein, the following described Leased Premises situated in the County of Milwaukee and State of Wisconsin, to-wit:

Parcel # 80 located in the SW 1/4 of Section 7, Township 5 North, Range 22 East
consisting of 5.4 Acres Rotation Code n/a Term 1 year Rental Payment \$ 405.00 per year

Parcel # 81 located in the NW 1/4 of Section 7, Township 5 North, Range 22 East
consisting of 3.2 Acres Rotation Code n/a Term 1 year Rental Payment \$ 208.00 per year

| PARCEL # | ACREAGE | FARM # | TRACK # | DISTRICT # | LOCATION |
|----------|---------|--------|---------|------------|---|
| 80 | 5.4 | 1520 | 4516 | 9 | South of W. Minnesota Ave., east of S. 27 th St. |
| 81 | 3.2 | 1716 | 4684 | 9 | South of W. Minnesota Ave., east of S. 27 th St. |

USE: This Lease is to allow the growing and harvesting of agricultural row-crops, vegetable crops and hay land located within Milwaukee County parkland while preserving the soils, water and other related natural resources consistent with the terms, conditions and payment schedules of this Lease, as well as with the provisions contained in the Agricultural Land Lease Policy as adopted by the Milwaukee County Board of Supervisors on September 29, 1994, and revised January 2010, which are hereby incorporated herein by reference.

TERM: This Lease shall be effective beginning January 1, 2014 and shall remain in effect through December 31, 2014 unless terminated per the provisions defined herein or by mutual agreement. Lessor retains the sole right to determine the Lease length, its conditions or whether the Lease will be renewed. The evaluation for renewal of any lease may be based partially on the degree of compliance with the terms of the lease.

RENTAL PAYMENT SCHEDULE: Lessee shall provide rental payments to Lessor according to the following payment schedule:

\$ 306.50 due on or before April 1 and \$ 306.50 due on or before November 30.

Lessor will not provide rental rate adjustments for crop failures due to extreme weather conditions. If renters wish to receive subsidies or payments to offset crop losses they should work with the United States Department of Agriculture ("USDA"), Farm Service Agency ("FSA"), Natural Resource Conservation Service ("NRCS"), or the University of Wisconsin Extension Service to identify any available programs or funding sources.

IT IS MUTUALLY AGREED AND UNDERSTOOD BETWEEN THE LESSOR AND THE LESSEE that:

1. **Conservation Plan:** Lessee shall be required to work with NRCS and Lessor to develop a Conservation Plan ("CP"), if a CP does not already exist, for the parcel(s) of land listed above, the provisions of which are hereby made a part of this Lease and shall be complied with at all times by Lessee; failure by Lessee to so comply shall be considered a default under this Lease. The conservation plan describes and specifies a crop rotation schedule, tillage methods, nutrient and pest management, stream banks and other best management practices required to reduce soil loss, achieve water quality goals and protect the natural resource base. Any modifications to the CP during the term of the Lease shall require written approval by Lessor in consultation with NRCS.
2. **Crop Acreage Certification:** Lessee shall coordinate with FSA on crop acreage certification and submit said certification documentation to Lessor.
3. **Records:** Lessee shall maintain a log, listing information about all fertilizer and pesticide use on each of the leased parcels. These records shall be submitted to Lessor prior to December 31.
4. **Waste Disposal:** Milwaukee County lands are not to be used to store or to dispose of full or empty fertilizer or pesticide containers or any unused fertilizer, pesticide or other waste or material of any kind.
5. **Notice of Planned Construction:** Lessee shall be notified of any utility construction or other activity that is proposed for any Milwaukee County parcel leased under this agreement. Compensation for any loss in use of the rented parcel will be determined on a case-by-case basis at the discretion of the Lessor.
6. **Access:** Milwaukee County employees, agents and representatives have the right to enter any Milwaukee County-owned parcel covered in this Lease at any time without any prior notice to Lessee.
7. **Compliance With Law:** Lessee shall obey, observe and comply with all rules, regulations, ordinances and laws, as adopted from time-to-time, which shall be applicable to the property, (including any improvements now or hereafter erected), and shall promptly comply with all orders, rules, rulings and directives of any governmental authority or agency having jurisdiction thereof.
8. **Utility Charges:** Lessee shall pay, in addition to all other sums required to be paid by it under the provisions of this Lease, all utility charges for the Leased Premises.
9. **Indemnification by Lessee:** Lessee agrees to protect and save Lessor harmless and indemnified against and from any penalty or damage or charge imposed for any violation of any laws or ordinances, whether occasioned by Lessee or those holding under the Lessee. Lessee further agrees to protect, indemnify and save Lessor harmless from and against any and all claims, and against any and all loss, damage, expense, liabilities, demands and causes of action, and any reasonable expenses (including attorney fees) incidental to the defense thereof by Lessor, arising out of any failure of Lessee in any respect to comply with and perform all of the requirements and provisions of this Lease, and against any and all loss, damage expense, liabilities, demands and causes of action and any reasonable expenses (including attorney fees) incidental to the defense thereof by Lessor resulting from injury or death of persons or damage to property, including without limitation the person and property of Lessee, its agents, employees and invites, occurring on the Leased Premises or on the adjoining sidewalks, street, alleys or ways, or in any manner directly or indirectly growing out of or in connection with the use and occupancy or disuse of the Leased Premises, or any part thereof, or any improvement now or hereafter located thereon by Lessee or any person holding under the Lessee. Lessee further agrees to indemnify and hold Lessor harmless against any and from all liabilities which may arise by virtue of environmental degradation of the Leased Premises or surrounding area caused by actions or omissions of the Lessee. Such indemnification and hold-harmless requirement applies to any damages governed by, but not limited to, the statutory law and case law of the State of Wisconsin and the United States government. Violation indicates violations of any rules or regulations of the Wisconsin Department of Natural Resources or the United States Environmental Protection Agency. Liability is deemed to include responsibility for all remedial steps including liability for the costs of any court proceedings, necessitated by the environmental damage caused by Lessee. Liability shall also extend to any claims filed against Milwaukee County or to Lessee by third-parties alleging damages to such parties arising out of the actions of the Lessee.

10. Insurance: Lessee shall keep in effect, at its sole expense, a comprehensive general liability policy or policies satisfactory to the Lessor covering the Leased Premises and providing coverage with combined single limits of \$1,000,000.00 for bodily injury and property damage. The County shall be afforded a thirty day (30) written notice of cancellation or non-renewal. Coverage shall be placed with an insurance company approved by the State of Wisconsin and rated "A" per Best Key Rating Guide. In the event Lessor reasonably anticipates that such coverage is inadequate, Lessee shall, upon the written request of Lessor, increase such insurance to amounts reasonably requested by Lessor. Such policy shall name the Lessor as an additional insured, and a copy of such policy, or a certificate thereof, shall be delivered to Lessor prior to the execution of this Lease for review and approval by Milwaukee County's Director of Risk Management.

11. Additions, Changes, Alterations and Demolition: Lessee shall not construct improvements upon the Leased Premises, demolish improvements upon Leased Premises, and/or make additions to or structural changes or alterations in and upon, any or all of such improvements, or other improvements upon the Leased Premises, without the written consent of the Lessor, which consent shall not be unreasonably withheld. Such work shall be performed in a good and workmanlike manner at the sole expense of the Lessee. Any wetlands or farmed wetlands on any Milwaukee County property shall not be graded, filled or drained in any way. Any surface or subsurface drainage alterations of any parcel included in this Lease shall be conducted only with the prior written permission of the Lessor. Any improvements or additions upon the Leased Premises at the expiration of this Lease shall be deemed part of the Leased Premises and shall be rendered to the Lessor in good condition and repair, reasonable wear and tear and damage by fire or other casualty not occurring through the neglect of the Lessee excepted. Removal, cutting or pruning of any trees or other woody vegetation on any Milwaukee County-owned land is prohibited unless conducted with the prior written permission of Lessor.

12. Mechanic or Construction Liens: Lessee shall not permit, create, incur or impose or cause or suffer others to permit, create incur or impose any lien or other obligation against the Leased Premises or the Lessor by reason of any work performed or materials furnished by, to or for the account of the Lessee, and the Lessee agrees to hold the Lessor harmless of and from any and all claims or demands by any contractor, subcontractor, material man, laborer or any other third person against the Leased Premises or the Lessor relating to or arising because of such work or materials.

13. Warranty of Quiet Possession: Lessor hereby warrants and covenants that it has good and marketable title to the Leased Premises and has full authority to execute this Lease, and further agrees that the Lessee, upon paying rent at the time and manner aforesaid, and performing and keeping all of the covenants and conditions of this Lease by it to be kept and performed, may have and shall quietly have, hold, and enjoy the Leased Premises during the term hereof.

14. Assignment and Subletting: Lessee shall not assign or sublease all or any interest in this Lease without the prior written consent, in each instance, of Lessor, which consent may be withheld or denied by Lessor at its sole and absolute discretion.

15. Termination of Lease: This Lease shall terminate at the end of the term or earlier if by mutual agreement. The Lease may also be terminated at the option of the Lessor, for nonpayment of any rental amounts due by the dates specified, for noncompliance with any of the terms of this Lease or if the property is required for another use. If a parcel included in this agreement is required for a new use and will not be available for leasing for agricultural purposes, compensation will be made on a case-by-case basis at the discretion of the Lessor.

16. Remedies: Rent payment shall be made as stated herein without delay. If payment is not received, Lessee shall have ten (10) days to make such payment or Lessor shall notify Lessee that the Lease has been terminated. Termination shall be effective on the date specified by the Lessor in its notice to the Lessee which date shall allow for any grace period specified in this Lease. Upon such termination, Lessor may reenter the Leased Premises with or without process of law using such force as may be necessary, and remove all persons and chattels therefrom and Lessor shall not be liable for damages or otherwise by reason of reentry or termination of the term of this Lease. Any crops remaining on the Leased Premises at the time notice of termination is given shall become the property of the Lessor.

No receipt of money by Lessor from Lessee after termination of this Lease or after the service of any notice or after the commencement of any suit, or after final judgment for possession of the Leased Premises shall reinstate, continue or extend the term of this Lease or affect any such notice, demand or suit.

All rights and remedies of the Lessor herein enumerated shall be cumulative and none shall exclude any other right or remedy allowed by law or equity, and such rights and remedies may be exercised and enforced concurrently and whenever and as often as the occasion therefore arises. The failure or forbearance on the part of the Lessor to enforce any of its rights or remedies in connection with any default shall not be deemed a waiver of such default, nor a consent to any continuation thereof, nor a waiver of the same default at any subsequent date.

Any actions taken by the Lessor under the provisions of this Lease, or to enforce the provisions of this Lease, or to declare a termination of the Lessee's interest under this Lease, or to repossess itself of the Leased Premises (whether through the medium of legal proceedings instituted for that purpose or otherwise), shall not, in any event, release or relieve the Lessee from its continuing obligations hereunder, including, without limitation, its continuing obligation to make all payments herein provided.

17. Abandonment of Lessee's Property: If, upon termination of this Lease (whether by lapse of time or otherwise), the Lessee fails to remove any property belonging to it, the same shall be deemed abandoned by the Lessee and shall become the property of Lessor.

18. Surrender at Termination: At the termination of this Lease for any reason, the Lessee shall quietly and peaceably surrender possession of the Leased Premises (and any improvements located thereon) to the Lessor, maintained as herein provided and free of any and all claims thereto by the Lessee or any party holding under the Lessee.

19. Successors and Assigns: Except as otherwise herein provided, this Lease shall be binding upon and inure to the benefit of the parties hereto and their respective successors and assigns, as the case maybe unless the Lessee violates the provisions hereof or Lessor determines, at its sole and absolute discretion, to cancel the Lease.

20. Consent of Lessor: Whenever the consent of the Lessor is required under this lease, such consent shall be obtained from the Lessor in writing at the address listed below.

21. Notices: All notices with respect to this Lease shall be in writing. Except as otherwise expressly provided in this Lease, 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:

If to Lessor: Milwaukee County Department of Parks, Recreation and Culture
Natural Areas Coordinator
9480 Watertown Plank Road
Wauwatosa, WI 53226
(414) 257-6521

If to Lessee: Fred Wobick
1201 E. Forest Hill Ave.
Oak Creek, WI 53154
(414) 762-1354

Either party may designate a new address for purposes of this Lease by written notice to the other party. This Lease can be revised only by written mutual agreement by all Parties.

22. Acknowledgement: Lessee acknowledges that it has received a copy of (1) this Agricultural Lease Agreement; and (2) the Agricultural Land Lease Policy, and has read the documents and fully understands the terms and conditions of each and that Lessee will comply with all the terms and conditions. Lessee further acknowledges that it has had sufficient time and opportunity to consult with advisors of your own choosing about the potential benefits and risks of entering into this Agreement.

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

Milwaukee County Dept. of Parks, Recreation & Culture

by _____ Date _____
John Dargle, Interim Director

Fred Wobick

by _____ Date _____
Fred Wobick

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

Date: November 26, 2013
To: Chairwoman Marina Dimitrijevic, County Board of Supervisors
From: John Dargle, Jr., Director, Department of Parks, Recreation and Culture
Subject: **Sign Location Lease Agreement - ACTION**

POLICY

The Department of Parks, Recreation and Culture (DPRC) is seeking authorization to enter into a Sign Location Lease Agreement (Agreement) with The Lamar Company (Lamar).

BACKGROUND

The DPRC and Lamar have partnered since 2000 for mutually-beneficial advertising efforts. Lamar has leased a small portion of land in Estabrook Park for the installation and maintenance of a sign used for advertising. The term of this Agreement is one (1) year and Lamar has agreed to pay annual rent of \$2,000. In addition, Lamar will provide the DPRC free freeway and street static board advertising and digital advertising as defined in the Agreement.

RECOMMENDATION

The Parks Director recommends that the DPRC be authorized to execute the Sign Location Lease Agreement with The Lamar Company for use of a portion of land within Estabrook 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., Director

Attachment – Sign Location Lease Agreement

copy: 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
Barbara Campbell, Leasing Manager, Lamar Advertising of Milwaukee

1
2
3
4
5
6
7
8
9
10
11
12
13
14
15
16
17
18
19
20
21
22
23
24
25
26
27
28
29
30
31

(ITEM NO.) From the Director, Department of Parks, Recreation and Culture (DPRC) requesting authorization to enter into a Sign Location Lease Agreement with The Lamar Company (Lamar).

A RESOLUTION

WHEREAS, the DPRC and Lamar have partnered since 2000 for mutually-beneficial advertising efforts; and

WHEREAS, Lamar has leased a small portion of land in Estabrook Park for the installation and maintenance of a sign used for advertising; and

WHEREAS, the term of this Agreement is one (1) year; and

WHEREAS, Lamar has agreed to pay \$2,000 for rent; and

WHEREAS, Lamar has agreed to provide the DPRC free freeway and street static board advertising and digital advertising as defined in the Agreement; now, therefore

BE IT RESOLVED, that the Milwaukee County Board of Supervisors hereby authorizes and directs the Department of Parks, Recreation and Culture to execute the Sign Location Lease Agreement with The Lamar Company for use of a portion of land within Estabrook Park.

MILWAUKEE COUNTY FISCAL NOTE FORM

DATE: November 26, 2013

Original Fiscal Note

Substitute Fiscal Note

SUBJECT: Authorization to enter into a Sign Location Lease Agreement with The Lamar Company for use of a portion of land within Estabrook Park.

FISCAL EFFECT:

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

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

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

DESCRIPTION OF FISCAL EFFECT

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

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

- A. Authorization to enter into a Sign Location Lease Agreement with The Lamar Company for use of a portion of land within Estabrook Park.
- B. Annual rent payment of \$2,000 and free static and digital advertising as defined in the Agreement.
- C. No impact
- D. None

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

Lamar Co # 258

This Instrument Prepared by:
James R. McIlwain
5321 Corporate Boulevard
Baton Rouge, Louisiana 70808

Yes _____ New
2925-01 _____ Renewal
Lease #



James R. McIlwain

SIGN LOCATION LEASE

THIS LEASE AGREEMENT, made this _____ day of December, 2013, by and between: **MILWAUKEE COUNTY DEPARTMENT OF PARKS, RECREATION AND CULTURE** (hereinafter referred to as "Lessor") and **THE LAMAR COMPANIES** (hereinafter referred to as "Lessee"), provides

WITNESSETH

"LESSOR hereby leases to LESSEE, its successors or assigns, as much of the hereinafter described lease premises as may be necessary for the construction, repair and relocation of an outdoor advertising structure ("sign"), including necessary structures, advertising devices, utility service, power poles, communications devices and connections, with the right of unobstructed access to and unobstructed egress from the sign by LESSEE's employees, contractors, agents and vehicles and the right to survey, post, illuminate and maintain advertisements on the sign, and to modify the sign to have as many advertising faces, including changeable copy faces or electronic faces, as are allowed by local and state law, and to maintain telecommunications devices or other activities necessary or useful in LESSEE's use of the sign. Any discrepancies or errors in the location and orientation of the sign are deemed waived by LESSOR upon LESSOR's acceptance of the first rental payment due after the construction of the sign.

The premises are a portion of the property located in the County/Parish of Milwaukee, State of Wisconsin, more particularly described as:

COMSTOCK & WILLIAMS SUBD OF LOTS 1 TO 5 SEC 5 & SE 1/4 SEC 5 & NW 1/4 SEC 4-7-22 100' R O W RUNNING N W'LY & S E'LY THRU LOT 133. 4377 NORTH SANTA MONICA BOULEVARD. Tax Key #2420220000

1. This Lease shall be for a term of one (1) years commencing on the first day of the calendar month following the date of completion of construction of the sign; provided, however, that if this is a renewal Lease, the term and payments shall begin November 1, 2013 ("commencement date").
- This Lease shall renew for an additional term, of equal length, on the same terms and conditions. Said extension shall automatically go into effect unless either party shall give to the other party written notice of non-extension at least sixty (60) days prior to the expiration of the original term.
2. LESSEE shall pay to LESSOR an annual rental of Two Thousand and 00/100Dollars (\$2,000.00), payable annually in advance in one installment of \$2,000.00 due on the first day of the month following commencement. Rent shall be considered tendered upon due mailing or attempted hand delivery during reasonable business hours at the address designated by LESSOR, whether or not actually received by LESSOR. Should LESSEE fail to pay rent or perform any other obligation under this lease within thirty (30) days after such performance is due, LESSEE will be in default under the lease. In the event of such default, LESSOR must give LESSEE written notice by certified mail and allow LESSEE thirty (30) days thereafter to cure any default.
3. LESSOR agrees not to erect or allow any other off-premise advertising structure(s), other than LESSEE's, on property owned or controlled by LESSOR within two thousand (2000) feet of LESSEE's sign. LESSOR further agrees not to erect or allow any other obstruction of highway view or any vegetation that may obstruct the highway view of LESSEE's sign. LESSEE is hereby authorized to remove any such other advertising structure, obstruction or vegetation at LESSEE's option.
4. LESSEE may terminate this lease upon giving thirty (30) days written notice in the event that the sign becomes entirely or partially obstructed in any way or in LESSEE's opinion the location becomes economically or otherwise undesirable. If LESSEE is prevented from constructing or maintaining a sign at the premises by reason of any final governmental law, regulation, subdivision or building restriction, order or other action, LESSEE may elect to terminate this lease. In the event of termination of this Lease prior to expiration, pursuant to this section, LESSOR will return to LESSEE any unearned rentals on a pro rata basis.
5. All structures, equipment and materials placed upon the premises by the LESSEE or its predecessor shall remain the property of LESSEE and may be removed by LESSEE at any time prior to or within a reasonable time after expiration of the term hereof or any renewal. At the termination of this lease, LESSEE agrees to restore the surface of the premises to its original condition. The LESSEE shall have the right to make any necessary applications with, and obtain permits from, governmental bodies for the construction and maintenance of LESSEE's sign, at the sole discretion of LESSEE. All such permits and any nonconforming rights pertaining to the premises shall be the property of LESSEE.
6. LESSOR represents that he is the owner or lessee under written lease of the premises and has the right to make this agreement and to grant LESSEE free access to the premises to perform all acts necessary to exercise its rights pursuant to this

lease. LESSOR is not aware of any recorded or unrecorded rights, servitudes, easements, subdivision or building restrictions, or agreements affecting the premises that prohibit the erection, posting, painting, illumination or maintenance of the sign. LESSOR acknowledges that the terms and conditions of this agreement are confidential and proprietary and shall not be disclosed to any third-party without the written consent of LESSEE; provided, however, that this provision shall not apply to LESSOR's obligations pursuant to the Wisconsin Open Records Law, Wisconsin Statutes s. 19.31 *et seq.*

7. In the event of any change of ownership of the property herein leased, LESSOR agrees to notify LESSEE promptly of the name, address, and phone number of the new owner, and LESSOR further agrees to give the new owner formal written notice of the existence of this lease and to deliver a copy thereof to such new owner at or before closing. In the event that LESSEE assigns this lease, assignee will be fully obligated under this Lease and LESSEE will no longer be bound by the lease. This lease is binding upon the personal representatives, heirs, executors, successors, and assigns of both LESSEE and LESSOR.

8. In the event of condemnation of the subject premises or any part thereof by proper authorities, or relocation of the highway, the LESSOR grants to the LESSEE the right to relocate its sign on LESSOR's remaining property adjoining the condemned property or the relocated highway. Any condemnation award for LESSEE's property shall accrue to LESSEE.

9. LESSEE agrees to indemnify LESSOR from all claims of injury and damages to LESSOR or third parties caused by the installation, operation, maintenance, or dismantling of LESSEE's sign during the term of this lease. LESSEE further agrees to repair any damage to the premises or property at the premises resulting from the installation, operation, maintenance, or dismantling of the sign, less ordinary wear and tear.

10. LESSOR agrees to indemnify LESSEE from any and all damages, liability, costs and expenses, including attorney's fees, resulting from any inaccuracy in or nonfulfillment of any representation, warranty or obligation of LESSOR herein.

11. Either party may terminate this Lease if the other party breaches its obligations hereunder and fails to cure such breach upon thirty (30) days' prior written notice. In the event LESSOR terminates the Lease pursuant to this Section 11, LESSEE shall remove all equipment from the Premises at its sole expense.

12. If required by LESSEE, LESSOR will execute and acknowledge a memorandum of lease suitable for recordation. In addition to the foregoing, LESSOR authorizes and appoints LESSEE as LESSOR's agent, representative, and attorney in fact for the limited purpose of executing on behalf of LESSOR such memorandum of lease and any amended memoranda of lease that are necessary or desirable to correct, amend, or supplement any matter set forth in such memorandum. LESSOR further authorizes LESSEE to perform all acts that are incidental to or necessary for the execution and recordation of such memorandum or memoranda.

13. This Lease is **NOT BINDING UNTIL ACCEPTED** by the General Manager of a Lamar Advertising Company.

DATE: / /2013

DATE: / /2013

LESSEE: THE LAMAR COMPANIES

LESSOR: MILWAUKEE COUNTY
DEPARTMENT OF PARKS, RECREATION
AND CULTURE

By: _____
Kurt Weis, Vice-President/General Manager

By: _____
Milwaukee County Parks Director

Reviewed By:

Milwaukee County Risk Management

Approved as to Form and Independent Status:

Milwaukee County Corporation Counsel

414-257-4575
LESSOR's TELEPHONE NUMBER

39-6005720
LESSOR's SOCIAL SECURITY NUMBER /
EMPLOYER IDENTIFICATION NUMBER

2420220000
Tax ID Parcel # (for land on which sign is located)

Address of LESSEE:
Lamar Advertising of Milwaukee
2809 South Fifth Court
Milwaukee, WI 53207

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

THE  COMPANIES

Rider #1 to Lease#2925-01 dated the 1st day of November, 2013, by and between Milwaukee County Department of Parks, Recreation and Culture, as LESSOR and The Lamar Companies, as LESSEE.

LESSOR and LESSEE agree to the following additional provisions:

1. The LESSOR will receive:
 - Two (2) freeway static boards or three (3) street static boards for a period of not more than eight (8) weeks per lease year.
 - County has the option, in its sole discretion, to change the skins of the board(s) at any time during the lease term at a rate of \$1,250.00 per change.
 - The locations(s) of the board(s) shall be mutually agreeable to both parties.
 - Ten (10) days of digital advertising when a spot is available.
 - The LESSOR to supply art.
 - The locations(s) of the board(s) shall be mutually agreeable to both parties.
2. LESSEE agrees not contract for any advertising display on the sign for any firm or product that is distasteful or offensive at any time during the term of this Lease. LESSOR shall have the right to approve any and all advertising or other use of the sign, said approval not to be unreasonably withheld or delayed.
3. LESSEE shall pay all electricity and utility costs in connection with the sign.
4. LESSOR shall have no responsibility to LESSEE or any third party for the security, maintenance, repair, or removal of the sign or its contents.
5. LESSEE agrees to evidence and maintain proof of financial responsibility to cover costs as may arise from claims of tort, statutes and benefits under Workers' Compensation laws and/or vicarious liability arising from employees. Such evidence shall include insurance coverage for Workers' Compensation claims as required by the State of Wisconsin, including Employer's Liability and insurance covering General and Automobile Liability coverage in the following minimum amounts

| <u>Type of Coverage</u> | <u>Minimum Limits</u> |
|---|---|
| Wisconsin Worker's Compensation or Proof of All States Coverage with Waiver of Subrogation | Statutory |
| Employer's Liability | \$100,000/\$500,000/\$100,000 |
| Commercial General Liability | |
| Bodily Injury & 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 |
| All Autos-Owned, non-owned and/or hired Uninsured Motorists | Per Wisconsin Requirements |

Milwaukee County, as its interests may appear, shall be named as an additional insured for General and Automobile Liability and be afforded a thirty (30) day written notice of cancellation or non-renewal. Waiver of Subrogation by Workers Compensation by policy endorsement in favor of Milwaukee County and Milwaukee County Parks Department is required. 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's shall be submitted for review and approval by the County for the duration of this Agreement.

Coverage's 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.

LESSEE: THE LAMAR COMPANIES

LESSOR: MILWAUKEE COUNTY DEPARTMENT OF PARKS, RECREATION AND CULTURE

Kurt Weis, Vice-President/General Manager

Milwaukee County Parks Director

Reviewed By:

Milwaukee County Risk Management

Approved as to Form and Independent Status:

Milwaukee County Corporation Counsel

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

Date: November 26, 2013

To: Chairwoman Marina Dimitrijevic, County Board of Supervisors

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

Subject: **Lease Agreement with Milwaukee Christian Center, Inc. - ACTION**

POLICY

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

BACKGROUND

The DPRC and MCC have had a mutually-beneficial programming partnership for many years at the Kosciuszko Community Center (Center). MCC is a 501(c)3 not-for-profit privately funded agency that provides a variety of services to youth in Milwaukee.

MCC occupies 1,982 square feet, or 3%, of the Center with use of office and meeting rooms, and common areas such as the gymnasium and restroom facilities. The term of this Lease is five years and rent is \$7,200 annually (\$600 per month). MCC has agreed to pay an annual maintenance fee of \$500. In addition, all participants in MCC programs at the Center purchase an annual membership which contributes approximately \$8,000 per year in revenue.

RECOMMENDATION

The Parks Director recommends that the DPRC be authorized to execute the Lease Agreement with Milwaukee Christian Center, Inc. for use of certain parts of Kosciuszko Community Center.

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., Director

Attachment – Draft Lease Agreement

copy: 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
Karen Higgins, Executive Director, MCC

1
2
3
4
5
6
7
8
9
10
11
12
13
14
15
16
17
18
19
20
21
22
23
24
25
26
27
28
29
30
31
32
33

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

A RESOLUTION

WHEREAS, the DPRC and Milwaukee Christian Center, Inc. (MCC) have had a mutually-beneficial programming partnership for many years; and

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

WHEREAS, the term of this Lease Agreement is five (5) years; and

WHEREAS, MCC has agreed to pay rent in the amount of \$600 per month; and

WHEREAS, MCC has agreed to pay a maintenance fee of \$500 annually; and

WHEREAS, MCC has agreed to require all participants to purchase annual memberships to the Center; now, therefore

BE IT RESOLVED, that the Milwaukee County Board of Supervisors hereby authorizes and directs the Department of Parks, Recreation and Culture to execute the Lease Agreement between Milwaukee Christian Center, 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.

MILWAUKEE COUNTY FISCAL NOTE FORM

DATE: November 26, 2013

Original Fiscal Note

Substitute Fiscal Note

SUBJECT: Authorization to enter into a Lease Agreement with Milwaukee Christian Center, 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. Authorization to enter into a Lease Agreement with Milwaukee Christian Center, Inc. for use of certain parts of Kosciuszko Community Center.
- B. Annual rent payment of \$7,200 and an annual maintenance fee of \$500. Annual membership revenue from participants of MCC programming totals approximately \$8,000.
- C. No impact
- D. None

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

LEASE AGREEMENT

BETWEEN

MILWAUKEE COUNTY DEPARTMENT OF PARKS, RECREATION AND CULTURE

AND

MILWAUKEE CHRISTIAN CENTER, INC.

This Lease Agreement (the "Agreement") is made and entered into this ___ day of _____, 2013 (the "Effective Date") by and between MILWAUKEE COUNTY DEPARTMENT OF PARKS, RECREATION AND CULTURE ("County" or "Lessor") and the MILWAUKEE CHRISTIAN CENTER, INC, a Wisconsin non-stock, non-profit corporation ("Lessee"), 2137 W. Greenfield Avenue, Milwaukee, WI 53204. Together these agencies constitute the "Parties" to this Agreement.

WITNESSETH:

WHEREAS, Lessor and Lessee were Parties to that certain Lease Agreement dated as of November 29, 2007, made pursuant to Adopted County Board Resolution No. 07-290 (the "2007 Lease"), pursuant to which Lessee leased from the County certain rooms within the Kosciuszko Community Center located at 2201 South Seventh Street, Milwaukee, Wisconsin (the "Center") for its various programs serving the youth of the community;

WHEREAS, the Parties recognize that the development of a subsequent multiple year lease for the use of these rooms is advantageous to both the Lessee and the Lessor; and

WHEREAS, the Milwaukee County Board of Supervisors, by virtue of adopting Resolution ___ on ___, 2013, has authorized the Director of the Department of Parks, Recreation and Culture to enter into this Agreement with Lessee 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. Exclusive Use of Space. Lessee shall have the exclusive right for the use of the rooms within the Center, as indicated in yellow on Exhibit A to this Agreement with an approximate total size of 1,982 square feet and further defined as rooms 110 (office), 112, 113 and 118 (meeting rooms), and the office across the corridor from the boxing room (the "Exclusive Space").
2. Scope of Use. The exclusive right to use the Exclusive Space by Lessee for the purpose of conducting recreational programs and other associated activities shall extend from approximately 3:00 p.m. until 8:00 p.m. Monday through Friday during the MPS school year and 9:00 a.m. until 8:00 p.m. Monday through Friday during the summer and MPS holiday recesses, but shall not extend beyond the normal business hours of the Center if such business hours end earlier on any day, for any reason. The County may restrict access to the Center before 9:00 a.m. or after 8:00 p.m. Monday through Friday and on weekends and holidays.
3. Storage. Lessee shall also have the exclusive right to store its computers, furniture, equipment and other personal property (the "Stored Property") in the Exclusive Space twenty-four (24) hours a day,

seven (7) days a week throughout the term of this Agreement. The County shall not enter into rental agreements with any other parties for the use of this Exclusive Space or allow this Exclusive Space to be used or occupied by any other parties at any time throughout the Term of this Agreement (as hereinafter defined). The title to the Stored Property will remain with Lessee at all times, and Lessee will be responsible for the security of the Stored Property and any risk of loss or damage thereto. Lessee certifies that the Stored Property does not include any of the following items: (a) cash or securities; (b) food or perishable goods; (c) living plants or animals; (d) waste; (e) flammable or hazardous goods; (f) illegal goods; (g) toxic, polluted or hazardous goods; (h) firearms, munitions or explosives; or (i) radioactive materials.

4. Use of Common Rooms. All common use rooms within the Center shall be available to be used by the Lessee on a scheduled basis, according to the policies and procedures established by the Center Manager which shall be applied equally to all Center tenants. In the event of any scheduling conflict, the Parties shall work together in good faith to resolve the issue.
5. Use Beyond Program Hours. Lessee may request authorization from the Center Manager for occasional use of the Exclusive Space or any other part of the Center beyond its regularly scheduled program hours.
6. Term. This Agreement shall commence on the first day of the first month following the Effective Date and terminate on the fifth (5th) anniversary thereof (the "Term").
7. Rent. Lessee shall pay, as rent for the use of the Exclusive Space, to the Lessor Six Hundred Dollars (\$600) per month. Payments shall be made within thirty (30) days upon receipt of monthly invoice from the Lessor. Checks 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.
8. Maintenance Fee. In addition to the rental payments detailed above, the Lessee shall pay an annual maintenance fee of Five Hundred and 00/100 Dollars (\$500.00) on or before February 1st of each year to assist the County in covering the costs of general maintenance for the gym, weight rooms, boxing room, kitchens, and/or other areas utilized by the Lessee on a scheduled basis.
9. Maintenance and Utilities. The Lessee is responsible for the daily cleaning and general maintenance of the Exclusive Space or for other areas it may be permitted to use from time to time, including placing of trash in receptacles provided by the County. The County shall be responsible for trash removal and general maintenance of the common areas. The County will provide utilities (heat, electricity, water) for all areas utilized by the Lessee.
10. Youth Membership Card Requirement. It is mutually agreed that Lessee will provide programming for youth from the ages of 11-17 and will continue to use its best efforts to obtain funding to provide programming for youth 7-10 years old. Lessee is to provide adequate staffing and supervision and shall have sole supervisory responsibility for its program participants at all times. Lessee agrees to require that all youth participants who attend programming or activities on a regular basis MUST purchase and use a County "Membership Card," which shall be sold at the most current County fee structure. Participants attending one time special events or tournaments are exempt from purchasing the Membership Card.
11. Alterations Prohibited. County must approve all physical modifications to the Exclusive Space and installation of any equipment or data lines. Lessee shall make no permanent alterations to the Exclusive Space without the prior written consent of County. Any improvements to the Exclusive Space will become the property of the County, at no expense to the County, upon termination of this

Agreement. Lessee agrees to repair or replace any equipment or property that may become damaged due to negligence or inappropriate usage.

12. Installation of Telephone, Internet and Alarm Service. Lessee may, at its expense, install and maintain telephone and internet service for its programs within the Exclusive Space. Lessee also agrees to pay for the installation, maintenance, and monitoring fees for any alarm systems, which Lessee may decide to install. Installation locations for phones or alarm systems are subject to the approval of the County.
13. Center Use Restrictions. Use of the Center is restricted to office, recreational and community activities that are conducted by the Lessee. County must approve any other activities. The Center may not be used for political purposes.
14. Return of Exclusive Space. Upon expiration or termination of this Agreement for any reason, the Exclusive Space shall be returned to the County in as good or better condition than when originally leased, normal wear and tear excepted.
15. Grant Applications. Upon request by the County, Lessee shall provide copies of all grant applications related to programming at the Center. Lessee shall not apply for any grants that would place any conditions or requirements upon the County, unless agreed to in writing by the County. Lessee shall provide to the County copies of all grant awards related to programming at the Center.
16. Indemnification. To the fullest extent permitted by law, Lessee shall indemnify 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 with this Agreement, based on any injury, damage or loss being caused by the negligence or other fault of the Lessee, its agents or employees. Lessee 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.
17. Insurance. Lessee agrees to evidence and maintain proof of financial responsibility to cover costs as may arise from claims of tort and/or vicarious liability arising from employees. Such evidence shall include insurance coverage for Workers' Compensation claims as required by the State of Wisconsin, including Employer's Liability and insurance covering General and Automobile Liability coverages in the following minimum amounts:

| <u>Type of Coverage</u> | <u>Minimum Limits</u> |
|--|---|
| Wisconsin Workers' Compensation or Proof of All States Coverage (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 |
| All Autos-Owned, non-owned and/or hired | |
| Uninsured Motorists | Per Wisconsin Requirements |

Milwaukee County, as its interests may appear, shall be named as an additional insured for General Liability and Automobile 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 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.

18. Damage to Exclusive Space. If the Center, or any portion thereof, is damaged or destroyed by fire, explosion, or any other casualty, and the County chooses not to repair or restore such damage, then Lessee may elect to terminate this Agreement effective as of the date of such damage or destruction. If the County elects to repair or restore such damage, it shall notify Lessee, in writing, within sixty (60) business days from the date of the damage. If the County chooses to repair or restore such damage, both parties shall mutually agree upon the date on which repairs and restoration are to be completed by the County. If the Center is not repaired, restored, and delivered to Lessee upon the mutually agreeable date, Lessee may terminate the Agreement thirty (30) days thereafter.
19. Audit. Pursuant to §56.30(6)(d) of the Milwaukee County Code of Ordinances, Lessee shall allow Milwaukee County, the Milwaukee County Department of Audit, or any other party Milwaukee County may name, when and as they demand, to audit, examine and make copies of, excerpts or transcripts from any records or other information directly relating to matters under this Agreement. Any subcontracting by the Lessee in performing the duties described under this contract shall subject the subcontractor and/or associates to the same audit terms and conditions as the Lessee. Lessee (or any subcontractor) shall maintain and make available to Milwaukee County the aforementioned audit information for no less than three (3) years after the conclusion of the Agreement term.
20. Interest. Unless waived by the County Board of Supervisors, Lessee 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 (1% per month or fraction of a month) as described in Subsection 74.80(1) Wis. Stats. The obligation for payment and calculation thereof shall commence upon the day following the due dates established herein.
 - 20.1 Penalty: In addition to the interest described above, Lessee 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 his 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 Subsection 6.06(1) and Subsection 74.80(2), Wis. Stats. The obligation for payment and calculation thereof shall commence upon the day following the due dates established herein.

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

20.3 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 Lessee'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.

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

21.1 Non-Discrimination: Lessee 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. Lessee 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 Lessee simultaneously with the execution and delivery of the Agreement.

21.2 Affirmative Action Program: Lessee 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. Lessee 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.

21.3 Affirmative Action Plan: Lessee 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.

21.4 Non-Segregated Facilities: Lessee 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.

- 21.5 Reporting Requirement: When applicable, Lessee certifies that it will comply with all reporting requirements and procedures established in Title 41 Code of Federal Regulations, Chapter 60.
- 21.6 Compliance: Lessee 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.
22. 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 Lessee or its successors or assigns.
23. Assignment and Subletting. Lessee may not assign this Agreement, in whole or in part, or sublease any part of the Exclusive Space without the prior written approval of the County.
24. Termination of Agreement.
- 24.1 Due to Lessee's Failure to Fund Programs: This Agreement may be terminated by Lessee, without cause, upon ninety (90) days written notice to the County, in the event that Lessee fails to obtain necessary funding to continue operating its programs from the Center.
- 24.2 With Cause: Either County or Lessee may terminate this Agreement for cause upon thirty (30) days' written notice. However, prior to termination for cause, either party shall be afforded a period of thirty (30) days to cure the defect(s) after having been notified of such.
- 24.3 Closure of Center: In addition, the Agreement may be terminated in the event that the Milwaukee County Board of Supervisors, via official action and resolution, elect to close the Center during the term of this Agreement. In such event, the Lessee shall be afforded an opportunity to present an alternative proposal to the County to continue operating its program in the Center or any other facility owned by the County with available space to house the Center's programming.
25. Public Center. Lessee understands and agrees that the Center is fundamentally public and that the Center is to remain accessible to the public in a manner that is compatible with both the historical uses of the Center as well as the uses authorized by this Agreement.
26. Holdover. In the event the Lessee remains in possession of the Exclusive Space after the expiration of this Agreement, and without any renewal or extension hereof having been agreed to in writing, the Lessee shall be deemed to be occupying the Exclusive Space on a month-to-month basis. All obligations contained herein shall continue to be applicable to such month-to-month tenancy until renewed or terminated.
27. Compliance. Each party agrees that it will perform its obligations under this Agreement in accordance with all applicable laws, governmental rules and regulations now or hereinafter in effect.
28. Severability. If any provision of this Agreement is found to be illegal or unenforceable, the remaining provisions of this Agreement shall not be affected, thereby, and shall remain in full force and effect as though the illegal or unenforceable provisions were not contained herein; provided that, if said illegal or unenforceable provisions go to the heart of this Agreement, then the Agreement is terminated.

29. Force Majeure. Neither party shall be responsible for delays or failures in performance as a result of an Act of God, war, civil disturbance or other cause beyond a reasonable control of such party, and such failure to perform shall not be grounds for termination or default.
30. Governing Law. This Agreement is made pursuant to, and shall be construed in accordance with the laws of the State of Wisconsin.
31. Notice. 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 as addressed as follows:

Milwaukee Christian Center
Karen Higgins, Executive Director
2137 W. Greenfield Avenue
Milwaukee, WI 53204

Milwaukee County Dept of Parks
John Dargle, 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:

Milwaukee Christian Center, Inc.

by _____ Date _____
Karen Higgins, Executive Director

Milwaukee County Dept of Parks, Recreation & Culture

by _____ Date _____
John Dargle, Director

Approved as to form and independent status:

by _____ Date _____
Corporation Counsel

Reviewed by:

by _____ Date _____
Risk Management

EXHIBIT A
EXCLUSIVE SPACE

[Attached.]

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

Date: November 26, 2013

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

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

Subject: **Strategic Planning – INFORMATIONAL**

ISSUE

An oral presentation regarding the Department of Parks, Recreation and Culture's (DPRC) strategic planning efforts.

BACKGROUND

The DPRC recently began the process to develop a new 5-year Strategic Plan (2015-2020). A 7-member Strategic Planning Team has been assembled from volunteer employees representing all divisions and levels. This core team will work closely with an external facilitator, Ms. Angela Allen, PhD, MSW, from the University of Wisconsin Cooperative Extension.

The approach chosen for this process was developed by John Bryson and is designed for use by municipal and non-profit agencies. Steps include the creation of a mission statement, values, and vision; stakeholder identification; an inventory of strengths, weaknesses, opportunities and challenges; and strategy formulation.

The strategic planning timeline provides for an update on our progress to this committee in March 2014. The ultimate goal is to have the plan finalized for presentation to the County Board in June 2014 and prior to 2015 Budget preparation. This schedule is aggressive; however, it allows numerous opportunities for employee engagement through staff forums and community participation through surveys and public meetings.

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., Director

copy: 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
Angela Allen, CNRED Educator, University of Wisconsin Cooperative Extension
Parks Strategic Planning Team



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

Date: November 26, 2013
 To: Gerry Broderick, Chair, Parks, Energy and Environment Committee
 From: John Dargle, Jr., Director, Department of Parks, Recreation and Culture
 Subject: **2013 Parks Amenities Matching Fund – INFORMATIONAL**

ISSUE

An oral presentation regarding the status of the 2013 Parks Amenities Matching Fund.

BACKGROUND

The 2013 Parks Amenities Matching Fund (PAMF) was created to provide matching funds for monies raised by a third party for the repair or enhancement of existing park facilities and amenities. The PAMF was funded at \$250,000 in 2013 from Land Sales revenue. Establishment of the PAMF and the criteria for administration were approved by the County Board of Supervisors in March 2013.

The DPRC reached out to Friends and Advocacy Groups and partners throughout the year to market the availability of these matching funds. To date, over \$240,000 of the PAMF has been awarded although the total value of all projects will exceed \$800,000. Projects that have been awarded funds include:

| <u>Project</u> | <u>Partner</u> | <u>Award</u> |
|---|---------------------------------|---------------------|
| New glass at Wilson Recreation Ice Rink | SHAW & Anon Charitable Trust | \$30,000 |
| Restoration of the Gen. Kosciuszko Monument & site | RKM, Inc. | \$50,000 |
| Cleaning and waxing of the Dr. Erastus Wolcott statue | Lake Park Friends | \$2,500 |
| Window treatments for Humboldt Park pavilion | BVNA | \$500 |
| Accessible walkway at Boerner Botanical Gardens | Whitnall Rotary | \$75,000 |
| Picnic tables (system-wide) | Park People | \$30,000 |
| Dog Exercise Area amenities | ROMP | \$1,050 |
| Walker Square WiFi project | LULAC | \$1,000 |
| New windows at Wehr Nature Center | Friends of Wehr | \$50,000 |

The DRPC is encouraged by the participation of many Friends and partners in this renewed program and is hopeful the program will be refunded in 2014.



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., Director

copy: 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