



OFFICE OF THE COUNTY EXECUTIVE

# Milwaukee County

CHRIS ABELE COUNTY EXECUTIVE

Date: June 29, 2012  
To: Marina Dimitrijevic, Chairwoman, County Board of Supervisors  
From: Chris Abele, County Executive  
Subject: Appointment to the War Memorial Corporation Board of Trustees

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

Your consideration and confirmation will be appreciated.

Attached is a copy of his biography for your review.

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

Chris Abele  
Milwaukee County Executive

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

## RESUME

**James A. Duff**

**8020 Harwood Avenue**

**Wauwatosa, Wisconsin 53213**

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

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

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

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

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

American Legion, Whitefish Bay, WI

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

**Supervisor, Customer Services 09/1999 – 03/2003**

United States Postal Service, Milwaukee, WI

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

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

Hometown Inc, Milwaukee, WI

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

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

Headquarters, Wisconsin Army National Guard, Madison, WI

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

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

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

Currently enrolled in MBA program at UW-Whitewater

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



OFFICE OF THE COUNTY EXECUTIVE

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# Milwaukee County

CHRIS ABELE • COUNTY EXECUTIVE

Date: February 4, 2013  
To: Marina Dimitrijevic, Chairwoman, County Board of Supervisors  
From: Chris Abele, County Executive  
Subject: Appointment of Bill Christofferson to the War Memorial Corporation Board of Trustees

Pursuant to the provisions set forth in Milwaukee County General Ordinance 45.058 and subject to confirmation by your honorable body, I am hereby appointing Bill Christofferson to serve on the War Memorial Corporation Board of Trustees. Bill Christofferson's term will expire on February 1st, 2017.

Your consideration and confirmation will be appreciated.

Attached is a copy of his biography for your review.

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

Chris Abele  
Milwaukee County Executive

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

## **BILL CHRISTOFFERSON**

**2937 S. Superior, Milwaukee, WI 53207**

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

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

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

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

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

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

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



OFFICE OF THE COUNTY EXECUTIVE

# Milwaukee County

CHRIS ABELE • COUNTY EXECUTIVE

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Date: February 4, 2013  
To: Marina Dimitrijevic, Chairwoman, County Board of Supervisors  
From: Chris Abele, County Executive  
Subject: Appointment of Matt Flynn to the War Memorial Corporation Board of Trustees

Pursuant to the provisions set forth in Milwaukee County General Ordinance 45.058 and subject to confirmation by your honorable body, I am hereby appointing Matt Flynn to serve on the War Memorial Corporation Board of Trustees. Matt Flynn's term will expire on February 1st, 2017.

Your consideration and confirmation will be appreciated.

Attached is a copy of his biography for your review.

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

Chris Abele  
Milwaukee County Executive

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

ATTORNEY PROFILE



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

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

RELATED PRACTICE GROUPS

Litigation & Dispute  
Resolution

Antitrust & Trade Regulation  
Litigation

Financial Institutions  
Litigation

Securities Litigation

Trade Secrets and Unfair  
Competition Litigation

Antitrust, Trade Regulation &  
Franchising

Lender Liability Task Force

Government Affairs  
Compliance

ERISA Litigation

Franchise and Distribution

Internal Investigations

Lender Liability

**Matthew J. Flynn** / Partner

Professional Experience

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

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

Representative Cases: Complex Commercial Litigation:

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

## RELATED NEWS

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

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

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## RELATED PUBLICATIONS

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

brought by a victim 30 years after the alleged incidents.

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

Securities Litigation:

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

Media:

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

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

#### Education and Honors

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

#### Bar Admissions

Wisconsin, 1975

#### Court Admissions

U.S. Supreme Court

Wisconsin Supreme Court

U.S. Court of Appeals, 7th Circuit

U.S. District Court, Eastern District of Wisconsin

#### Professional Recognition

Listed in *The Best Lawyers in America*<sup>®</sup> (2010-present: Commercial Litigation).

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

Selected for inclusion in the 2005-2012 *Wisconsin Super Lawyers*<sup>®</sup> lists (General Litigation).

Martindale-Hubbell AV<sup>®</sup> Peer Review Rated.

#### Professional and Civic Activities

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

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

#### Languages

Spanish



OFFICE OF THE COUNTY EXECUTIVE

# Milwaukee County

CHRIS ABELE COUNTY EXECUTIVE

Date: March 25, 2013  
To: Marina Dimitrijevic, Chairwoman, County Board of Supervisors  
From: Chris Abele, County Executive  
Subject: Appointment to Milwaukee Public Museum Board of Directors

Pursuant to Milwaukee County General Ordinance 1.22 and subject to the confirmation of your Honorable Body, I am hereby appointing Jason Allen to serve on the Milwaukee Public Museum Board of Directors. Jason Allen's appointment will expire on February 1, 2015.

Attached is a copy of his biography for your review.

Your consideration and review of this appointment is appreciated.

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

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Chris Abele  
Milwaukee County Executive

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

## Jason W. Allen



**PARTNER**

**JALLEN@FOLEY.COM**

**414.297.5589**  
**777 EAST WISCONSIN AVENUE**  
**MILWAUKEE, WI 53202-5306**

**8300 N ALLEN LN**  
**FOX POINT, WI 53217**

Jason Allen is a partner with Foley & Lardner LLP, where he is a member and vice chair of the Energy Industry Team. He is a member of the Finance & Financial Institutions, Transactional & Securities, and Private Equity & Venture Capital Practices. Mr. Allen's practice focuses in the areas of mergers and acquisitions, private equity, finance, and general corporate and commercial law, with a particular emphasis on transactions in the energy industry.

Mr. Allen's background in energy, project and infrastructure finance transactions involves the acquisition, divestiture and financing of numerous domestic and international energy projects. Mr. Allen has extensive experience in all aspects of these transactions, including the preparation and negotiation of various documentation, such as asset and stock purchase agreements, merger agreements, electric power and steam sales contracts, operation and maintenance agreements, fuel supply agreements, construction contracts, joint venture agreements, partnership agreements, shareholder agreements and LLC agreements.

In addition to energy-related projects, Mr. Allen has been involved in various types of acquisitions and financings across a broad array of other industries.

Mr. Allen joined the firm in 1998 after graduating from the University of Wisconsin School of Law. He also holds bachelor's degrees in business and in economics, conferred in 1995 by San Jose State University.

Mr. Allen is admitted to practice in California and Wisconsin and is a member of the American and the National Bar Associations. His board memberships and outside activities include director of Cornerstone Achievement Academy; director of Sharp Literacy, Inc.; board member of Children's Hospital and Health System Foundation; board member of Marquette University High School; and trustee of Milwaukee Institute of Art Design.

FOR MORE INFORMATION, VISIT US ONLINE AT [FOLEY.COM](http://FOLEY.COM)





## Jason W. Allen

In 2011 and 2012, the *Legal 500* recognized Mr. Allen for his work in project finance. He was selected for inclusion in the 2006 and 2007 *Wisconsin Super Lawyers – Rising Stars®* lists for his mergers & acquisitions work. He was also recently named to *The Business Journal of Milwaukee's* "Forty Under 40" Class of 2011.





OFFICE OF THE COUNTY EXECUTIVE

*Milwaukee County*

CHRIS ABELE • COUNTY EXECUTIVE

Date: March 27, 2013  
To: Marina Dimitrijevic, Chairwoman, County Board of Supervisors  
From: Chris Abele, County Executive  
Subject: Appointment of Kip Ritchie to the Marcus Center Board of Directors

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

I would appreciate your consideration and confirmation.

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

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Chris Abele  
Milwaukee County Executive

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

W260 N2968 Steeplechase Drive Pewaukee, Wisconsin 53072  
Home: 262-695-8984 Cell: 262-366-8272 krritchie@earthlink.net

— PROFILE —

## Business Operations and Development, Management and Marketing

*Unique, multi-skilled professional experienced in operations, marketing and business development, management and strategic planning. Natural leader with excellent interpersonal skills, accomplished in organizational team building, problem resolution and establishing operational financial strategies. Extensive background in the development of marketing strategies with a penchant for discovering unique solutions and creative training options.*

— PROFESSIONAL EXPERIENCE —

Potawatomi Business Development Corporation – Milwaukee, Wisconsin  
**Chief Operations Officer/Senior Vice President**  
2005-present

**Highlights:** *Responsible for operations and business development for the PBDC and its affiliates. Build relationships within the tribe, communities in which our tribe and the PBDC have influence, and interact with business partners and clients. Responsible for communications strategy designed to raise awareness and public perception of the diverse nature of the tribe's business activities and results. In addition, provide a key presence and motivation to garner government and corporate business for the operating entities of the Potawatomi Business Development Corporation.*

### **Business Development, Strategic Planning, Sales, Marketing and Communications**

- Responsible for managing all hands-on operational aspects of the company.
- Assist the CEO in ensuring that PBDC goals are met or exceeded.
- Responsible for the day-to-day supervision and decision-making to ensure PBDC success.
- Provide day-to-day leadership and management to implement goals and direction provided by CEO.
- Responsible in assisting to achieve and surpass sales, profitability, cash flow and business goals and objectives.
- Responsible for the measurement and effectiveness of all processes internal and external. Provides timely, accurate and complete reports on the operations of the company.
- Collaborate with the management team to develop and implement strategic planning.
- Motivate and supervise management team in the achievement of operational goals; attract and retain required members of the executive team not currently in place; provide mentoring as a cornerstone to the management career development program.

Potawatomi Bingo Casino – Milwaukee, Wisconsin  
**Assistant General Manager & Director of Marketing**  
1997-2004

**Highlights:** *Planned and executed a community wide political expansion campaign and consequently a \$150-million expansion of casino and bingo hall in 1999. Developed and implemented goals and objectives for new facility in marketing, customer service, management and general business advancement. Increased business during the first fiscal year of operation by 27% and reached a record number over 3 million visitors. Second year operational goals included a 9% increase in net win. In 2004, the casino experienced a 22% increase over 2003, and reached over 4.5 million visitors. Responsible for over \$1 billion in gross revenue and an annual operating budget of \$126 million. Served on Casino Expansion Development Committee in 2004 to plan for \$280 million casino expansion which began in 2006.*

### **Operations • Strategic Planning**

- Ensured overall efficient, credible, sustained and profitable operations.
- Implemented strategic planning, policy development and operational support for all departments.
- Monitored all property activities, ensuring that applicable laws, regulations, and policies were enforced.
- Served as liaison between tribal public affairs and casino, implementing a grass-roots campaign to build community awareness regarding tribal compacts and unique tribal issues.
- Served as Acting General Manager during absence of General Manager.
- Researched and assisted in design and operations of initial \$150 million expansion.
- Initiated casino's first formal strategic direction planning standing behind its mission to create "*The Ultimate WOW! Entertainment Experience!*"
- Introduced the Balanced Scorecard Management Goals Program, a company-wide business development program designed to align all management with the strategic intent of the company.

### **Management**

- Assisted in the day-to-day management of the business along with oversight of twelve department directors, seventy-five managers and an employee base of 1,800.
- Provided strategic direction for department directors and managers, reviewed corporate goals and strategic plans, and maintained a regular performance review program.
- Implemented public relations strategies, overseeing the department's crisis management, media relations, shareholder relations and charitable giving communication's efforts.
- Hired consultant to initiate a comprehensive market study determining size and scope of casino expansion.
- Established employee training benchmark the WOW! Cultural Shift and Customer Service training initiative.
- Created an empowered environment for a marketing team of over 100, encouraging management training, individual growth, and expansion of responsibilities.

### **Business Development**

- Expanded breadth of gaming options including the introduction of a poker room and new games, including Craps, Roulette, and Let It Ride.
- Opened new non-smoking casino, the Sky Lodge, on the upper level of the existing facility – exceeding revenue expectations.
- Spearheaded the development and format of the Northern Lights Theater, today known as one of the nation's finest casino theaters, winning three consecutive WAMI Venue of the Year awards.
- Successfully introduced a live national entertainment program, vaulting the casino into a new category as a destination property.
- Negotiated with Bartolotta Restaurant Group to oversee management of \$25 million food and beverage department including three in-house restaurants and snack bars. The Dream Dance Restaurant received a four-star rating by *Milwaukee Journal Sentinel* Restaurant Critic, Dennis Getto, a 4-diamond rating from AAA and James Beard honors in 2002.
- Co-founded the Forest County Potawatomi Community Foundation, a non-profit foundation committed to giving over \$3 million to community organizations.

### **Marketing**

- Developed plan to build a powerful marketing team with the ability to move the casino into a world-class entertainment arena, increased the size and scope of the department as well as hired numerous staff members including an Advertising Manager, Public Relations Director, Direct Marketing Manager, Guest Services Manager, Promotions Manager, Web Administrator and Entertainment Director.
- Directed Advertising Agencies in the production of corporate and political advertising, featuring the creation of a new brand for Potawatomi Bingo Casino and its launch in conjunction with the opening of new casino in 1999 and re-birth in 2004.
- Developed comprehensive Group Tour and daily line-run shuttle programs.
- Created a Guest Services Department to offer effective one-to-one marketing with over 5,000 premium guests, representing over \$100 million in gross annual revenue.

### **Intergovernmental and Political Experience**

- Participated in political negotiations with the city and county.
- Assisted the Legal and Executive Council to inform and update tribal members on compact negotiations and

political challenges in the Milwaukee area.

- Established relationships with local organizations – GMCVB, Spirit of Milwaukee, Milwaukee Bucks, Milwaukee Brewers, World Festivals, Inc., Wisconsin State Fair – to promote Milwaukee’s tourism potential.
- Nurtured relationships with local politicians, community and business leaders, and charitable organizations.
- Presented the Potawatomi story on behalf of the Potawatomi tribe at numerous association meetings, rotary clubs and other area events.

Pisani, Inc. – Appleton, Wisconsin

**Marketing and Account Services Director**

1993-1997

Sights & Sounds Publishing, Inc. – Madison, Wisconsin

**Director of Advertising and Marketing**

1990-1993

AT&T/L.M. Berry Company – Milwaukee, Wisconsin

**Account Executive**

1988-1990

— AFFILIATIONS, BOARD INVOLVEMENT & AWARDS —

- Visit Milwaukee Convention & Visitor’s Bureau – Board of Directors, Marketing Committee Chair – 1998-2004
- Greater Milwaukee Hotel Motel Association – Board of Directors –1998-2003
- Forest County Community Foundation Board of Directors– Board Chair- 2000-present
- Advancia Corporation – Board of Directors – 2006-2008
- OneProspect Technologies, LLC – Board of Directors – 2006-2008
- Potawatomi Business Development Corporation – Co-founder and Board of Directors – 2002-2007
- Froedtert Hospital Foundation – Board of Directors – 2010-present
- Children’s Health Alliance – Board of Directors – 2009-present
- Milwaukee Public Museum – Board of Directors – 2002-2005
- Indian Gaming Magazine – Board of Directors – 2007-present
- National Indian Gaming Association – Associate Member Board of Directors – 2006-2010
- American Indian Business Network – Advisory Board – 2004-present
- National Center for American Indian Economic Development—Board of Directors – 2012-present
- Native American Contractors Association – Board of Directors – 2008-2010, 2012-present
- Tribal Financial Advisors – Board of Directors – 2012-present
- New Mexico Community Capital – Board of Directors – 2012-present
- *The Business Journal* – 2000 “40 under 40” Member
- *Milwaukee Community Journal* – 1999 Community Achievement Award Recipient
- Greater Milwaukee Convention and Visitors Bureau – 2002 Lamplighter Award recipient

— EDUCATION —

University of Wisconsin—Madison, Bachelor of Arts, 1988

University of Nevada—Reno, Gaming Management Certificate, 2000

— REFERENCES —

Available upon request

**Gerry Broderick**  
Milwaukee County Supervisor 3rd District

DATE: April 8, 2013  
TO: Chairwoman Marina Dimitrijevic, Milwaukee County Board of Supervisors  
FROM: Gerry Broderick, Chairman, Parks, Energy and Environment Committee  
SUBJECT: **Administrative Determination Review Committee Appointments**

Sections 110.03 and 110.07(a) of the Milwaukee County Code of General Ordinances (MCGO) provide that any person whose rights, duties or privileges have been directly adversely affected by a determination of a county authority has the ability to appeal such determination to the appropriate county board standing committee.

Such an appeal is to be heard by either the standing committee or a review committee with members appointed by the committee chairperson and confirmed by the committee.

Therefore, pursuant to MCGO section 110.07(d) and subject to confirmation by the Parks, Energy and Environment Committee, I am pleased to appoint the following individuals to the Administrative Determination Review Committee for the purpose of conducting reviews and rendering decisions on appeals to determinations made by county authorities.

- Supervisor Gerry Broderick, Milwaukee County Board of Supervisors, District 3 (Chairman of the Administrative Determination Review Committee – NON VOTING)
- Richard Ceschin, Deputy Director, Milwaukee County Human Resources
- Supervisor Jason Haas, Milwaukee County Board of Supervisors, District 14
- Veronica Robinson, Executive Director, Milwaukee County Ethics Board

I have every confidence the aforementioned individuals will conduct a fair review process based upon the policies of the standing committee for which they are representatives. The Administrative Determination Review Committee shall be the final county administrative review.



Gerry Broderick  
Chairman, Committee on Parks, Energy and Environment



Date: 8 March 2013

To: Supervisor Marina Dimitrijevic, County Board Chairwoman

From: Ellen Censky, Ph.D., Senior Vice President/Academic Dean, Milwaukee Public Museum  
censky@mpm.edu, 414-278-2786

Subject: **Approval to deaccession and repatriate Maori Ancestral Remains as requested by the Te Papa Tongarewa, the official agent for the New Zealand Government**

The Milwaukee Public Museum has received a formal request to repatriate Maori Ancestral remains from the Te Papa Tongarewa, the official agent of the New Zealand Government. All explanatory materials regarding these two requests are attached.

All necessary investigation has been done on this request to confirm that it complies with the MPM Collections Policy.

This repatriation and deaccession request has been approved by all the required staff at the Milwaukee Public Museum and was approved by the MPM Board of Directors at the February 21, 2013 meeting. As policy states, we are now requesting approval for repatriation and permission to deaccession from the Milwaukee County Board and would like these items to be presented at the next possible Milwaukee County Parks, Energy & Environment Committee for initial approval.

**Fiscal note**

The resolution has no fiscal impact.

Upon these final approvals, please indicate the date approved and return these signed documents to:

Claudia Jacobson  
Registrar  
Milwaukee Public Museum  
800 W. Wells Street  
Milwaukee, WI 52213

c: County Executive Chris Able  
Supervisor Gerry Broderick, Chairman, Parks, Energy and Environment  
Kelly Bablitch, Chief of Staff, Milwaukee County Board of Supervisors  
Janelle Jensen, Parks Committee Clerk



REQUEST TO DEACCESSION AND REPATRIATE

The following accession of Milwaukee Public Museum (MPM) material has been requested for repatriation. The MPM Repatriation Committee has met and is recommending the deaccessioning and repatriation of the following material.

Please review the form and attached formal review by the curatorial section and sign where indicated if you approve. Following your approvals, please place this request before the MPM Board of Directors and then the Milwaukee County Board. Following all approvals and posting in the Federal Registry (without receiving any challenges to this repatriation), formal deaccessioning and repatriation will be finalized.

GROUP REQUESTING REPATRIATION:

Te Papa Tongarewa/ Museum of New Zealand
Cable Street
P.O. Box 467
Wellington 6011, New Zealand

CURATOR [Signature] SECTION: Anthropology DATE 1/17/13
SECTION HEAD [Signature] DATE 1/17/13

MATERIAL RECOMMENDED FOR DEACCESSIONING AND REPATRIATION:

Catalog #: E61462
Accession #: 22289
Culture: Maori, New Zealand
Object: Toi moko (preserved human head)
Date accessioned: 30 June 1970 as a purchase from Primitive Arts Gallery II, Milwaukee Wisconsin (Bernard Brown, owner).

APPROVED: Senior Vice President/Academic Dean [Signature] Date 1-21-13
President/CEO [Signature] Date 1/23/13
ACTION BY MPM Board of Directors Unanimous Approval Date: 2/21/13

ACTION BY Milwaukee County Parks Committee and County Board of Supervisors:
Date: \_\_\_\_\_

## MEMO

**Date:** January 18, 2013

**To:** E. Censky, Ph.D, Senior Vice President/Academic Dean  
Jay Williams, President/CEo

**Cc:** C. Lupton, Head Anthropology & History  
D. Scher Thomae, Assoc. Curator, Anthropology

**From:** Claudia Jacobson, Registrar

**RE:** Deaccession and Repatriation – Te Papa Tongarewa (Museum of New Zealand) for the Maori People

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The Milwaukee Public Museum has received a formal request to repatriate the items on the attached to Te Papa Tongarewa (Museum of New Zealand) on behalf of the Maori people. All necessary investigation has been done on this request to confirm that the material is repatriable in accordance with the Milwaukee Public Museum Collection Policy and past practices. Therefor, I submit the Milwaukee Public Museum request for deaccession to you for your signature so that the deaccession and repatriation can be completed.

To complete the deaccession, signatures are required of the Senior Vice President and the President/CEO. Please review the attached deaccession forms and sign and date each and return to the Registrar. The request will then be submitted to the Academic Committee and Board of the Milwaukee Public Museum and with their approval to the Milwaukee County Board for final approval.

**Attachments:**

Repatriation Request  
Recommendation by Repatriation Committee  
Formal Request by Te Papa Tongarewa  
New Zealand Government Mandate  
Associated Archival Documentation

## MPM Request for Repatriation

Prepared by Dawn Scher Thomaes, Collections Manager with assistance from George Ulrich, Curator Emeritus, MPM Anthropology Department on January 10, 2013

On December 27, 2012 the Milwaukee Public Museum received notification by e-mail from the Te Papa Tongarewa/ Museum of New Zealand with formal letter of request for the repatriation of a Maori Ancestral Remains (koiwi Tangata Maori). Te Papa Tongarewa is the official agent for the New Zealand Government and is authorized to act on their behalf for this purpose. The material requested is:

**Catalog #:** E61462  
**Accession #:** 22289  
**Culture:** Maori, New Zealand  
**Object:** Toi moko (preserved human head)

### Background

The "pakipaki" or "moko mokai" designated by Te Papa as toi moko was accessioned 30 June 1970 as a purchase from Primitive Arts Gallery II, Milwaukee Wisconsin (Bernard Brown, owner). There is no attendant documentation other than that it was obtained from a "German Museum." A cursory search of German museums by Ulrich revealed no records of the sale of the toi moko to this gallery.

### Description of E61462

61462/22289 is an adult male complete head preserved by a technique called "pakipaki" (alternate steaming and drying to arrest decay). The cheeks and forehead of the *toi moko* are tattooed and are apparently created post-mortem. The relic measures 27cm length, 15cm cranial breadth, 16cm height, and the cranial circumference is 53 cm.

### Recommendation from the MPM Repatriation Committee (1/9/2013)

This item (E61462) has limited research value and is poorly documented. It was removed from exhibit over 20 years ago in the belief that this item was deemed inappropriate for exhibition by the original culture. The toi moko has deep significance to the Māori and it is our desire to respect their repatriation policy as we honor the repatriation policy of the United States (NAGPRA) in the return of human remains to ancestral groups. In deference to Māori beliefs, we recommend that the toi moko be returned to Te Papa Tongarewa/Museum of New Zealand in accordance with established museum and statutory procedures.

### ACTION BY MPM REPATRIATION COMMITTEE

Committee Meeting Date: 1/9/2013

Final Review and Recommendation: 1/14/2013

Recommendation to Repatriate: Approved [X] Denied [ ] Date 1/17/2013

MUSEUM OF NEW ZEALAND  
TE PAPA TONGAREWA

Cable Street  
PO Box 467  
Wellington  
New Zealand

Phone 64-4-381 7000  
Fax 64-4-381 7070  
mail@tepapa.govt.nz  
www.tepapa.govt.nz

28 December 2012

Jay Williams  
President / Chief Executive Officer  
Milwaukee Public Museum  
800 West Wells Street  
MILWAUKEE, WI 53233  
UNITES STATES OF AMERICA

Tēnā koe (Greetings)

### **REPATRIATION OF KŌIWI TANGATA (MĀORI SKELETAL REMAINS)**

This letter follows on from correspondence which took place in 2009 between Dawn Scher Tomae, Anthropology Collections Manager, and a previous staff member at Te Papa Tongarewa, Tania Te Whenua. This correspondence involved discussion of the Milwaukee Public Museum's Māori holdings, along with Te Papa's intention to make a formal request for repatriation of one Toi moko (tattooed preserved head of Māori origin) held by the Museum.



### **Repatriation Programme**

To provide some background, following a series of discussions with Māori the New Zealand Government agreed in 2003 to provide support for the repatriation of Māori human remains. Te Papa was tasked to progress repatriation and considers it an extreme privilege to work alongside a group of Māori customary and scholarly leaders to request and negotiate the return of Māori and Moriori kōiwi tangata (skeletal remains from New Zealand and the Chatham Islands) and Toi moko (tattooed heads).

We have observed a change in museums, universities, and other institutions perspectives, about the appropriateness of retaining Māori human remains and their perspectives about repatriation of indigenous human remains to countries of origin. Across Europe, there is an increased willingness to repatriate indigenous human remains, and you may be aware that France changed its legislative framework to enable Māori human remains to be repatriated to Aotearoa New Zealand. Parts of North America have also been active, although we are aware that giving effect to NGAPRA seems to be an important starting point.

Any information gathered by Te Papa reveals that each kōiwi tangata and Toi moko has a different journey; some were exchanged between museums or universities for research purposes, other kōiwi tangata were taken from sacred burial caves, found during excavation work, or uncovered with sand dunes movements. There are also instances where human remains were traded by Māori.

### Request to repatriate koiwi tangata (skeletal remains)

In your case, the information provided to Te Papa indicates that the one Toi moko (tattooed preserved head) is held in the collection of the Milwaukee Public Museum, having been purchased from Mr Bernard Brown in 1969.



Cat. Prefix	Cat. No.	Acc. No.	Object Description	Source	Acc. Method	Location
E	61462	22289	Tattooed Head	Mr. Bernard Brown	Purchase 07/01/1969	Exhibition 3C045

The purpose of this letter is to formally request the repatriation of this Toi moko (E61462) held by the Milwaukee Public Museum.

### Process going forward

Should Milwaukee Public Museum agree to repatriate the Toi moko, Te Papa would organise an appropriate time with Museum staff for the formal handover of the remains.

The formal handover involves a cultural ceremony to acknowledge the tupuna (the ancestor), an acknowledgement to the museum for their role in caring for the tupuna since 1969, and the signing of an agreement that acknowledges the deaccession of the human remains from the museum collection and transfer to Te Papa. As Te Papa's role is one of facilitator, the tupuna is not accessioned into Te Papa's collections, but is recorded as being received and to be cared for by Te Papa until decisions are made about their final resting place.

MUSEUM OF NEW ZEALAND  
TE PAPA TONGAREWA

Cable Street  
PO Box 467  
Wellington  
New Zealand

Phone 64-4-381 7000  
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mail@tepapa.govt.nz  
www.tepapa.govt.nz

Te Papa arranges and meets the costs of collecting, crating, packing, and freighting the human remains to Aotearoa New Zealand.

The tupuna is ceremonially welcomed by Te Papa and other Māori community leaders to acknowledge that he has arrived on home soil. The tupuna then rests in a dedicated repository room (Wāhi Tapu) until their provenance research is completed. Once their provenance is confirmed, we negotiate onward journey to the area that they were uplifted from.

### Next steps

Attached to this request is a mandate letter from the New Zealand Government's Ministry of Culture and Heritage setting out Te Papa's role in the repatriation programme; further information can also be accessed through our website on webpage: <http://www.tepapa.govt.nz/AboutUs/Repatriation/pages/overview.aspx> Should you require any further information, please do not hesitate to make contact me on [teherekiekieh@tepapa.govt.nz](mailto:teherekiekieh@tepapa.govt.nz).



I look forward to receiving your response to this formal request to repatriate the tupuna held by Milwaukee Public Museum.

Ngā mihi (Kind regards)

A handwritten signature in black ink, appearing to read "Te Herekiekie Herewini".

Te Herekiekie Herewini

**Kaiwhakahaere Kaupapa Pūtere Kōiwi**

Manager Repatriation

cc: Dawn Scher Tomae, Anthropology Collections Manager.

**TE MANATŪ TAONGA**  
**MINISTRY FOR CULTURE AND HERITAGE**

31 August 2004

Dr Seddon Bennington  
Chief Executive  
Museum of New Zealand Te Papa Tongarewa  
PO Box 467  
WELLINGTON

Dear Dr Bennington

**REPATRIATION OF KOIWI TĀNGATA MĀORI (MĀORI ANCESTRAL HUMAN REMAINS)**

The purpose of this letter is confirm that the New Zealand Government, in May 2003, approved a repatriation policy for kōiwi tāngata Māori (kōiwi) and in particular, mandated the Museum of New Zealand Te Papa Tongarewa (Te Papa) to undertake this important work on behalf of the New Zealand Government.

Mandated to act as Crown agent, Te Papa will in most cases be the first point of contact in New Zealand to consider any proposal to return kōiwi from overseas and is responsible for the facilitation of the repatriation of kōiwi. This includes direct negotiations with overseas public institutions through to the physical return of kōiwi to New Zealand.

As you will be aware, Te Papa is required to implement the repatriation policy in accordance with the following parameters:

**Definition of 'Kōiwi Tāngata Māori':** The term 'kōiwi tāngata Māori' is defined as:

*"any part of the human body (skeletal or soft tissue) of Māori or Moriori origin, which is in an unmodified state since death. This includes all Toi Moko which are tattooed, preserved heads of Māori or Moriori origin".*

Kōiwi does not include items that have been modified entirely or partly from human bone (eg. carved or decorated).

**Kōiwi Tāngata Māori Principles:** The repatriation policy is governed by six kōiwi principles:

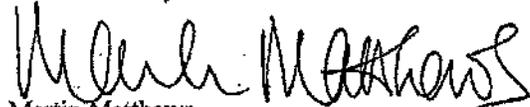
- the government role is mainly one of facilitation - it does not claim ownership of kōiwi;
- repatriation from overseas institutions and individuals is by mutual agreement only;
- the repatriation policy does not cover Māori remains in war graves maintained by the Commonwealth War Graves Commission, or other similar institutions;
- no payment for kōiwi will be made to overseas institutions;

- kōiwi must be identified as originating from New Zealand; and
- Māori are to be involved in the repatriation of kōiwi, and to determine the final resting place, where possible.

It is important that repatriation of kōiwi is carried out in a low key manner to accord kōiwi their rightful respect and dignity.

I take this opportunity to congratulate you on the work already undertaken thus in the area of repatriation. Te Papa's institutional knowledge and expertise in this area is well recognised internationally together with its well-established tikanga capability to carry out this work in a culturally appropriate manner. These attributes will no doubt assist in the repatriation work that Te Papa is undertaking under its Karanga Aotearoa Repatriation Programme.

Yours sincerely,

A handwritten signature in black ink, appearing to read 'Martin Matthews', written in a cursive style.

Martin Matthews  
Chief Executive

✓

**MILWAUKEE PUBLIC MUSEUM**  
**ACCESSION CARD**

Acc. No. 22289 Estimated value \$2800.00

Received June 29 19 70

Classification Ethnology

Estimated Number of Specimens 7

Locality Various

Cataloged June 30 19 70

Catalog No. 61459-61465

Pambara musical instrument (Masamba)	121
Maule mask	175
Yoruba iron sacrificial altar (Osenyi)	23
Maori tattooed head	230
Folding stool	
Surinam (Bush Negro)	78
Surinam peanut pounding board	78
Ekoi head	Nigeria
	120

F.O.M. OPPORTUNITY FUND

Donation	<input type="checkbox"/>	F.O.M. Inc.	<input type="checkbox"/>	Member	<input type="checkbox"/>	Other	<input type="checkbox"/>
Purchase	<input type="checkbox"/>	Mus. budget	<input type="checkbox"/>	F.O.M. Inc.	<input type="checkbox"/>	F.O.M. Genl.	<input type="checkbox"/>
Collected	<input type="checkbox"/>	Museum	<input type="checkbox"/>			Other	<input type="checkbox"/>
Made	<input type="checkbox"/>						

Purchase P. C. No. \_\_\_\_\_

From whom Gallery 11

Street Milwaukee

City \_\_\_\_\_

40

Resolution to Milwaukee County Board for Repatriation of Maori Ancestral Remains to the Te Papa Tongarewa, New Zealand.

## A Resolution

### Repatriation of Maori Ancestral Remains

WHEREAS Milwaukee Public Museum, Inc. (the "Corporation") has entered into an agreement with Milwaukee County (the "County") to manage and operate a natural history museum, known as the Milwaukee Public Museum; and

WHEREAS one of the principle responsibilities of the Corporation is to manage the County's collection in accordance with all applicable state and federal laws, and adopted standards of national and international museum organizations; and

WHEREAS the Corporation is an accredited museum, bound by the guidelines set forth by the American Alliance of Museums in dealing with repatriation requests from within the United States and foreign countries; and

WHEREAS Corporation staff has determined the items fall within the AAM guidelines for deaccession, as well as their own Collection and Repatriation policies to respect the requests for repatriation from other countries just as we honor the repatriation policy of the United States, and the Corporation Board of Directors approved the deaccessioning of these items at their February 22, 2013 meeting.

NOW THEREFORE BE IT HEREBY RESOLVED Milwaukee County approves the deaccessioning of the requested item by the Te Papa Tongarewa, the official agent of the New Zealand Government.

**MILWAUKEE COUNTY FISCAL NOTE FORM**

**DATE:** 3/13/2013

Original Fiscal Note

Substitute Fiscal Note

**SUBJECT:** Milwaukee Public Museum request to deaccession and repatriate Maori ancestral remains as requested by Te Papa Tongarewa

**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<br>(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.*

	<b>Expenditure or Revenue Category</b>	<b>Current Year</b>	<b>Subsequent Year</b>
<b>Operating Budget</b>	Expenditure	\$0	\$0
	Revenue	\$0	\$0
	Net Cost	\$0	\$0
<b>Capital Improvement Budget</b>	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.<sup>1</sup> If annualized or subsequent year fiscal impacts are substantially different from current year impacts, then those shall be stated as well. In addition, cite any one-time costs associated with the action, the source of any new or additional revenues (e.g. State, Federal, user fee or private donation), the use of contingent funds, and/or the use of budgeted appropriations due to surpluses or change in purpose required to fund the requested action.
- C. Discuss the budgetary impacts associated with the proposed action in the current year. A statement that sufficient funds are budgeted should be justified with information regarding the amount of budgeted appropriations in the relevant account and whether that amount is sufficient to offset the cost of the requested action. If relevant, discussion of budgetary impacts in subsequent years also shall be discussed. Subsequent year fiscal impacts shall be noted for the entire period in which the requested or proposed action would be implemented when it is reasonable to do so (i.e. a five-year lease agreement shall specify the costs/savings for each of the five years in question). Otherwise, impacts associated with the existing and subsequent budget years should be cited.
- D. Describe any assumptions or interpretations that were utilized to provide the information on this form.

A. The Milwaukee Public Museum (MPM) is requesting to deaccession and repatriate Maori ancestral remains to the Te Papa Tongarewa, the official agent of the New Zealand Government. This item has limited research value and is poorly documented. It was removed from exhibit 20 years ago. The MPM Board of Directors approved the deaccessioning of this item at their meeting on February 22, 2013.

B. The resolution has no direct fiscal impact on the County. The deaccessioning of the item has a slight impact on the value of the collection, but does not require expenditure of any County funds. An expenditure of staff time is required to prepare the items for shipping. The Government of New Zealand will pay the cost of transporting the item.

C. The resolution has no direct budgetary impact on the County.

D. MPM staff has reviewed all records and there are no restrictions of title that would prevent deaccessioning of this item.

Department/Prepared By Daniel Laurila, DAS-Fiscal Affairs

Authorized Signature



Did DAS-Fiscal Staff Review?  Yes  No

Did CBDP Review?<sup>2</sup>  Yes  No  Not Required

<sup>1</sup> 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.

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



Date: March 25, 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 – 1<sup>st</sup> Half 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.

Base museum attendance is up 2% versus prior year for the first half with just over 115,000 visitors. An additional 50,000 guests have been through the "*Real Pirates*" exhibition, which opened to the public on December 14<sup>th</sup>. Visitors have provided very positive feedback on the quality and content of the exhibition.

Through generous foundation support, the theater has gone through a rebranding and is now the **Daniel M Soref National Geographic Dome Theater and Planetarium**. New signage has been added to the building to reflect the changes. The partnership between MPM and National Geographic will provide not only outstanding educational content for the theater, but will also allow us to leverage the National Geographic brand and marketing capabilities to members in the region. The theater has been upgraded with a new digital 3D projection capability which opened to the public February 1st. This 3D projection on the dome provides visitors with a truly immersive experience.

Also through donor gifts, the museum has renovated the entrance from the Mac Square parking garage. Now visitors are welcomed with graphics from the past as well as flat screen monitors informing of what is happening that day at the museum.

## Milwaukee Public Museum

MPM had a successful Food and Froth event February 16<sup>th</sup>. The evening was sold out with over 2,000 people in attendance. Funds raised through this event support museum operations and augment the annual campaign.

Museum programs included the following highlights:

- The museum provided more than 500 educational programs to 29,000 students during the past ½ year. Included in this is the newly funded program *Learning Journeys* which is a joint partnership between MPM and MPS to provide planetary and earth science programming to every third grader in the MPS system. The programming is themed “Change over Time” and was developed in collaboration with MPS to provide students with specific learning objectives that meet the needs of MPS. As a precursor to the programming, the museum hosted 300 MPS 3rd grade teachers for all-day teacher development training on October 29th. The teachers were immersed in planetary and earth science during half the day and the other half of the day they were guided in how to use the museum’s exhibits to enhance their teaching.
- On Friday, January 25<sup>th</sup>, the first of two recruitment fairs for the NASA-funded CREATE (Creating Relevant Education in Astronomy Through Education) program took place. Kids from the Boys & Girls Clubs Greater Milwaukee came to the museum to get hands-on experience and learn about the program. Those kids who wish to be part of this program will fill out an application and write an essay. The museum will choose 20 students to participate in the year-long program that will culminate in them producing a planetary show.
- The exhibit department delivered the “Watson” exhibit to the County Court House. This exhibit traces the history of a 19<sup>th</sup> Century African American family in Milwaukee. The exhibit was on display during the month of February.
- The museum received a grant for \$10,000 from the Wisconsin Humanities Council to produce an exhibit on Arab and Muslim women’s clothing and the meanings of it. This exhibit will be produced in collaboration with the Arab and Muslim Women’s Research and Resource Center and several colleges and universities in Milwaukee.

### **Financial Results (unaudited)**

Attached are unaudited financial statements for the fiscal first half of 2013 (Sep 2012 – Feb 2013). After a 1<sup>st</sup> quarter loss of (\$788,000), MPM recorded a profit in the 2<sup>nd</sup> quarter of \$137,000 bringing the year-to-date loss to (\$651,000). This compares to a planned loss of (\$744,000).

Soft revenues from admissions, fundraising and the delay in the completion of the theater project have been offset by austerity measures to minimize expenses. While non-operating, investment gains of \$485,000 on Endowment asset holdings have added to the improved result.

Operating cash is low and further actions will be needed to offset shortfalls. The most significant financial risk the museum faces in the near term is the continuing cash drain

**Milwaukee Public Museum**

requirements to fund the Pension and Retiree Medical Obligations for former County Employees. The total obligation MPM is now facing is approximately \$16 million; \$10.2 million of which remains unfunded. In addition, cash required for needed capital repairs/improvements to the building envelope and its major electrical and mechanical systems is inadequate to meet the growing list of deferred maintenance projects. MPM continues to have discussions with County representatives on alternative solutions to address these issues. MPM anticipates recommendations will be brought to the County Board by the end of the second quarter in 2013. Until then, MPM management continues to take actions to increase revenues, minimize expenses and conserve cash.

MPM's increase in Notes Payable is a result of borrowings related to the new theater system being installed and seasonal borrowing on its line of credit. The theater debt is tied to a donor gift agreement which will fund the debt repayment over the next several years.

**Looking Forward**

We continue to work on our infrastructure and permanent exhibits to improve the museum-going experience for our visitors. The "Real Pirates" exhibition will run through May 27, 2013.

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**

<b>MPM Consolidated Statement of Activities for the Six Months Ended 2/28/13</b>					
	<b>YTD</b>	<b>YTD</b>		<b>Prior Year</b>	<b>Prior Year</b>
	<b>Actual</b>	<b>Budget</b>	<b>Dev</b>	<b>Actual</b>	<b>Change</b>
<b>Revenue:</b>					
Contributions and Membership	1,646,671	2,156,526	(509,855)	1,995,272	(348,601)
Special Event Revenue	532,934	516,934	16,000	546,608	(13,674)
Public Support	1,751,188	1,751,188	0	1,751,188	0
Admissions	1,041,944	1,466,642	(424,698)	1,650,785	(608,842)
Theatre/Planetarium	220,431	514,303	(293,872)	361,557	(141,126)
Programs	61,984	75,514	(13,531)	78,888	(16,904)
Contributed Services	14,470	0	14,470	0	14,470
Restaurant and Facility Rental	101,232	151,851	(50,619)	112,517	(11,285)
Retail	249,444	287,148	(37,704)	261,514	(12,070)
Other income	46,906	90,914	(44,008)	166,079	(119,173)
Net assets released from restrictions	575,455	657,370	(81,915)	617,124	(41,669)
Total Unrestricted Revenue	6,242,657	7,668,389	(1,425,732)	7,541,531	(1,298,874)
<b>Operating Expenses:</b>					
Curatorial	451,840	491,653	(39,813)	539,020	(87,180)
Exhibits	896,740	975,738	(78,997)	2,633,067	(1,736,327)
Special Events	215,171	227,024	(11,853)	240,250	(25,079)
Theatre/Planetarium	228,762	399,381	(170,619)	295,461	(66,699)
Programs	248,629	301,111	(52,482)	238,806	9,823
Contributed Services	0	0	0	0	0
Restaurant and Facility Rental	4,771	7,714	(2,943)	8,268	(3,497)
Retail	227,268	255,682	(28,414)	233,708	(6,439)
Fundraising	572,914	655,915	(83,001)	607,969	(35,055)
Administrative	1,396,640	1,442,739	(46,099)	1,527,622	(130,982)
Facilities	1,511,222	1,755,724	(244,502)	1,515,760	(4,538)
Interest	109,736	104,214	5,522	110,597	(861)
Marketing	257,796	312,712	(54,915)	271,363	(13,567)
Depreciation	617,636	664,564	(46,928)	635,937	(18,301)
Total Operating Expenses	6,739,126	7,594,170	(855,044)	8,857,827	(2,118,700)
Inc (dec) in unrestricted net assets before non operating items	(496,469)	74,219	(570,688)	(1,316,296)	819,826
<b>Non Operating Items:</b>					
Pension & Post Retirement Benefits Expense	(296,638)	(300,000)	3,362	(368,791)	72,153
Investment Earnings	197,189	0	197,189	156,460	40,729
Loss on interest rate swap liability	47,101	0	47,101	13,036	34,065
Total Non Operating Items	(52,348)	(300,000)	247,652	(199,295)	146,947
Inc (dec) in unrestricted net assets	(548,818)	(225,781)	(323,036)	(1,515,591)	966,774
<b>Changes in Temporarily Restricted Net Assets:</b>					
Contributions	164,000	139,000	25,000	291,624	(127,624)
Investment Earnings	301,613	0	301,613	269,083	32,530
Net assets released from restrictions for operations	(575,455)	(657,370)	81,915	(617,124)	41,669
Inc (dec) in temporarily restricted net assets	(109,842)	(518,370)	408,528	(56,417)	(53,425)
<b>Changes in Permanently Restricted Net Assets:</b>					
Contributions	0	0	0	3,500	(3,500)
Investment Earnings	7,646	0	7,646	6,560	1,086
Net assets released from restrictions for operations	0	0	0	0	0
Inc (dec) in permanently restricted net assets	7,646	0	7,646	10,060	(2,414)
<b>Inc (dec) in Net Assets</b>	(651,014)	(744,151)	93,137	(1,561,948)	910,935
<b>Total Net Assets at Beginning of Period</b>	9,149,638	9,149,638	0	12,674,712	(3,525,074)
<b>Total Net Assets at End of Period</b>	8,498,624	8,405,487	93,137	11,112,764	(2,614,139)

**Milwaukee Public Museum**

<b>MPM Consolidated Statement of Financial Position as of 2/28/13</b>					
	<b>Consolidated</b>	<b>Consolidated</b>		<b>Consolidated</b>	<b>Prior Year</b>
	<b><u>2/28/13</u></b>	<b><u>8/31/12</u></b>	<b><u>Change</u></b>	<b><u>2/28/12</u></b>	<b><u>Change</u></b>
<b>Assets:</b>					
Cash and cash equivalents	1,786,963	1,656,825	130,138	2,093,298	(306,335)
Investments	287,223	279,247	7,976	312,149	(24,926)
Accounts Receivable	75,295	66,150	9,145	46,005	29,290
Contributions Receivable - Current	647,135	1,017,450	(370,315)	467,918	179,217
Due From Other Entities	0	0	0	0	0
Inventories, net	41,902	23,411	18,491	55,427	(13,525)
Prepaid Expenses	302,760	247,781	54,979	490,047	(187,287)
<b>Total Current Assets</b>	<b>3,141,278</b>	<b>3,290,864</b>	<b>(149,586)</b>	<b>3,464,844</b>	<b>(323,566)</b>
<b>Other Assets:</b>					
Cash and investments held for endowment	6,743,637	6,462,411	281,226	7,187,267	(443,630)
Contributions Receivable - Long Term	2,228,893	2,228,893	0	946,907	1,281,986
Other Long Term Assets	0	0	0	0	0
<b>Total Other Assets</b>	<b>8,972,530</b>	<b>8,691,304</b>	<b>281,226</b>	<b>8,134,174</b>	<b>838,356</b>
<b>Property &amp; Equipment:</b>					
Construction in Progress	490,981	117,792	373,189	51,314	439,667
Building Additions	19,312,542	19,310,494	2,048	19,338,666	(26,124)
Furniture, equipment and other improvements	10,662,135	10,607,955	54,180	10,482,577	179,557
<b>Gross Property &amp; Equipment</b>	<b>30,465,657</b>	<b>30,036,241</b>	<b>429,416</b>	<b>29,872,557</b>	<b>593,100</b>
Less-Accumulated depreciation	(15,652,868)	(15,035,232)	(617,636)	(14,378,240)	(1,274,629)
<b>Net Property &amp; Equipment</b>	<b>14,812,789</b>	<b>15,001,009</b>	<b>(188,220)</b>	<b>15,494,317</b>	<b>(681,528)</b>
<b>Total Assets</b>	<b>26,926,597</b>	<b>26,983,177</b>	<b>(56,580)</b>	<b>27,093,335</b>	<b>(166,738)</b>
<b>Liabilities and Net Assets:</b>					
Accounts Payable	870,132	894,678	(24,546)	1,124,790	(254,658)
Accrued Payroll & Benefits	500,439	531,990	(31,551)	734,497	(234,058)
Deferred Revenue	1,190,686	1,216,539	(25,853)	1,076,522	114,165
Interest Payable	16,539	17,852	(1,313)	17,171	(633)
Accrued Postretirement Benefits - Current	118,166	118,166	0	102,548	15,618
Notes Payable - Current	262,000	262,000	0	262,000	0
Capital Leases - Current	0	0	0	0	0
<b>Total Current Liabilities</b>	<b>2,957,961</b>	<b>3,041,225</b>	<b>(83,264)</b>	<b>3,317,528</b>	<b>(359,567)</b>
Accrued Postretirement Benefits	10,268,569	10,162,770	105,799	7,927,065	2,341,504
Interest Rate Swap Liability	237,443	284,544	(47,101)	259,978	(22,536)
Due to Other Entities	0	0	0	0	0
Notes Payable	4,964,000	4,345,000	619,000	4,476,000	488,000
<b>Total Liabilities</b>	<b>18,427,973</b>	<b>17,833,539</b>	<b>594,434</b>	<b>15,980,571</b>	<b>2,447,402</b>
<b>Net Assets:</b>					
Unrestricted	(500,517)	48,301	(548,818)	3,593,300	(4,093,816)
Temporarily Restricted	5,161,617	5,271,459	(109,842)	3,690,179	1,471,438
Permanently Restricted	3,837,524	3,829,878	7,646	3,829,285	8,239
<b>Total Net Assets</b>	<b>8,498,624</b>	<b>9,149,638</b>	<b>(651,014)</b>	<b>11,112,764</b>	<b>(2,614,139)</b>
<b>Total Liabilities and Net Assets</b>	<b>26,926,597</b>	<b>26,983,177</b>	<b>(56,580)</b>	<b>27,093,335</b>	<b>(166,738)</b>

**COUNTY OF MILWAUKEE**  
INTER-OFFICE COMMUNICATION

**DATE:** March 25, 2013

**TO:** Supervisor Marina Dimitrijevic, County Board Chairman

**FROM:** Charles Wikenhauser, Zoo Director

**SUBJECT:** **APPROVAL TO EXECUTE A PROFESSIONAL SERVICE CONTRACT FOR A SHARED REVENUE PROGRAM PROVIDING CAMEL RIDES AND PHOTOS AT THE MILWAUKEE COUNTY ZOO**

ISSUE

The Milwaukee County Zoo requests approval to execute a professional services contract with Jo-Don Farms, Inc. for providing camel rides and photos at the Zoo, based on a three (3) year agreement with an option to renew for two (2) additional calendar years if mutually agreeable to the Parties. Jo-Don Farms, Inc. will provide Milwaukee County Zoo a revenue share of thirty percent (30%) of gross collected revenue.

BACKGROUND

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

The Milwaukee County Zoo solicited proposals for providing camel rides and photos at the Milwaukee County Zoo. Jo-Don Farms, Inc.'s proposal was determined to meet the needs by Zoo staff. Jo-Don Farms, Inc. currently provides their services at five (5) other Zoo's and Wildlife venues.

Jo-Don Farms, Inc. will provide the following to the Milwaukee County Zoo:

- ◆ Camel Rides initially priced at \$5.
- ◆ Camel Ride Photos initially priced at \$5.
- ◆ Trained Animal Staff, Camel, and related supplies.
- ◆ Services provided at a minimum from Memorial Day through Labor Day, with exceptions allowed for weather.

## RECOMMENDATION

It is recommended that following the review by Risk Management and Corporation Counsel, the Director of the Milwaukee County Zoo be authorized to execute a Professional Service Contract with Jo-Don Farms, Inc., for a period of three (3) years with one (1) option to renew for two (2) additional calendar years if mutually agreeable to the Parties. Jo-Don Farms, Inc. will provide Milwaukee County Zoo at least thirty percent (30%) of gross collected revenue after state sales taxes, for providing camel ride and photo services at the Milwaukee County Zoo.

## FISCAL NOTE

Due to the uncertainty of the economy and Wisconsin weather, the Milwaukee County Zoo is aggressively working to achieve its revenue budget. The Milwaukee County Zoo anticipates \$15,000 to \$30,000 annually in revenue from the camel ride and photo services.

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Charles Wikenhauser  
Zoo Director

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

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File No.

(Journal, )

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

**A RESOLUTION**

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

WHEREAS, Jo-Don Farms, Inc. will provide Milwaukee County Zoo at least thirty percent (30%) of gross collected revenue for providing camel ride and photo services at the Milwaukee County Zoo; and

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

BE IT RESOLVED, that the request for approval of the Professional Service Contract for providing camel ride and photo services at the Milwaukee County Zoo with Jo-Don Farms, Inc. be hereby granted; and

BE IT FURTHER RESOLVED, that following the review by Risk Management and Corporation Counsel, the Director of the Milwaukee County Zoo is hereby authorized and directed to execute on behalf of Milwaukee County a three (3) year contract with one (1) option to renew for two (2) additional calendar years if mutually agreeable to the Parties.

## MILWAUKEE COUNTY FISCAL NOTE FORM

**DATE:** 3/25/13

Original Fiscal Note

Substitute Fiscal Note

**SUBJECT:** Revenue Sharing Contract for Zoo Camel Ride & Photo Services

**FISCAL EFFECT:**

- |   |  |
|---|--|
| <input checked="" type="checkbox"/> No Direct County Fiscal Impact<br><input type="checkbox"/> Existing Staff Time Required<br><input type="checkbox"/> Increase Operating Expenditures<br>(If checked, check one of two boxes below)<br><input type="checkbox"/> Absorbed Within Agency's Budget<br><input type="checkbox"/> Not Absorbed Within Agency's Budget<br><input type="checkbox"/> Decrease Operating Expenditures<br><input type="checkbox"/> Increase Operating Revenues<br><input type="checkbox"/> Decrease Operating Revenues | <input type="checkbox"/> Increase Capital Expenditures<br><input type="checkbox"/> Decrease Capital Expenditures<br><input type="checkbox"/> Increase Capital Revenues<br><input type="checkbox"/> Decrease Capital Revenues<br><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
<b>Operating Budget</b>	Expenditure	0	0
	Revenue	0	0
	Net Cost	0	0
<b>Capital Improvement Budget</b>	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. <sup>1</sup> If annualized or subsequent year fiscal impacts are substantially different from current year impacts, then those shall be stated as well. In addition, cite any one-time costs associated with the action, the source of any new or additional revenues (e.g. State, Federal, user fee or private donation), the use of contingent funds, and/or the use of budgeted appropriations due to surpluses or change in purpose required to fund the requested action.
- C. Discuss the budgetary impacts associated with the proposed action in the current year. A statement that sufficient funds are budgeted should be justified with information regarding the amount of budgeted appropriations in the relevant account and whether that amount is sufficient to offset the cost of the requested action. If relevant, discussion of budgetary impacts in subsequent years also shall be discussed. Subsequent year fiscal impacts shall be noted for the entire period in which the requested or proposed action would be implemented when it is reasonable to do so (i.e. a five-year lease agreement shall specify the costs/savings for each of the five years in question). Otherwise, impacts associated with the existing and subsequent budget years should be cited.
- D. Describe any assumptions or interpretations that were utilized to provide the information on this form.
  - A. The Milwaukee County Zoo requests approval to execute a professional services contract with Jo-Don Farms Inc. for camel ride and photo services at the Zoo.
  - B. Jo-Don Farms Inc. will pay Milwaukee County Zoo thirty percent (30%) of gross collected revenue after state sales taxes for providing camel ride and photo services at the Zoo. The Zoo anticipates \$15,000 to \$30,000 annually in revenue from this contract.
  - C. Due to the uncertainty of the economy and Wisconsin weather, the Zoo is aggressively working to achieve its revenue budget. This revenue sharing contract will help to achieve this goal.

Department/Prepared By Milwaukee County Zoo, Sue Rand

Authorized Signature \_\_\_\_\_

Did DAS-Fiscal Staff Review?  Yes  No

Did CDBP Review?<sup>2</sup>  Yes  No  Not Required

<sup>1</sup> 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.

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

# MILWAUKEE COUNTY ZOO

## 2013-15 CAMEL RIDE & PHOTO AGREEMENT

Between

MILWAUKEE COUNTY ZOO

and

Jo-Don Farms, Inc.

### I. Grant and Acceptance of Concession

- A. The Milwaukee County Zoo (hereinafter “Zoo” or “County”) hereby grants to Jo-Don Farms, Inc. (hereinafter “Contractor” or “Vendor”) a concession for the operation of a camel ride at the Zoo pursuant to the terms and conditions of this Agreement.
- B. The Zoo hereby grants to Contractor a concession to photograph animal ride customers pursuant to the terms and conditions of this Agreement. This concession does not prohibit the Zoo customers from taking their own photographs.

### II. Contractor Responsibility

- A. Contractor shall provide for operation of a high-profile camel ride. The ride will begin operating, as weather permits, after May 1 each year. The Zoo and Contractor shall mutually agree upon hours of operation. Deviations from the agreed upon schedule will be by mutual agreement considering humane animal management, weather, and crowd conditions and a decision will be made by 12:00 noon of the day in question whether Contractor will provide rides on a particular day. These situations can best be handled by prompt communications between the parties.

The contact number for the Zoo shall be 414-771-3040 and ask for Visitor Services. The contact number for Contractor shall be 262-835-2777 and ask for Bob Meyer. In an emergency, Bob Meyer may be reached on his cell phone at 262-308-2224.

- B. Contractor shall be responsible for maintenance and ride operation including animal handling, loading, and unloading of riders.
- C. Contractor shall specifically perform all of the tasks and achieve the objectives set forth in its proposal, which is incorporated herein by reference. In the event of any conflict between the terms and provisions of the proposal and the terms and provisions of this Agreement, the terms and provisions of this Agreement shall govern, control and prevail.
- D. Contractor shall be responsible for the sales of tickets. Consecutively numbered tickets must be obtained from the Zoo Cash Room at the beginning of each operating day and returned with the end of day proceeds for counting by Zoo personnel. Along with the tickets and cash, appropriate documentation summarizing the daily activity should be provided to Zoo personnel. Tickets must be issued for all Zoo rides and photographs. As tickets are redeemed for rides and photographs, they should be torn in half. Torn

tickets must then be placed in the sealed ticket box. The Zoo reserves the right to audit and modify the ticket-selling process. Contractor shall be held accountable for all tickets received. Contractor will designate and inform Zoo as to who can receive Contractor's portion of the proceeds from the Zoo. Contractor's designee can obtain these proceeds at least each Tuesday for activity that occurred during the previous seven days. Any changes to these procedures may be made by the written consent of both parties.

- E. Contractor shall be responsible for maintaining the track and containment areas in an orderly and presentable appearance. In addition, Contractor shall be responsible for any renovations to the mutually agreed upon holding area. Contractor shall deposit all trash and waste in receptacles provided by the Zoo. Contractor will leave the ride and animal housing in a neat and orderly condition.
- F. Contractor agrees that the ride will be managed by a Contractor employee acceptable to the County who shall hire and supervise any additional personnel for the efficient and safe operation of the ride throughout the term of this contract. All ride personnel shall be employees of Contractor and not of the Zoo. Contractor and its personnel shall be responsible for the safety of all ride patrons.
- G. Contractor shall make and retain detailed records and books of account reflecting its operation at the Zoo. Such books and records shall be subject to inspection by the Zoo and/or an authorized representative of the County Auditor. These records shall be retained for a period of three years. At mid-term and season's end, Contractor shall submit to the Zoo or its designee a financial report detailing its activities at the Zoo.
- H. Contractor shall be solely responsible for the health and well-being of the animals, and shall comply with all relevant regulations regarding animal care.
- I. Contractor shall contract locally for the normal veterinary care of its animals and provide the name of the contracted veterinarian to Zoo staff prior to the commencement of ride operations.
- J. Contractor shall provide appropriate and valid health certificates stating that animals used in conjunction with the commencement of operations are free from tuberculosis (TB) and/or other infectious diseases relative to interstate transportation regulations. Contractor shall also supply to the Zoo prior to the start of the quarantine period results of fecal parasite tests, CBC, serum chemistry tests, and rectal swabs for culture for salmonella swab tests of said animals. Animals positive for parasites will be treated with an appropriate antiparasitic drug prior to arrival at the Zoo and at appropriate intervals while at the Zoo. The Zoo reserves the right to decline acceptance of said animals based on the test results. The Zoo, in its sole discretion, reserves the right to retest any animals brought on the Zoo site as deemed necessary for health purposes at no additional cost to Contractor.

- K. Contractor shall be responsible for all costs for animal food.
- L. Contractor shall make available for public viewing daily animal grooming activities for the purpose of public education and enjoyment.
- M. Contractor shall provide a camera and film or electronic media necessary to photograph animal ride customers.
- N. Contractor shall be responsible for photographing animal ride customers.
- O. Contractor agrees to the fullest extent permitted by law, to indemnify, defend and hold harmless the County, its agents, officers and employees, from and against all liability. Including, but not limited to, costs and attorney's fees, all claims, and causes of actions by reason of liability for damages including suits at law or in equity, caused by any wrongful, intentional, or negligent act or omission of Contractor, or its (their) agents which may arise out of or are connected with any of the activities covered by this Contract.
- P. Vendor understands and agrees that financial responsibility for claims or damages to any person, or to Vendor's employees and agents, shall rest with the Vendor. The Vendor may effect and maintain any insurance coverage, including, but not limited to, Worker's Compensation, Employers Liability and General Contractual, Professional and Automobile Liability, to support such financial obligations. The indemnification obligation, however, shall not be reduced in any way by existence or non-existence, limitation, amount or type of damages, compensation or benefits payable under Worker's Compensation laws or other insurance provisions.
- Q. The Vendor shall provide evidence of the following coverages and minimum amounts:

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

Automobile Liability

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

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

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

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

- R. Contractor shall comply with all state, federal, and local laws, ordinances, rules and regulations applicable to the Zoo.
- S. Contractor staff must comply with Zoo approved dress code.
- T. Contractor personnel will not drive personal vehicles onto Zoo walkways during the Zoo's open hours.
- U. Contractor is responsible for any and all required permits or fees.
- V. Contractor shall obtain written approval from County for any Subcontractors and/or associates performing Contractor's obligations. There must be a written contractual agreement between Contractor and a County approved subcontractor and/or associate which binds the subcontractor to the same indemnification and audit contract terms and conditions as those between County and Contractor.
- W. Nothing contained in this agreement shall constitute or be construed to create a partnership or joint venture between the Zoo or its successors or assigns and contractor or its successors or assigns. In entering into contract, and in acting compliance herewith, contractor is at all times acting and performing as an independent contractor, duly authorized to perform the acts required of it here under.

- X. The CONTRACTOR, during the period of this Agreement shall not hire, retain or utilize for compensation any member, officer or employee of the COUNTY or any person who, to their knowledge of the CONTRACTOR, has a conflict of interest.
- Y. The CONTRACTOR agrees to be bound by MILWAUKEE COUNTY'S CODE OF ETHICS which states in relevant part: No person may offer to give to any County officer or employee or his immediate family, and no County officer or employee or his immediate family may solicit or receive, anything of value pursuant to an understanding that such officers or employees vote, official actions or judgement would be influenced thereby.
- Z. Contractor is responsible for Wisconsin Sales Tax on their seventy percent (70%) share of gross collected revenue and the Milwaukee County Zoo is responsible for Wisconsin State Sales Tax on the remaining thirty percent (30%) of gross collected revenue.

### III. Milwaukee County Zoo's Responsibility

- A. The Zoo shall provide at no cost to Contractor electrical service, water, and waste pick-up throughout the term of this Agreement.
- B. The Zoo shall provide an area for the ride on the southwest side of Family Farm near the Pachyderm and Giraffe Exhibits.
- C. The Zoo shall provide Contractor and its employees with reasonable access to the ride site including free parking for business purposes.
- D. The Zoo shall provide, as mutually determined, appropriate graphics, signage, advertising, and public relations support to Contractor at no cost.
- E. The Zoo may provide emergency animal care upon Contractor request at a rate of \$150.00 (one hundred and fifty dollars) per hour plus the cost of medication and supplies, with the understanding that Contractor waves any claim for damages against the Zoo or its employees resulting from any such treatment.
- F. The Zoo shall provide two (2) sets of consecutively marked tickets for rides and photographs or a Point of Sale (POS) register with a ticket printer.
- G. The Zoo shall provide Contractor at least 72 hours written notice for each after hour rental event on the Zoo grounds for which the animal ride is requested.

### IV. Pricing

The price of the rides provided by Contractor under this agreement shall be \$5.00 per ride. Price changes may only be made by mutual agreement in writing and signed by both parties. Contractor may make photographs available to riders at a cost of \$5.00 per picture.

V. Compensation

- A. Zoo will be provided thirty percent (30%) of gross collected revenue from tickets sold or used. An additional thirty percent (30%) of ticket revenue will be provided to the Zoo and applied to any outstanding debt owed by Contractor to the Zoo. When the debt is eliminated the additional thirty percent (30%) fee shall be discontinued. Contractor shall receive the balance as its portion of the proceeds for services under this agreement, from the Zoo Accounting Manager or designee; Zoo shall supply Jo-Don with a written calculation of proceeds earned.
- B. Contractor shall receive Three Hundred Dollars (\$300.00) for each after hour rental event. Rentals shall be for a maximum of three hours or until dusk, whichever comes first. If an after hours rental is canceled for any reason other than inclement weather within seventy-two (72) hours of the scheduled date of the event, a cancellation fee of One Hundred and Fifty Dollars (\$150.00) will be charged to the Zoo.
- C. Contractor shall communicate regarding rentals via email with Sue Rand at sue.rand@milwcnty.com and/or Renee Klatt at renee.klatt.@milwcnty.com. See Section V. B. for payment agreements.
- D. In the event of early termination, any revenue proceeds up to the termination date will be divided as provided in the Compensation Section V., Paragraph A.
- E. Subject of Quarantine.

If the Zoo is required to quarantine any of Contractor's animal(s) operated under this agreement, the Zoo shall compensate Contractor at a rate of \$30 per day per animal.

VI. Term

The Agreement shall become effective upon execution by the parties including all necessary County agencies and shall remain in effect until December 31, 2015 except that each party reserves the right to terminate this Agreement, with or without cause, upon thirty (30) days written notice to the other party. The term can be extended for two years upon a written agreement of the parties signed by their representatives.

VII. Assignment

Contractor shall neither assign nor transfer any rights or obligations under this Agreement without the prior written consent of the County or its designee.

VIII. Amendments & Enforcement

This Agreement shall be interpreted and enforced under the laws and jurisdiction of the State of Wisconsin. This Agreement constitutes the entire understanding between the parties and is not subject to amendment unless agreed upon in writing by both parties hereto. Vendor

acknowledges and agrees that it will perform its obligations hereunder in compliance with all applicable state, local or federal law, rules and regulations and orders.

IX. Non-Discrimination

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

Employment, upgrading, demotion or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeships. Contractor will post in conspicuous places, available for employees and applicants for employment, notices to be provided by the County, setting forth the provisions of the nondiscriminatory clause.

Contractor agrees to implement the principles of equal employment opportunities through and effective Affirmative Action program. The program shall have as its objective to increase the utilization of women, minorities and handicapped persons, and other protected groups, at all levels of employment in all divisions of the Contractors work force, where these groups may have been previously under-utilized and under-represented. Contractor also agrees that in event of any dispute as to compliance with a fore stated requirements; it shall be its responsibility to show that it has met all such requirements.

When a violation of the nondiscrimination, equal opportunity or Affirmative Action provision of this section has determined by the County, Contractor shall immediately be informed of the violation and directed to take all actions necessary to halt the violation, as well as such action as may be necessary to correct, if possible, any injustice to any persons adversely affected by the violation, and immediately take steps to prevent further violations.

If, after notice of a violation to Contractor, further violations of this section are committed during the term of the Agreement, County may terminate the agreement without liability for the uncompleted portion or any materials or services purchases or paid by the Contractor to complete the Agreement, but in either event, Contractor shall ineligible to bid on any future agreement let by the County.

X. Notices

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

To Vendor:  
Jo-Don Farms, Inc  
Attn.: Bob Meyer  
P.O. Box 331  
Franksville, WI 53126  
262-835-2777  
Fax: 262-835-2731

To County:  
Milwaukee County Zoo  
Attn.: Charles Wikenhauser  
10001 W. Bluemound Rd.  
Milwaukee, WI 53226  
414-771-3040  
Fax: 414-256-5410

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

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

WITNESS:

MILWAUKEE COUNTY

\_\_\_\_\_

By \_\_\_\_\_

\_\_\_\_\_

Date

\_\_\_\_\_

Date

MILWAUKEE COUNTY ZOO

By \_\_\_\_\_  
Deputy Zoo Director/ Animal Mgt. & Health

\_\_\_\_\_

Date

WITNESS:

CONTRACTOR

\_\_\_\_\_

By \_\_\_\_\_

\_\_\_\_\_

Date

\_\_\_\_\_

Date

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

Reviewed by County's Risk Manager

By \_\_\_\_\_

By \_\_\_\_\_

\_\_\_\_\_

Date

\_\_\_\_\_

Date

**COUNTY OF MILWAUKEE**  
INTER-OFFICE COMMUNICATION

**DATE:** March 25, 2013

**TO:** Supervisor Marina Dimitrijevic, County Board Chairman

**FROM:** Charles Wikenhauser, Zoo Director

**SUBJECT:** **APPROVAL TO EXECUTE A PROFESSIONAL SERVICE CONTRACT FOR A SHARED REVENUE PROGRAM PROVIDING PONY RIDES AND PHOTOS AT THE MILWAUKEE COUNTY ZOO**

ISSUE

The Milwaukee County Zoo requests approval to execute a professional services contract with Jo-Don Farms, Inc. for providing pony rides and photos at the Zoo, based on a three (3) year agreement with an option to renew for two (2) additional calendar years if mutually agreeable to the Parties. Jo-Don Farms, Inc. will provide Milwaukee County Zoo a revenue share of thirty percent (30%) of gross collected revenue.

BACKGROUND

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

The Milwaukee County Zoo solicited proposals for providing pony rides and photos at the Milwaukee County Zoo. Jo-Don Farms, Inc.'s proposal was determined to meet the needs by Zoo staff. Jo-Don Farms, Inc. currently provides their services at three (3) other Zoos and Wildlife venues.

Jo-Don Farms, Inc. will provide the following to the Milwaukee County Zoo:

- ◆ Pony Rides initially priced at \$5.
- ◆ Pony Ride Photos initially priced at \$5.
- ◆ Trained Animal Staff, ponies, and related supplies.
- ◆ Services provided at a minimum from Memorial Day through Labor Day, with exceptions allowed for weather.

## RECOMMENDATION

It is recommended that following the review by Risk Management and Corporation Counsel, the Director of the Milwaukee County Zoo be authorized to execute a Professional Service Contract with Jo-Don Farms, Inc., for a period of three (3) years with one (1) option to renew for two (2) additional calendar years if mutually agreeable to the Parties. Jo-Don Farms, Inc. will provide Milwaukee County Zoo at least thirty percent (30%) of gross collected revenue, for providing pony ride and photo services at the Milwaukee County Zoo.

## FISCAL NOTE

Due to the uncertainty of the economy and Wisconsin weather, the Milwaukee County Zoo is aggressively working to achieve its revenue budget. The Milwaukee County Zoo anticipates \$25,000 to \$40,000 annually in revenue from the pony ride and photo services.

---

Charles Wikenhauser  
Zoo Director

c: Chris Abele, County Executive  
Amber Moreen, Chief of Staff, County Executive's Office  
Raisa Koltun, Director of Legislative Affairs, County Executive's Office  
Supervisor Gerry Broderick, Chairman, Parks, Energy, and Environment  
Committee  
Steve Cady, Fiscal & Budget Analyst, County Board  
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File No.

(Journal, )

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

**A RESOLUTION**

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

WHEREAS, Jo-Don Farms, Inc. will provide Milwaukee County Zoo at least thirty percent (30%) of gross collected revenue, for providing pony ride and photo services at the Milwaukee County Zoo; and

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

BE IT RESOLVED, that the request for approval of the Professional Service Contract for providing pony ride and photo services at the Milwaukee County Zoo with Jo-Don Farms, Inc. be hereby granted; and

BE IT FURTHER RESOLVED, that following the review by Risk Management and Corporation Counsel, the Director of the Milwaukee County Zoo is hereby authorized and directed to execute on behalf of Milwaukee County a three (3) year contract with one (1) option to renew for two (2) additional calendar years if mutually agreeable to the Parties.

**MILWAUKEE COUNTY FISCAL NOTE FORM**

**DATE:** 3/25/13

Original Fiscal Note

Substitute Fiscal Note

**SUBJECT:** Revenue Sharing Contract for Zoo Pony Ride & Photo Services

**FISCAL EFFECT:**

- |  |  |
|--|--|
| <input checked="" type="checkbox"/> No Direct County Fiscal Impact                                     | <input type="checkbox"/> Increase Capital Expenditures |
| <input type="checkbox"/> Existing Staff Time Required  | <input type="checkbox"/> Decrease Capital Expenditures |
| <input type="checkbox"/> Increase Operating Expenditures<br>(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.*

	<b>Expenditure or Revenue Category</b>	<b>Current Year</b>	<b>Subsequent Year</b>
<b>Operating Budget</b>	Expenditure	0	0
	Revenue	0	0
	Net Cost	0	0
<b>Capital Improvement Budget</b>	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. <sup>1</sup> If annualized or subsequent year fiscal impacts are substantially different from current year impacts, then those shall be stated as well. In addition, cite any one-time costs associated with the action, the source of any new or additional revenues (e.g. State, Federal, user fee or private donation), the use of contingent funds, and/or the use of budgeted appropriations due to surpluses or change in purpose required to fund the requested action.
- C. Discuss the budgetary impacts associated with the proposed action in the current year. A statement that sufficient funds are budgeted should be justified with information regarding the amount of budgeted appropriations in the relevant account and whether that amount is sufficient to offset the cost of the requested action. If relevant, discussion of budgetary impacts in subsequent years also shall be discussed. Subsequent year fiscal impacts shall be noted for the entire period in which the requested or proposed action would be implemented when it is reasonable to do so (i.e. a five-year lease agreement shall specify the costs/savings for each of the five years in question). Otherwise, impacts associated with the existing and subsequent budget years should be cited.
- D. Describe any assumptions or interpretations that were utilized to provide the information on this form.
  - A. The Milwaukee County Zoo requests approval to execute a professional services contract with Jo-Don Farms Inc. for pony ride and photo services at the Zoo.
  - B. Jo-Don Farms Inc. will pay Milwaukee County Zoo thirty percent (30%) of gross collected revenue after state sales taxes for providing pony ride and photo services at the Zoo. The Zoo anticipates \$25,000 to \$40,000 annually in revenue from this contract.
  - C. Due to the uncertainty of the economy and Wisconsin weather, the Zoo is aggressively working to achieve its revenue budget. This revenue sharing contract will help to achieve this goal.

Department/Prepared By Milwaukee County Zoo, Sue Rand

Authorized Signature \_\_\_\_\_

Did DAS-Fiscal Staff Review?  Yes  No

Did CDBP Review?<sup>2</sup>  Yes  No  Not Required

<sup>1</sup> 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.

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

# MILWAUKEE COUNTY ZOO

## 2013-15 PONY RIDE & PHOTO AGREEMENT

between

MILWAUKEE COUNTY ZOO

and

Jo-Don Farms, Inc.

### I. Grant and Acceptance of Concession

- A. The Milwaukee County Zoo (hereinafter "Zoo" or "County") hereby grants to Jo-Don Farms, Inc. (hereinafter "Contractor" or "Vendor") a concession for the operation of a high profile animal ride at the Zoo pursuant to the terms and conditions of this Agreement.
- B. The Zoo hereby grants to Contractor a concession to photograph animal ride customers pursuant to the terms and conditions of this Agreement. This concession does not prohibit the Zoo customers from taking their own photographs.

### II. Contractor Responsibility

- A. Contractor shall provide for operation of a high-profile animal ride consisting of at least six ponies. The ride will begin operating, as weather permits, in March of each year. The Zoo and Contractor shall mutually agree upon hours of operation. Deviations from the agreed upon schedule will be by mutual agreement considering humane animal management, weather, and crowd conditions and a decision will be made by 12:00 noon of the day in question whether Contractor will provide rides on a particular day. These situations can best be handled by prompt communications between the parties.

The contact number for the Zoo shall be 414-771-3040 and ask for Visitor Services. The contact number for Contractor shall be 262-835-2777 and ask for Bob Meyer. In an emergency, Bob Meyer may be reached on his cell phone at 262-308-2224.

- B. Contractor shall be responsible for maintenance and ride operation including animal handling, loading, and unloading of riders.
- C. Contractor shall specifically perform all of the tasks and achieve the objectives set forth in its proposal, which is incorporated herein by reference. In the event of any conflict between the terms and provisions of the proposal and the terms and provisions of this Agreement, the terms and provisions of this Agreement shall govern, control and prevail.

- D. Contractor shall be responsible for the sales of tickets
- E. Consecutively numbered tickets must be obtained from the Zoo Cash Room at the beginning of each operating day and returned with the end of day proceeds for counting by Zoo personnel. Along with the tickets and cash, appropriate documentation summarizing the daily activity should be provided to Zoo personnel. Tickets must be issued for all Zoo rides and photographs.

As tickets are redeemed for rides and photographs, they should be torn in half. Torn tickets must then be placed in the sealed ticket box. The Zoo reserves the right to audit and modify the ticket-selling process. Contractor shall be held accountable for all tickets received. Contractor will designate and inform Zoo as to who can receive Contractor's portion of the proceeds from the Zoo. Contractor's designee can obtain these proceeds at least each Tuesday for activity that occurred during the previous seven days. Any changes to these procedures may be made by the written consent of both parties.

- F. Contractor shall be responsible for maintaining the track and containment areas in an orderly and presentable appearance. In addition, Contractor shall be responsible for any renovations to the mutually agreed upon holding area. Contractor shall deposit all trash and waste in receptacles provided by the Zoo. Contractor will leave the ride and animal housing in a neat and orderly condition.
- G. Contractor agrees that the ride will be managed by a Contractor employee acceptable to the County who shall hire and supervise any additional personnel for the efficient and safe operation of the ride throughout the term of this contract. All ride personnel shall be employees of Contractor and not of the Zoo. Contractor and its personnel shall be responsible for the safety of all ride patrons.
- H. Contractor shall make and retain detailed records and books of account reflecting its operation at the Zoo. Such books and records shall be subject to inspection by the Zoo and/or an authorized representative of the County Auditor. These records shall be retained for a period of three years. At mid-term and season's end, Contractor shall submit to the Zoo or its designee a financial report detailing its activities at the Zoo.
- I. Contractor shall be solely responsible for the health and well-being of the animals, and shall comply with all relevant regulations regarding animal care.
- J. Contractor shall contract locally for the normal veterinary care of its animals and provide the name of the contracted veterinarian to Zoo staff prior to the commencement of ride operations.

- K. Contractor shall provide appropriate and valid health certificates stating that animals used in conjunction with ride operations are free from tuberculosis (TB) and/or other infectious diseases relative to interstate transportation regulations. Contractor shall supply to the Zoo prior to the start of the quarantine period results of fecal parasite tests, CBC, serum chemistry tests, and rectal swabs for culture for salmonella swab tests, taken within thirty days prior to arrival at the Zoo. Proof of a negative Coggins test must be taken within the calendar year. Animals positive for parasites will be treated with an appropriate antiparasitic drug prior to arrival at the Zoo and at appropriate intervals while at the Zoo. The Zoo reserves the right to decline acceptance of said animals based on the test results. The Zoo, in its sole discretion, reserves the right to retest any animals brought on the Zoo site as deemed necessary for health purposes at no additional cost to Contractor.
- L. Contractor shall be responsible for all costs for animal food.
- M. Contractor shall make available for public viewing daily animal grooming activities for the purpose of public education and enjoyment.
- N. Contractor shall provide a camera and film or electronic media necessary to photograph animal ride customers.
- O. Contractor shall be responsible for photographing animal ride customers.
- P. Contractor agrees to the fullest extent permitted by law, to **indemnify**, defend and hold harmless the County, its agents, officers and employees, from and against all liability. Including, but not limited to, costs and attorney's fees, all claims, and causes of actions by reason of liability for damages including suits at law or in equity, caused by any wrongful, intentional, or negligent act or omission of Contractor, or its (their) agents which may arise out of or are connected with any of the activities covered by this Contract.
- Q. Vendor understands and agrees that financial responsibility for claims or damages to any person, or to Vendor's employees and agents, shall rest with the Vendor. The Vendor may effect and maintain any insurance coverage, including, but not limited to, Worker's Compensation, Employers Liability and General Contractual, Professional and Automobile Liability, to support such financial obligations. The indemnification obligation, however, shall not be reduced in any way by existence or non-existence, limitation, amount or type of damages, compensation or benefits payable under Worker's Compensation laws or other insurance provisions.

Contractor shall provide evidence of the following coverages and minimum amounts.

<u><b>Type of Coverage</b></u>	<u><b>Minimum Limits</b></u>
Wisconsin Worker's Compensation	Statutory (with waiver of subrogation)
Employer's Liability	\$100,000/\$500,000/\$100,000
Commercial/Comprehensive 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,
Professional Liability	\$1,000,000 Per Occurrence \$1,000,000 Aggregate
Automobile Liability Bodily Injury & Property Damage All Autos-Owned, non-owned and/or hired Uninsured Motorists	\$1,000,000 Per Accident Per Wisconsin Requirements

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

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

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

- R. Contractor shall comply with all state, federal, and local laws, ordinances, rules and regulations applicable to the Zoo.
- S. Contractor staff must comply with Zoo approved dress code.

- T. Contractor personnel will not drive personal vehicles onto Zoo walkways during the Zoo's open hours.
- U. Contractor is responsible for any and all required permits or fees.
- V. Contractor shall obtain written approval from County for any Subcontractors and/or associates performing Contractor's obligations. There must be a written contractual agreement between Contractor and a County approved subcontractor and/or associate which binds the subcontractor to the same indemnification and audit contract terms and conditions as those between County and Contractor.
- W. Nothing contained in this agreement shall constitute or be construed to create a partnership or joint venture between the Zoo or its successors or assigns and Contractor or its successors or assigns. In entering into contract, and in acting compliance herewith, Contractor is at all times acting and performing as an independent contractor, duly authorized to perform the acts required of it here under.
- X. The CONTRACTOR, during the period of this Agreement shall not hire, retain or utilize for compensation any member, officer or employee of the COUNTY or any person who, to their knowledge of the CONTRACTOR, has a conflict of interest.
- Y. The CONTRACTOR agrees to be bound by MILWAUKEE COUNTY'S CODE OF ETHICS which states in relevant part: No person may offer to give to any County officer or employee or his immediate family, and no County officer or employee or his immediate family may solicit or receive, anything of value pursuant to an understanding that such officers or employees vote, official actions or judgement would be influenced thereby.
- Z. Contractor is responsible for Wisconsin Sales Tax on their seventy percent (70%) share of gross collected revenue and the Milwaukee County Zoo is responsible for Wisconsin State Sales Tax on the remaining thirty percent (30%) of gross collected revenue.

### III. Zoo's Responsibility

- A. The Zoo shall provide at no cost to Contractor electrical service, water, and waste pick-up throughout the term of this Agreement.
- B. The Zoo shall provide an area for the ride on the northeast side of the Lakeview Concession Stand.
- C. The Zoo shall provide Contractor and its employees with reasonable access to the ride site including free parking for business purposes.

- D. The Zoo shall provide, as mutually determined, appropriate graphics, signage, advertising, and public relations support to Contractor at no cost.
- E. The Zoo may provide emergency animal care upon Contractor request at a rate of \$150.00 (one hundred and fifty dollars) per hour plus the cost of medication and supplies, with the understanding that Contractor waves any claim for damages against the Zoo or its employees resulting from any such treatment.
- F. The Zoo shall provide two (2) sets of consecutively marked tickets for rides and photographs or a Point of Sale (POS) register with a ticket printer.
- G. The Zoo shall provide Contractor assistance with change and cash counting services.
- H. The Zoo shall provide Contractor at least 72 hours written notice for each after hour rental event on the Zoo grounds for which the animal ride is requested.

#### IV. Pricing

The price of the rides provided by Contractor under this agreement shall be \$5.00 per ride. Price changes may only be made by mutual agreement in writing and signed by both parties. Contractor may make photographs available to riders at a cost of \$5.00 per picture.

#### V. Compensation

- A. Zoo will be provided thirty percent (30%) of gross collected revenue from tickets sold or used. An additional thirty percent (30%) of ticket revenue will be provided to the Zoo and applied to any outstanding debt owed by Contractor to the Zoo. When the debt is eliminated the additional thirty percent (30%) fee shall be discontinued. Contractor shall receive the balance as its portion of the proceeds for services under this agreement, from the Zoo Accounting Manager or designee; Zoo shall supply Contractor with a written calculation of proceeds earned.
- B. Contractor shall receive Three Hundred Dollars (\$300.00) for each after hour rental event. Rentals shall be for a maximum of three hours or until dusk, which ever comes first. If an after hours rental is canceled for any reason other than inclement weather within seventy-two (72) hours of the scheduled date of the event, a cancellation fee of One Hundred and Fifty Dollars (\$150.00) will be charged to the Zoo.
- C. Contractor shall communicate regarding rentals via email with Sue Rand at [sue.rand@milwcnty.com](mailto:sue.rand@milwcnty.com) and/or Renee Klatt at [renee.klatt@milwcnty.com](mailto:renee.klatt@milwcnty.com). See Section V. B. for payment agreements.

D. In the event of early termination, any revenue proceeds up to the termination date will be divided as provided in the Compensation Section V., Paragraph A.

E. Subject of Quarantine.

If the Zoo is required to quarantine any of Contractor animal(s) operated under this agreement, the Zoo shall compensate Contractor at a rate of \$15 per day per animal.

VI. Term

The Agreement shall become effective upon execution by the parties including all necessary County agencies and shall remain in effect until December 31, 2015 except that each party reserves the right to terminate this Agreement, with or without cause, upon thirty (30) days written notice to the other party. The term can be extended for up to two years upon a written agreement of the parties signed by their representatives.

VII. Assignment

Contractor shall neither assign nor transfer any rights or obligations under this Agreement without the prior written consent of the County or its designee.

VIII. Amendments & Enforcement

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

IX. Non-Discrimination

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

Employment, upgrading, demotion or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeships. Contractor will post in conspicuous places, available for employees and applicants for employment, notices to be provided by the County, setting forth the provisions of the nondiscriminatory clause.

Contractor agrees to implement the principles of equal employment opportunities through and effective Affirmative Action program. The program shall have as its

objective to increase the utilization of women, minorities and handicapped persons, and other protected groups, at all levels of employment in all divisions of the Contractor work force, where these groups may have been previously under-utilized and under-represented. Contractor also agrees that in event of any dispute as to compliance with aforesaid requirements; it shall be its responsibility to show that it has met all such requirements.

When a violation of the nondiscrimination, equal opportunity or Affirmative Action provision of this section has determined by the County, Contractor shall immediately be informed of the violation and directed to take all actions necessary to halt the violation, as well as such action as may be necessary to correct, if possible, any injustice to any persons adversely affected by the violation, and immediately take steps to prevent further violations.

If, after notice of a violation to Contractor, further violations of this section are committed during the term of the Agreement, County may terminate the agreement without liability for the uncompleted portion or any materials or services purchases or paid by the Contractor to complete the Agreement, but in either event, Contractor shall ineligible to bid on any future agreement let by the County.

X. Notices

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

To Vendor:  
Jo-Don Farms, Inc  
Attn.: Bob Meyer  
P.O. Box 331  
Franksville, WI 53126  
262-835-2777  
Fax: 262-835-2731

To County:  
Milwaukee County Zoo  
Attn.: Charles Wikenhauser  
10001 W. Bluemound Rd.  
Milwaukee, WI 53226  
414-771-3040  
Fax: 414-256-5410

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

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

WITNESS:

MILWAUKEE COUNTY

\_\_\_\_\_

By\_\_\_\_\_

\_\_\_\_\_

Date

\_\_\_\_\_

Date

MILWAUKEE COUNTY ZOO

By \_\_\_\_\_  
Deputy Zoo Director/ Animal Mgt. & Health

\_\_\_\_\_

Date

WITNESS:

CONTRACTOR

\_\_\_\_\_

By\_\_\_\_\_

\_\_\_\_\_

Date

\_\_\_\_\_

Date

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

Reviewed by County's Risk Manager

By\_\_\_\_\_

By\_\_\_\_\_

\_\_\_\_\_

Date

\_\_\_\_\_

Date

**COUNTY OF MILWAUKEE**  
INTER-OFFICE COMMUNICATION

**DATE:** March 25, 2013

**TO:** Supervisor Marina Dimitrijevic, County Board Chairman

**FROM:** Charles Wikenhauser, Zoo Director

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

ISSUE

The Milwaukee County Zoo requests approval to execute a professional services contract with ScooterBug, Inc. for providing mobility equipment rentals at the Zoo, based on a three (3) year agreement with two (2) options to renew for one (1) additional calendar year if mutually agreeable to the Parties. ScooterBug, Inc. will provide Milwaukee County Zoo a revenue share of at least fifty-five percent (55%) of gross collected revenue after state sales taxes.

BACKGROUND

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

The Milwaukee County Zoo solicited proposals for providing mobility equipment rentals at the Milwaukee County Zoo. ScooterBug, Inc.'s proposal was determined to meet the needs by Zoo staff. ScooterBug, Inc. currently provides their services at four (4) other Zoos.

ScooterBug, Inc. will provide the following to the Milwaukee County Zoo:

- ◆ Single Strollers to be initially rented at \$7.
- ◆ Double Strollers to be initially rented at \$10.
- ◆ Wheelchairs to be initially rented at \$9.
- ◆ Motorized Scooters to be initially rented at \$25.
- ◆ Training for Zoo Staff.
- ◆ Maintenance and repairs including all parts and labor.

## RECOMMENDATION

It is recommended that following the review by Community Business Development Partners (CBDP), Risk Management and Corporation Counsel, the Director of the Milwaukee County Zoo be authorized to execute a Professional Service Contract with ScooterBug, Inc., for a period of three (3) years with two (2) options to renew for one (1) additional calendar year if mutually agreeable to the Parties. ScooterBug, Inc. will provide Milwaukee County Zoo at least fifty-five percent (55%) of gross collected revenue after state sales taxes, for providing mobility equipment rental services at the Milwaukee County Zoo.

## FISCAL NOTE

Due to the uncertainty of the economy and Wisconsin weather, the Milwaukee County Zoo is aggressively working to achieve its revenue budget. The Milwaukee County Zoo anticipates \$105,000 to \$120,000 annually in gross revenues from the mobility equipment rental services.

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Charles Wikenhauser  
Zoo Director

- c: Chris Abele, County Executive  
Amber Moreen, Chief of Staff, County Executive's Office  
Raisa Koltun, Director of Legislative Affairs, County Executive's Office  
Supervisor Gerry Broderick, Chairman, Parks, Energy, and Environment Committee  
Steve Cady, Fiscal & Budget Analyst, County Board  
Kelly Bablitch, Chief of Staff, County Board  
Jessica Janz-McKnight, Research Analyst, County Board  
Don Tyler, Director, Department of Administration  
Craig Kammholz, Fiscal and Budget Administrator, DAS  
Daniel Laurila, Fiscal & Management Analyst  
Vera Westphal, Deputy Zoo Director (Admin./Finance)  
Karl Hackbarth, Zoo Operations Coordinator  
Mike Garcia, Visitor Services Coordinator  
Sue Rand, Zoo Accounting Manager

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File No.

(Journal, )

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

**A RESOLUTION**

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

WHEREAS, ScooterBug, Inc. will provide Milwaukee County Zoo at least fifty-five percent (55%) of gross collected revenue after state sales taxes, for providing mobility equipment rental services at the Milwaukee County Zoo; and

WHEREAS, this contract must be approved by County’s Community Business Development Partners (CBDP), Corporation Counsel and Risk Management; now therefore,

BE IT RESOLVED, that the request for approval of the Professional Service Contract for providing mobility equipment rental services at the Milwaukee County Zoo with ScooterBug, Inc. be hereby granted; and

BE IT FURTHER RESOLVED, that following the review by Community Business Development Partners (CBDP), Risk Management, and Corporation Counsel, the Director of the Milwaukee County Zoo is hereby authorized and directed to execute on behalf of Milwaukee County a three (3) year contract with two (2) options to renew for one (1) additional calendar year if mutually agreeable to the Parties.

## MILWAUKEE COUNTY FISCAL NOTE FORM

**DATE:** 03/25/13

Original Fiscal Note

Substitute Fiscal Note

**SUBJECT:** Revenue Sharing Contract for Zoo Stroller & Mobility Rental Services

**FISCAL EFFECT:**

- |   |  |
|---|--|
| <input checked="" type="checkbox"/> No Direct County Fiscal Impact<br><input type="checkbox"/> Existing Staff Time Required<br><input type="checkbox"/> Increase Operating Expenditures<br>(If checked, check one of two boxes below)<br><input type="checkbox"/> Absorbed Within Agency's Budget<br><input type="checkbox"/> Not Absorbed Within Agency's Budget<br><input type="checkbox"/> Decrease Operating Expenditures<br><input type="checkbox"/> Increase Operating Revenues<br><input type="checkbox"/> Decrease Operating Revenues | <input type="checkbox"/> Increase Capital Expenditures<br><input type="checkbox"/> Decrease Capital Expenditures<br><input type="checkbox"/> Increase Capital Revenues<br><input type="checkbox"/> Decrease Capital Revenues<br><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
<b>Operating Budget</b>	Expenditure	0	0
	Revenue	0	0
	Net Cost	0	0
<b>Capital Improvement Budget</b>	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. <sup>1</sup> If annualized or subsequent year fiscal impacts are substantially different from current year impacts, then those shall be stated as well. In addition, cite any one-time costs associated with the action, the source of any new or additional revenues (e.g. State, Federal, user fee or private donation), the use of contingent funds, and/or the use of budgeted appropriations due to surpluses or change in purpose required to fund the requested action.
- C. Discuss the budgetary impacts associated with the proposed action in the current year. A statement that sufficient funds are budgeted should be justified with information regarding the amount of budgeted appropriations in the relevant account and whether that amount is sufficient to offset the cost of the requested action. If relevant, discussion of budgetary impacts in subsequent years also shall be discussed. Subsequent year fiscal impacts shall be noted for the entire period in which the requested or proposed action would be implemented when it is reasonable to do so (i.e. a five-year lease agreement shall specify the costs/savings for each of the five years in question). Otherwise, impacts associated with the existing and subsequent budget years should be cited.
- D. Describe any assumptions or interpretations that were utilized to provide the information on this form.
  - A. The Milwaukee County Zoo requests approval to execute a professional services contract with ScooterBug Inc. for stroller and mobility services at the Zoo.
  - B. Milwaukee County Zoo will pay ScooterBug Inc. forty percent (40%) of gross collected revenue after state sales taxes for providing stroller and wheelchair rental services at the zoo and forty-five percent (45%) of gross collected revenue after state sales taxes for providing electric convenience vehicles/motorized scooters (ECV's). The Zoo can retain an additional five percent (5%) of gross collected revenue after state sales taxes for providing electric convenience vehicles/motorized scooters (ECV's) as an incentive if sales goals are met or exceeded as indicated in the RFP response. The Zoo anticipates \$100,000 to \$125,000 annually in gross revenue from this contract.

Department/Prepared By Milwaukee County Zoo, Sue Rand

Authorized Signature \_\_\_\_\_

Did DAS-Fiscal Staff Review?  Yes  No

Did CDBP Review?<sup>2</sup>  Yes  No  Not Required

<sup>1</sup> 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.

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

**2013-15 MOBILITY EQUIPMENT REVENUE SHARE AGREEMENT**

**BETWEEN**

**MILWAUKEE COUNTY ZOO**

**AND**

**SCOOTERBUG, INC**

THIS AGREEMENT, by and between the Milwaukee County Zoo (the “County”) and ScooterBug, Inc. (the “Vendor”) shall become effective upon execution by the parties including all necessary County agencies. Referenced together, the County and the Vendor are the “Parties” to this Agreement.

WITNESSETH:

WHEREAS, the Vendor is to provide a variety of strollers and other mobility equipment for rent at the Milwaukee County Zoo for use by the Zoo’s patrons; and

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

WHEREAS, recognizing that the development of an agreement permitting Vendor to offer Stroller Rental Service at the Zoo is advantageous to both agencies, the Parties do herewith, in consideration of mutual promises and other good and valuable consideration, agree as follows:

PROVISIONS:

1. RESPONSIBILITIES OF THE PARTIES.

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

- A. As specified in **Vendor’s response to the RFP**, on or about the delivery date, Vendor will deliver to County a specified number of strollers and other mobility equipment (the "Equipment") for the County’s use in a visitor rental management program.
- B. The County agrees to use its best efforts to rent the Equipment to its customers. The County also agrees to make a full and honest accounting to Vendor of County rentals. The County shall provide a rental statistics report to Vendor within 15 days of the close of each calendar month during the time period covered by this Agreement. Reports shall consist of daily rental utilization by each type and make of Equipment rented.

- C. Vendor shall be responsible for all shipping costs and remain responsible for the Equipment including any loss during the Equipment transport to and from the Zoo.
- D. At the end of the Term of this Agreement, the Vendor shall remove all Equipment from the County at Vendor's cost within 30 days or the Vendor shall be deemed to have abandoned the Equipment to the County.
- E. The County shall not pledge, loan, mortgage, sublease or part with possession of the Equipment or remove same from the Zoo or suffer any liens or legal process to be incurred or levied thereon.
- F. Vendor or its agents may at any time during normal operating hours, enter the Zoo for the purpose of inspecting the Equipment and the manner in which the Equipment is being rented, used or serviced. Further, at any time upon reasonable notice, Vendor shall be entitled to review the County's Equipment rental records. The County also agrees that during the term of this Agreement it will maintain complete and accurate books, records, and accounts of Equipment rentals, separate and apart from any and all other sales and rentals of the County not subject to this Agreement. If the Vendor discovers through the review of the books and records discrepancies in payment to Vendor, the County shall immediately pay the amount then owed.
- G. Vendor personnel shall not drive personal vehicles onto Zoo walkways.
- H. The County shall provide at no cost to Vendor electrical service, water, and waste pick-up throughout the term of this Agreement.
- I. Vendor shall be responsible for maintaining the Equipment in proper working condition. On-site servicing of the Equipment by the Vendor will be scheduled in cooperation with the County. The County will provide Vendor reasonable access to the Equipment rental and storage site including free parking for business purposes.
- J. The County agrees to rent the Equipment at prevailing market rates for daily use and to remit a percentage of the gross revenue to Vendor, as provided for in Paragraph 3 below. Equipment shall be rented at the following minimum rates\*:

Single Stroller	\$ 7.00
Double Stroller	\$10.00
Wheelchair	\$ 9.00
Electronic Convenience Vehicle	\$25.00

\*These prices include state of Wisconsin Sales Tax and are subject to change.

2. TERM.

This Agreement shall be for three (3) calendar years beginning in the year in which it is executed, with two (2) options to renew for one (1) additional calendar year if mutually agreeable to the Parties.

3. COMPENSATION.

A. The County agrees to pay Vendor forty percent (40%) of the gross revenue, less sales tax, for furnishing strollers and manual wheelchairs, and forty-five percent (45 %) of the gross revenue, less sales tax, for furnishing electronic convenience vehicles. The Zoo can retain an additional five percent (5%) of gross collected revenue after state sales taxes for providing electric convenience vehicles/motorized scooters (ECV's) as an incentive if sales goals are met or exceeded as indicated in the RFP response. State Prompt Pay Law, Section 66.285, does not apply to this Agreement.

B. County's payments to Vendor will be based on actual daily rental use of the Equipment. As a matter of practice, the County attempts to pay all invoices in 30 days.

4. AUDIT AND INSPECTION OF RECORDS.

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

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

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

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

Vendor agrees to strive to implement the principles of equal employment opportunity through an effective Affirmative Action program, and has so indicated on the Equal Employment Opportunity Certificate attached hereto as and made a part of this Agreement. The program shall have as its objective to increase the utilization of women,

minorities and handicapped persons, and other protected groups, at all levels of employment, in all divisions of Vendor's work force, where these groups may have been previously under-utilized and under-represented. Vendor also agrees that in the event of any dispute as to compliance with the aforesaid requirements, it shall be its responsibility to show that it has met all such requirements.

When a violation of the non-discrimination, equal opportunity or Affirmative Action provisions of this section has been determined by County, Vendor shall immediately be informed of the violation and directed to take all action necessary to halt the violation, as well as such action as may be necessary to correct, if possible, any injustice to any person adversely affected by the violation, and immediately take steps to prevent further violations.

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

6. INDEMNITY.

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

7. INSURANCE.

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

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

<u>Type of Coverage</u>	<u>Minimum Limits</u>
Wisconsin Workers' Compensation or Proof of All States Coverage	Statutory (waiver of subrogation)
Employer's Liability	\$100,000/500,000/100,000

Commercial or Comprehensive General Liability	
Bodily Injury and Property Damage (incl. Personal Injury, Fire Legal, Contractual & Products/Completed Operations)	\$1,000,000 Per Occurrence \$1,000,000 General Aggregate
Professional Liability	\$1,000,000 Per Occurrence \$1,000,000 Aggregate
Automobile Liability	
Bodily Injury & Property Damage All Autos-Owned, non-owned and/or hired Uninsured Motorists	\$1,000,000 Per Accident Per Wisconsin Requirements

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

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

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

8. PERMITS, TAXES, LICENSES.  
Vendor is responsible for procuring, maintaining and paying for all necessary federal, state, and local permits, licenses, fees and taxes required to carry out the provisions of this Agreement.
9. RIGHT OF TERMINATION BY COUNTY.  
The County further reserves the right to terminate the Agreement at any time for any reason by giving Vendor thirty (30) days written notice of such termination. Upon termination, Vendor shall be paid for all services rendered through the date of termination.

10. INDEPENDENT CONTRACTOR.

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

11. ASSIGNMENT LIMITATION.

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

12. PROHIBITED PRACTICES.

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

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

13. NOTICES.

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

To Vendor:  
ScooterBug, Inc  
Attn.: Sandy Porter Calabrese  
2126 Landstreet Rd, Suite 300  
Orlando, FL 32809  
407-532-7400, Ext 216  
Fax: 407-532-0111

To County:  
Milwaukee County Zoo  
Attn.: Charles Wikenhauser  
10001 W. Bluemound Rd.  
Milwaukee, WI 53226  
414-771-3040  
Fax: 414-256-5410

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

14. MISCELLANEOUS.

This Agreement shall be interpreted and enforced under the laws and jurisdiction of the State of Wisconsin. This Agreement constitutes the entire understanding between the parties and is not subject to amendment unless agreed upon in writing by both parties

hereto. Vendor acknowledges and agrees that it will perform its obligations hereunder in compliance with all applicable state, local or federal law, rules and regulations and orders.

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

**FOR MILWAUKEE COUNTY**

**BY VENDOR**

\_\_\_\_\_  
**Charles Wikenhauser**  
**Zoo Director**

\_\_\_\_\_

\_\_\_\_\_  
**Date**

\_\_\_\_\_  
**Date**

\_\_\_\_\_  
**Taxpayer ID**

**MILWAUKEE COUNTY WITNESS:**

**VENDOR WITNESS**

\_\_\_\_\_  
**Date**

\_\_\_\_\_  
**Date**

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

**Reviewed by County's Risk Manager**

By \_\_\_\_\_

By \_\_\_\_\_

\_\_\_\_\_  
**Date**

\_\_\_\_\_  
**Date**

**Approved as Chapter 42 Requirements By County's CBDP Office**

By \_\_\_\_\_

\_\_\_\_\_  
**Date**

Milwaukee County Zoo  
 Request For Proposal #6792  
 Strollers Rental Service

**Attachment – Incentive for Zoo to increase revenue share on sales.**

- ScooterBug would like to reward the Zoo with the opportunity to earn a 5% increase on the ECV revenue-share based on reaching or exceeding annual ECV rental volumes.
- Should the Zoo meet or exceed the ECV rental volume goals in any of the years over the term of the Agreement, as indicated in the chart below, the Zoo will be awarded an extra 5% of the annual ECV revenue-share for that year.

<b>Milwaukee Zoo - ECV Rental Incentive Plan</b>		
<b>Year</b>	<b>Rentals Goal</b>	<b>Rev-Share Bonus</b>
2013	1575	5%
2014	1690	5%
2015	1800	5%

**Attachment – List of Available Products**

- ScooterBug provides the following mobility products:
  - Strollers
    - Bucket color options include: Blue (pictured above), Green, Tan
    - Canopy color options include: Blue (pictured above), Green, Tan, Yellow
  - Wheelchairs (manual push)
    - Aluminum
  - Electronic Convenience Vehicles (motorized scooters)
    - Gray
  - See the attached product spec sheet for color pictures and design specifications.




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

**Date:** April 2, 2013

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

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

**Subject:** Emerald Ash Borer Update – INFORMATIONAL

**ISSUE**

Presence and management of Emerald Ash Borer in the Milwaukee County Parks.

**BACKGROUND**

Oral presentation by the Department of Parks, Recreation and Culture, updating the committee on the presence of and management of Emerald Ash Borer in the Milwaukee County Parks.

**RECOMMENDATION**

No action requested. Informational item unless further action required.

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

**Recommended by:**

**Approved by:**

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Laura Schloesser, Chief of  
Administration and External  
Affairs

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James Keegan, Interim Parks  
Director

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



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

**Date:** April 2, 2013

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

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

**Subject:** First Tee Program Partnership Proposal – INFORMATIONAL

**ISSUE**

A partnership proposal from The First Tee of Milwaukee County.

**BACKGROUND**

Oral presentation by the Department of Parks, Recreation and Culture and representatives from The First Tee of Milwaukee County, updating the committee on a proposal to partner to establish a facility in Brown Deer Park.

**RECOMMENDATION**

No action requested. Informational item unless further action required.

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

**Recommended by:**

**Approved by:**

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Laura Schloesser, Chief of

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James Keegan, Interim Parks



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Administration and External  
Affairs

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Director

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



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

**Date:** April 2, 2013

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

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

**Subject:** Hoyt Park Beer Garden Proposal – INFORMATIONAL

**ISSUE**

A proposal from the Friends of Hoyt Park and Pool for the creation of a beer garden at the Tosa Pool at Hoyt Park.

**BACKGROUND**

Oral presentation by the Department of Parks, Recreation and Culture and the Friends of Hoyt Park and Pool, updating the committee on a proposal for the creation of a beer garden.

**RECOMMENDATION**

No action requested. Informational item unless further action required.

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

**Recommended by:**

**Approved by:**

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Laura Schloesser, Chief of  
 Administration and External Affairs

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James Keegan, Interim Parks  
 Director



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

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

Date: April 2, 2013

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

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

Subject: **A Wisconsin Electric Power Company (WE Energies) Request for Permanent Easements to Provide Underground Electric and Natural Gas Services to County Park Land – ACTION**

**ISSUE**

The Department of Parks, Recreation and Culture (DPRC) is seeking authorization to grant WE Energies permanent easements to allow for the construction, operation and maintenance of underground electric power and natural gas services on County property located within the Root River Parkway and Mitchell Park.

**BACKGROUND**

The DPRC has requested that WE Energies provide two new underground electrical and natural gas services to support new park facilities. New services located on the Crystal Ridge site in the Root River Parkway west of S. 76th Street will provide power and gas to the new facilities being constructed at “The Rock” Sports Complex (see Exhibit A). Other new services located in Mitchell Park, will accommodate the new greenhouse and related facilities being constructed behind the Domes northeast of Pierce Street and S. 27<sup>th</sup> Street (see

Exhibit B). Since these services provide electricity and natural gas solely to park facilities, WE Energies requires permanent easements from the County for this infrastructure. WE Energies has requested that Milwaukee County grant permanent easements to allow for the construction, operation and maintenance of portions of these new services. All cabling and piping located on County parkland will be installed underground. Prior to execution, the DPRC, Department of Administrative Services, Corporation Counsel and other appropriate staff will review and approve all documents as required.

**RECOMMENDATION**

The Interim Parks Director respectfully recommends that WE Energies be granted permanent easements for the construction, operation and maintenance of underground electric power and natural gas services and related improvements in the Root River Parkway and Mitchell Park.

Prepared by: Kevin Haley, Landscape Architect, DPRC Planning and Development Section

**Recommended by:**

**Approved by:**

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Laura Schloesser, Chief of  
Administration and External  
Affairs

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James Keegan, Interim Parks  
Director

Cc: County Executive Chris Abele  
Amber Moreen, Chief of Staff, County Executive's Office  
Kelly Bablitch, Chief of Staff, County Board  
Supervisor, Gerry Broderick, Chair, Parks, Energy & Environment  
Committee  
Supervisor Jason Haas, Vice-Chair, Parks, Energy & Environment  
Committee  
Supervisor Peggy Romo West, District 12  
Daniel Laurila, Fiscal Mgt. Analyst, Admin & Fiscal Affairs/DAS  
Janelle Jensen, Parks, Energy & Environment Committee Clerk  
Jessica Janz-McKnight, Research Analyst, County Board  
Tonya Peters, WE Energies

(ITEM NO. ) From the Interim Director, Department of Parks, Recreation and Culture, seeking authorization to grant WE Energies Permanent Easements on County property located within the Root River Parkway and Mitchell Park, by recommending adoption of the following:

**A RESOLUTION**

WHEREAS, the DPRC has requested that WE Energies provide two new underground electrical and natural gas services to support its park facilities; and

WHEREAS, new services located on the Crystal Ridge site in the Root River Parkway west of S. 76th Street will provide power and natural gas to the new facilities being constructed at "The Rock" Sports Complex; and

WHEREAS, other service located in Mitchell Park, will accommodate the new greenhouses and related facilities being constructed behind the Domes in the park northeast of S. 27<sup>nd</sup> and Pierce Streets; and

WHEREAS, since these services provide electricity and natural gas solely to park facilities, WE Energies requires permanent easements from the County for this infrastructure; and

WHEREAS, WE Energies has requested that Milwaukee County grant permanent easements to allow for the construction, operation and maintenance of portions of these new electric and natural gas facilities; and

WHEREAS, all cabling and piping located on County parkland will be installed underground; and

WHEREAS, prior to execution, the Department of Parks, Recreation and Culture, Department of Administrative Services, Corporation Counsel and other appropriate staff will review and approve all documents as required; and

WHEREAS, the Interim Parks Director respectfully recommends that WE Energies be granted permanent easements for the construction, operation and maintenance of underground electric power and natural gas services and related improvements in the Root River Parkway and Mitchell Park; and

WHEREAS, the Interim Parks Director has recommended that the authority to prepare, review, approve, execute and record all documents as required to execute the requested easements be granted to the Department of Parks,

45 Recreation and Culture, the Department of Administrative Services, Corporation  
46 Counsel, Risk Management, County Clerk, Register of Deeds, and the County  
47 Executive; now, therefore,

48

49 BE IT RESOLVED, that the Milwaukee County Board of Supervisors hereby  
50 authorizes the Parks Director, the Department of Administrative Services, the  
51 Register of Deeds, Corporation Counsel and Risk Management to prepare,  
52 review, approve, execute and record all documents, and take all actions as  
53 required to grant the required permanent easements for the construction,  
54 operation and maintenance of the electric and natural gas services and related  
55 improvements in the Root River Parkway and Mitchell Park; and,

56

57 BE IT FURTHER RESOLVED, that the County Executive and County Clerk are  
58 authorized to execute the easements and other required documents.

**MILWAUKEE COUNTY FISCAL NOTE FORM**

**DATE:** April 2, 2013

Original Fiscal Note

Substitute Fiscal Note

**SUBJECT:** A Wisconsin Electric Power Company (WE Energies) Request for Permanent Easements to Install Underground Electric and Natural Gas services on County property located within the Root River Parkway and Mitchell Park.

**FISCAL EFFECT:**

- |  |  |
|--|--|
| <input type="checkbox"/> No Direct County Fiscal Impact  | <input type="checkbox"/> Increase Capital Expenditures |
| <input checked="" type="checkbox"/> Existing Staff Time Required                                       | <input type="checkbox"/> Decrease Capital Expenditures |
| <input type="checkbox"/> Increase Operating Expenditures<br>(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.*

	<b>Expenditure or Revenue Category</b>	<b>Current Year</b>	<b>Subsequent Year</b>
<b>Operating Budget</b>	Expenditure	0	0
	Revenue	0	0
	Net Cost	0	0
<b>Capital Improvement Budget</b>	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. <sup>1</sup> 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. Since the permanent easements will be provided to WE Energies so that they will provide new electrical and natural gas services to DPRC facilities, no fees will be charged for the easements.
  - B. None
  - C. No Impact
  - D. None

Department/Prepared By Department of Parks, Recreation and Culture/Kevin Haley

Authorized Signature \_\_\_\_\_

Did DAS-Fiscal Staff Review?  Yes  No

Did CDBP Review?<sup>2</sup>  Yes  No  Not Required

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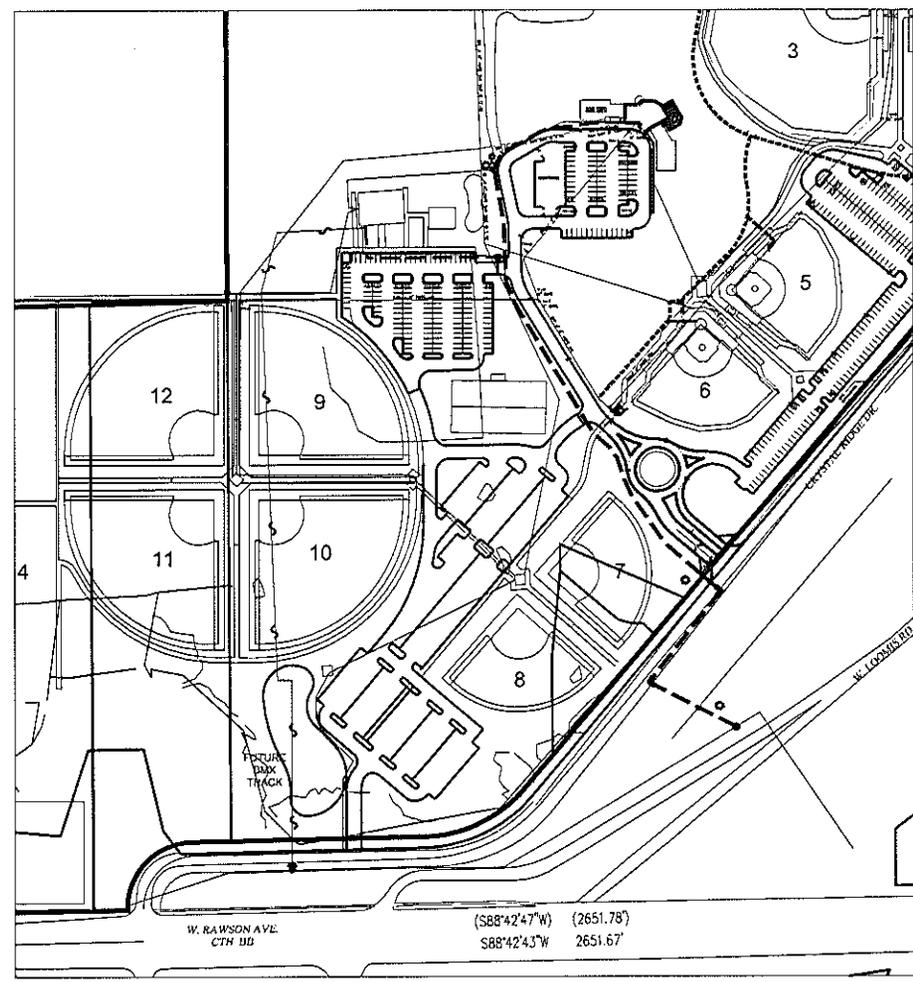
<sup>1</sup> If it is assumed that there is no fiscal impact associated with the requested action, then an explanatory statement that justifies that conclusion shall be provided. If precise impacts cannot be calculated, then an estimate or range should be provided.

**we energies**  ELEC WR   
 GAS WR **OB 3396291**

CITY/TOWN/VILLAGE: Franklin - C  
 CUST/PROJ NAME: Rock Spots Complex  
 PROJECT LOCATION: 7900 W Crystal Ridge Dr  
W Rawson Ave at W Loomis Rd  
 WORK DESCRIPTION: Install 1,430 ft of 2" PE gas main.  
Relocate 1" PE service. Tie-in to new main.  
 PREPARED BY: Mark Treadaway  
 E-MAIL: mark.treadaway@we-energies.com  
 OFFICE #: 414-423-5071 CELL #: 414-322-8818  
 PAGER #: \_\_\_\_\_ IO #: MES20201592  
 PROJECT ID: \_\_\_\_\_ CGS #: 117780  
 DATE PREPARED: 12/19/2012 DATE REVISED: 1-15-2013

COMMON INFORMATION	
STAKING REQUIREMENTS:	MAIN / SERVICE IN EASEMENT:
<input checked="" type="checkbox"/> SURVEYOR <input type="checkbox"/> STAKED	<input checked="" type="checkbox"/> YES <input type="checkbox"/> NO
<input type="checkbox"/> DESIGNER <input type="checkbox"/> NOT NEEDED	
RESTORE PRIVATE PROPERTY: <input type="checkbox"/> WE ENERGIES <input checked="" type="checkbox"/> CUSTOMER	
WORK IS APPROX <u>400</u> FT, DIRECTION <u>N</u> OF CL OF <u>W Rawson Ave</u> NEAREST CROSS STREET <small>(ALSO FOR GAS SERVICE USE)</small>	
ELECTRIC INFORMATION	
OPER MAP #: _____ FEEDER/LINE #: _____	
CATV JOINT USE #: _____ TEL JOINT USE #: _____	
PROPOSED GAS SERVICE INFORMATION	
MTR SIZE: <u>425</u> MTR TYPE: <u>gmr</u> <input type="checkbox"/> EFV	
SERV PIPE SIZE: <u>1"</u> MATERIAL: <u>PE</u> <input type="checkbox"/> RELIGHT	
MTR LOC: <u>12</u> FT. <u>E</u> OF <u>SW</u> CORNER <input checked="" type="checkbox"/> CURB VLV	
CONSTRUCTION TYPE: <u>Existing</u> <input type="checkbox"/> TIE IN PIPING	

GAS MAIN ON COUNTY LANDS



**OWNER**  
 Rock Sports Cpmplex, LLC  
 Michael Zimmerman  
 414-395-4009

Wisconsin DOT  
 Permit Coordinator  
 Ryan Schnurer  
 262-548-5955

Milwaukee County  
 Department of Parks  
 Kevin Haley  
 414-257-6242

**CONTRACTOR**  
 The Carstensen Group, LLC  
 Greg Marso  
 414-529-4588

City of Franklin  
 Engineering Tech.  
 Ronnie Asuncion  
 414-425-7510

SDATES \$TIMES \$FILES



Gas Service Extension

Electric Service Extension

S. Layton Blvd.

EXISTING  
DOMES

NEW  
GREENHOUSE COMPLEX

Mitchell  
Park

EXISTING  
PARK POND

EXISTING  
PAVILION

NORTH





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

**Date:** April 2, 2013

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

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

**Subject:** **Authorization to Close Lincoln Memorial Drive (LMD) on Sunday, December 8, 2013 for the Santa Hustle – ACTION**

### POLICY

The Department of Parks, Recreation and Culture (DPRC) is requesting, on behalf of Adrenaline Sports Management, authorization to close Lincoln Memorial Drive (LMD) on December 8, 2013 from 8:30 a.m. – 10:00 a.m.

### BACKGROUND

Milwaukee County Ordinance 47.031(5) requires any event sponsor who wishes to conduct an event along Lincoln Memorial Drive (LMD) to petition the Milwaukee County Board of Supervisors through the Committee on Parks, Energy and Environment, for a waiver to affect LMD's closure.

Adrenaline Sports Management (ASM) is requesting the use of LMD for its December 8, 2013 event. The Event is a 5-kilometer run and ASM will serve as the event organizer and race director. A field of 5,000 participants is projected to take part in the Event.



ASM shall pay all fees required by DPRC for closing LMD and permitting to host its Event on park property. ASM must also apply for permits from the City of Milwaukee. Discussions with lakefront stakeholders will occur and every effort will be made to minimize business interruption along the route. Access to lakefront venues will be coordinated with the Milwaukee County Sheriff's Office.

**Recommendation**

The Interim Parks Director respectfully recommends that DPRC be allowed to close LMD on Sunday, December 8, 2013 for the staging of a 5-kilometer run, upon completion of a special event contract with the organizer, and receipt by the organizer of all appropriate permits.

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

**Recommended by:**

**Approved by:**

---

Laura Schloesser, Chief of  
Administration and External  
Affairs

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James Keegan, Interim Parks  
Director

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

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(ITEM NO. ) From the Interim Director, Department of Parks, Recreation and Culture, seeking authorization on behalf of Adrenaline Sports Management to close Lincoln Memorial Drive on Sunday December 8, 2013, for the staging of a 5-kilometer run, by recommending adoption of the following:

**A RESOLUTION**

WHEREAS, Adrenaline Sports Management has requested from the Department of Parks, Recreation and Culture (DPRC) the use of Lincoln Memorial Drive to stage a 5-kilometer run on Sunday December 8, 2013; and the event requires the closure of Lincoln Memorial Drive from 8:30 a.m. – 10:00 a.m.; and

WHEREAS, Milwaukee County Ordinance 47.031(5) requires any event sponsor who wishes to conduct an event along LMD to petition the Milwaukee County Board of Supervisors through the Committee on Parks, Energy and Environment, for a waiver to affect LMD’s closure; and

WHEREAS, DPRC has reviewed this request with the event organizer, and this is consistent with the DPRC policy on such requests; and

WHEREAS, this request will be granted only upon certification that the organizers have paid all appropriate fees, and obtained all proper permits and contracts with DPRC and any other interested party or municipality; and

WHEREAS, access to lakefront venues will be coordinated by the Sheriff’s Office; and information will be sent to marina slip tenants and other lakefront stakeholders in advance of this closure to alert them to alternate routes; now, therefore,

BE IT RESOLVED, that the Milwaukee County Board of Supervisors does hereby authorize the Department of Parks, Recreation and Culture to close Lincoln Memorial Drive on Sunday, December 8, 2013 from 8:30 a.m. – 10:00 a.m., for the staging of a 5-kilometer run.

## MILWAUKEE COUNTY FISCAL NOTE FORM

**DATE:** April 2, 2013

Original Fiscal Note

Substitute Fiscal Note

**SUBJECT:** Closure of Lincoln Memorial Drive for a 5-kilometer run

**FISCAL EFFECT:**

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|---|--|
| <input checked="" type="checkbox"/> No Direct County Fiscal Impact<br><input type="checkbox"/> Existing Staff Time Required<br><input type="checkbox"/> Increase Operating Expenditures<br>(If checked, check one of two boxes below)<br><input type="checkbox"/> Absorbed Within Agency's Budget<br><input type="checkbox"/> Not Absorbed Within Agency's Budget<br><input type="checkbox"/> Decrease Operating Expenditures<br><input type="checkbox"/> Increase Operating Revenues<br><input type="checkbox"/> Decrease Operating Revenues | <input type="checkbox"/> Increase Capital Expenditures<br><input type="checkbox"/> Decrease Capital Expenditures<br><input type="checkbox"/> Increase Capital Revenues<br><input type="checkbox"/> Decrease Capital Revenues<br><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
<b>Operating Budget</b>	Expenditure	0	0
	Revenue	0	0
	Net Cost	0	0
<b>Capital Improvement Budget</b>	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. <sup>1</sup> 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. Adrenaline Sports Management has requested that the County close Lincoln Memorial Drive (LMD) on Sunday, December 8, 2013 from 8:30 a.m. – 10:00 a.m. to host a 5-kilometer run. Access to lakefront venues will remain with the assistance of the Sheriff's Office.

B. Adrenaline Sports Management will pay to County the appropriate fees for closing LMD and permitting Adrenaline Sports Management to host its event on park property.

C. No Impact

D. None

Department/Prepared By    Laura Schloesser/DPRC

Authorized Signature       \_\_\_\_\_

Did DAS-Fiscal Staff Review?        Yes        No

Did CBDP Review?<sup>2</sup>                    Yes        No     Not Required

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<sup>1</sup> 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  
 JAMES KEEGAN, INTERIM DIRECTOR OF PARKS, RECREATION AND CULTURE

Date: April 2, 2013

To: Marina Dimitrijevic, Chairwoman, County Board of Supervisors

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

**Subject: Swimming Lessons at Washington Park and Aquatics Incentive Program - ACTION**

### POLICY

The Department of Parks, Recreation and Culture (DPRC) is seeking authorization to offer free swimming lessons at Washington Park pool and create an Aquatics Incentive Program in which participants earn a free annual swimming pass to all Milwaukee County deep well pools for either attending the required number of swimming lessons or by participating in four (4) park volunteer opportunities

### BACKGROUND

In the 2013 Budget the following was adopted, "For 2013, the Washington Park Pool will waive its admission fees. This demonstration project will allow Parks Administration to better gauge admission price sensitivity for a pool that largely serves disadvantaged neighborhoods. The Parks Director shall have the authority to suspend this policy at any time for security, staffing or operational concerns. The Parks Director shall issue a report to the County Board for consideration in the September 2013 cycle outlining the results of the demonstration project and a recommendation on whether it should be continued in 2014." The admission waiver is funded by a \$15,000 increase in revenue in Potawatomi Allocation (Org Unit No. 1937).

According to the Centers for Disease Control and Prevention (CDC) there are almost ten (10) unintentional drowning deaths per day nationally and 20% are children ages 14 years and younger. National statistics show that minority children, African Americans specifically, ages 5-14 years have a significantly



higher rate of death from drowning.<sup>1</sup> Locally, over the last two years, Washington Park pool had a significantly higher incidence of rescues compared to other Milwaukee County pools.

The DPRC strives to provide a safe and fun environment in all our facilities. To that end, the DPRC is committed to reducing the number of unintentional drowning deaths by contributing to the effort to teach people how to swim.

It is widely recognized that the Washington Park neighborhood is in the midst of an amazing transformation with an incredible amount of community support and activism. To help support the efforts of so many dedicated people and to advance our aquatics mission, the DPRC, in consultation with stakeholders, offers the following alternatives to offering daily free open swim.

- For 2013, the Washington Park Pool will offer free-swimming lessons to all Milwaukee County residents.
- Swim lessons will be offered on Wednesday evenings and Saturday mornings and will run for 8 weeks. Classes can accommodate 75 people on each day and another class could be added if needed and staffing is available.
- To encourage enrollment and swimming, the DPRC will offer a free seasonal deep well pass to all participants when they have completed the first three required lessons.
- For those who know how to swim, the DPRC will work with County staff, elected officials, Washington Park Partners, local schools, and the Urban Ecology Center to develop a community services program in which children can earn a free seasonal deep well pass after participating in four park volunteer opportunities (e.g., weed-out, Earth Day clean-up, etc.).
- The DPRC will offer free admission at Washington Park pool to County residents during regular swim hours on June 24th, July 22nd, and August 12th, 2013.

This program fits the mission of the Parks Department and encourages the development of a life-long safety skill and encourages civic engagement.

<sup>1</sup> <http://www.cdc.gov/HomeandRecreationalSafety/Water-Safety/waterinjuries-factsheet.html>

### **RECOMMENDATION**

The Department of Parks, Recreation and Culture respectfully recommends approval to offer free swimming lessons at Washington Park swimming pool and the creation of an Aquatics Incentive Program in which participants earn a free annual swimming pass to all Milwaukee County deep well pools for either

attending the required number of swimming lessons or by participating in four (4) park volunteer opportunities.

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

**Recommended by:**

**Approved by:**

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Laura Schloesser, Chief of  
Administration and External Affairs

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James Keegan, Interim Parks  
Director

Cc: County Executive Chris Abele  
Amber Moreen, Chief of Staff, County Executive's Office  
Kelly Bablitch, Chief of Staff, County Board  
Supv. Jason Haas, Vice-Chair, Parks, Energy & Environment Committee  
Supv. Russell Stamper II, District 5  
Dan Laurila, Fiscal Mgt. Analyst, Admin & Fiscal Affairs/DAS  
Janelle Jensen, Parks, Energy & Environment Committee Clerk  
Jessica Janz-McKnight, Research Analyst, County Board

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(ITEM NO. ) From the Interim Director, Department of Parks, Recreation and Culture (DPRC), seeking authorization to offer free swimming lessons at Washington Park pool and create an Aquatics Incentive Program, by recommending adoption of the following:

**A RESOLUTION**

WHEREAS, in the 2013 Adopted Budget daily admission fees to Washington Park pool were waived; and

WHEREAS, the admission waiver was funded by a \$15,000 increase in revenue in Potawatomi Allocation (Org Unit No. 1937); and

WHEREAS, national statistics show that minority children ages 5-14 have a significantly higher rate of unintentional drowning deaths; and

WHEREAS, Washington Park pool has a significantly higher rate of rescues compared to other Milwaukee County pools; and

WHEREAS, the DPRC is committed to reducing the number of unintentional drowning deaths by teaching people to swim; and

WHEREAS, to support the efforts of so many dedicated people in the Washington Park neighborhood, stakeholders, and the DRPC mission; now, therefore

BE IT RESOLVED, the DPRC is authorized to offer free swimming lessons in 2013 at Washington Park pool and to create an Aquatics Incentive Program to be administered using the following criteria:

- A free annual deep well swimming pass shall be earned by participants once the first three (3) swimming lessons are completed.
- For those individuals that know how to swim, a free annual deep well swimming pass shall be earned by participants after completing four (4) park volunteer opportunities; and

BE IT FURTHER RESOLVED, the DPRC is authorized to offer free admission at Washington Park pool to County residents during regular swim hours on June 24, July 22 and August 12, 2013.

**MILWAUKEE COUNTY FISCAL NOTE FORM**

**DATE:** April 2, 2013

Original Fiscal Note

Substitute Fiscal Note

**SUBJECT:** The DPRC Director is seeking authorization to offer free swimming lessons at Washington Park pool and to create an Aquatics Incentive Program where participants can earn a free annual deep well swimming pass.

**FISCAL EFFECT:**

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|--|--|
| <input checked="" type="checkbox"/> No Direct County Fiscal Impact                                     | <input type="checkbox"/> Increase Capital Expenditures |
| <input type="checkbox"/> Existing Staff Time Required  | <input type="checkbox"/> Decrease Capital Expenditures |
| <input type="checkbox"/> Increase Operating Expenditures<br>(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.*

	<b>Expenditure or Revenue Category</b>	<b>Current Year</b>	<b>Subsequent Year</b>
<b>Operating Budget</b>	Expenditure	0	0
	Revenue	0	0
	Net Cost	0	0
<b>Capital Improvement Budget</b>	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. <sup>1</sup> 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 authorization to offer free swimming lessons at Washington Park pool in 2013 and to create an Aquatics Incentive Program, and offer three (3) free admission swim days.
- B. None
- C. No Impact
- D. None

Department/Prepared By    Laura Schloesser/DPRC

Authorized Signature       \_\_\_\_\_

Did DAS-Fiscal Staff Review?        Yes        No

Did CBDP Review?<sup>2</sup>                    Yes        No     Not Required

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<sup>1</sup> 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  
 JAMES KEEGAN, INTERIM DIRECTOR OF PARKS, RECREATION AND CULTURE

Date: April 2, 2013

To: Chairwoman Marina Dimitrijevic, County Board of Supervisors

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

Subject: **Request to enter into a lease with Milwaukee Lake Park Lawn Bowling Association, Inc. – ACTION**

### POLICY

The Department of Parks, Recreation and Culture (DPRC) respectfully requests authorization to enter into a lease with Milwaukee Lake Park Lawn Bowling Association, Inc. (MLPLBA).

### BACKGROUND

The Milwaukee Lawn Bowling Association has been in existence and has operated out Lake Park for over 90 years. Today, the bowling greens are nationally-known and considered among the finest in the Midwest. The MLPLBA and the Milwaukee County Parks hosted the 2010 International Lawn Bowling Championship between the USA and Canada and will host three Central Division Open tournaments in July 2013.

This 5-year lease agreement is mutually-beneficial to both parties. MLPLBA is responsible for premises maintenance and all operating expenses including rent of \$100 and utility reimbursement of \$300 per year.

### RECOMMENDATION

ADDRESS  
 9480 Watertown Plank Road  
 Wauwatosa, WI 53226-3560

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



EMAIL  
 parks@milwcnty.com

WEBSITE  
 countyparks.com

The Interim Parks Director respectfully recommends that the department be authorized to enter into a lease with Milwaukee Lake Park Lawn Bowling, Inc. for use of designated spaces within Lake Park.

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

**Recommended by:**

**Approved by:**

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Laura Schloesser, Chief of  
Administration and External Affairs

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James Keegan, Interim Parks  
Director

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

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4 (ITEM NO. ) From the Director, Department of Parks, Recreation and Culture,  
5 requesting authorization to enter into a lease agreement with Milwaukee Lake  
6 Park Lawn Bowling Association, Inc.

7  
8 **A RESOLUTION**  
9

10 WHEREAS, the Department of Parks, Recreation and Culture (DPRC) and  
11 Milwaukee Lake Park Lawn Bowling Association, Inc. (MLPLBA) were parties to a  
12 lease agreement dated October 31, 2007 and is expiring on April 30, 2013; and  
13

14 WHEREAS, MLPLBA has operated out of Lake Park for over 90 years; and  
15

16 WHEREAS, MLPLBA established nationally-recognized bowling greens  
17 considered among the finest in the Midwest; and  
18

19 WHEREAS, the partnership between the DPRC and MLPLBA has been  
20 mutually advantageous; and  
21

22 WHEREAS, MLPLBA has agreed to maintain the premises and all cover all  
23 operating expenses including rent of \$100 and utility reimbursement of \$300 per  
24 year; and  
25

26 WHEREAS, the term of this agreement is five (5) years; now, therefore  
27

28 BE IT RESOLVED, that the Milwaukee County Board of Supervisors hereby  
29 authorizes the Interim Parks Director to execute a lease agreement with MLPLBA  
30 for the use of designated space within Lake Park.  
31

## MILWAUKEE COUNTY FISCAL NOTE FORM

**DATE:** April 2, 2013

Original Fiscal Note

Substitute Fiscal Note

**SUBJECT:** Lease Agreement Between the Department of Parks, Recreation and Culture and Milwaukee Lake Park Lawn Bowling Association, Inc for use of designated space in Lake Park.

**FISCAL EFFECT:**

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|--|--|
| <input checked="" type="checkbox"/> No Direct County Fiscal Impact<br><input checked="" type="checkbox"/> Existing Staff Time Required<br><input type="checkbox"/> Increase Operating Expenditures<br>(If checked, check one of two boxes below)<br><input type="checkbox"/> Absorbed Within Agency's Budget<br><input type="checkbox"/> Not Absorbed Within Agency's Budget<br><input type="checkbox"/> Decrease Operating Expenditures<br><input type="checkbox"/> Increase Operating Revenues<br><input type="checkbox"/> Decrease Operating Revenues | <input type="checkbox"/> Increase Capital Expenditures<br><input type="checkbox"/> Decrease Capital Expenditures<br><input type="checkbox"/> Increase Capital Revenues<br><input type="checkbox"/> Decrease Capital Revenues<br><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
<b>Operating Budget</b>	Expenditure	0	0
	Revenue	0	0
	Net Cost	0	0
<b>Capital Improvement Budget</b>	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. <sup>1</sup> If annualized or subsequent year fiscal impacts are substantially different from current year impacts, then those shall be stated as well. In addition, cite any one-time costs associated with the action, the source of any new or additional revenues (e.g. State, Federal, user fee or private donation), the use of contingent funds, and/or the use of budgeted appropriations due to surpluses or change in purpose required to fund the requested action.
- C. Discuss the budgetary impacts associated with the proposed action in the current year. A statement that sufficient funds are budgeted should be justified with information regarding the amount of budgeted appropriations in the relevant account and whether that amount is sufficient to offset the cost of the requested action. If relevant, discussion of budgetary impacts in subsequent years also shall be discussed. Subsequent year fiscal impacts shall be noted for the entire period in which the requested or proposed action would be implemented when it is reasonable to do so (i.e. a five-year lease agreement shall specify the costs/savings for each of the five years in question). Otherwise, impacts associated with the existing and subsequent budget years should be cited.
- D. Describe any assumptions or interpretations that were utilized to provide the information on this form.

- A. Request to enter into a lease agreement with Milwaukee Lake Park Lawn Bowling Association, Inc for use of designated space in Lake Park.
- B. MLPLBA will pay \$100 annually for rent and \$300 annually for utility reimbursement.
- C. No Impact
- D. None

Department/Prepared By Laura Schloesser/DPRC

Authorized Signature \_\_\_\_\_

Did DAS-Fiscal Staff Review?  Yes  No

Did CDBP Review?<sup>2</sup>  Yes  No  Not Required

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<sup>1</sup> 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 LAKE PARK LAWN BOWLING ASSOCIATION, INC.**

This Lease Agreement (the "Lease") is made and entered into this 1st day of May, 2013 (the "Effective Date"), by and between MILWAUKEE COUNTY DEPARTMENT OF PARKS, RECREATION AND CULTURE ("County" or "Lessor"), and the MILWAUKEE LAKE PARK LAWN BOWLING ASSOCIATION, INC. ("Lessee"). Together Lessor and Lessee constitute the "Parties" to this Lease.

**WITNESSETH:**

**WHEREAS**, Lessee and Lessor were Parties to that certain Lease Agreement dated as of October 31, 2007, made pursuant to Adopted County Board Resolution No. 07-290, and expiring on April 30, 2013 (the "2007 Lease"), under which Lessee leased from Lessor a parcel of land and building located in Lake Park for its lawn bowling activities; and

**WHEREAS**, the Parties recognize that the development of a subsequent multi-year lease for the use of these premises 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 Interim Director of the Department of Parks, Recreation and Culture to enter into this Lease 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. Use of Space. Lessee shall have the exclusive right to utilize the designated spaces identified as the Lake Park bowling greens located within the perimeter fenced areas as well as the building adjacent to the greens (collectively, the "Premises") for its sole purposes as a lawn bowling association.
2. Scope of Use. Lessee has the exclusive rights for the use of the Premises solely for lawn bowling sponsored activities and shall be responsible for any and all operating expenses incurred in relation thereto. Any other uses of the Premises shall require the written consent of the County. Use of the building is restricted to meeting space, storage, and other related activities of the Lessee. County must approve any other activities. The Premises may not be used for political purposes.

3. Term. The term of this Lease shall be five (5) years commencing on the Effective Date (the "Term").
4. Payment Terms. In consideration of the use of the Premises set forth in Section 1, the Lessee shall pay annually to the County the following:

\$100 rental fee  
\$300 for electrical utilities

Payments shall be made within thirty (30) days upon receipt of invoice from the County.

5. Groundskeeping and Repairs. Lessee shall be responsible for all costs related to its activities within the entire Premises, which includes, but is not limited to, complete care and maintenance of the greens including the purchase and maintenance of mowers and other greens keeping equipment and supplies, as well as repairing any extraordinary or non-routine damage to the building and greens resulting from use, maintenance, or non-maintenance of the Premises by the Lessee or any of its employees or agents. County agrees that all routine maintenance and repair work may be performed by employees or agents of the Lessee. Painting of the building, both interior and exterior, shall be the responsibility of the Lessee. Lessee shall also provide, at its costs, replacement light bulbs within the building.
6. Cleaning and Janitorial Maintenance. The Lessee is responsible for the daily cleaning and janitorial maintenance of the Premises including placing of trash in receptacles provided by the County. The County shall be responsible for trash removal and janitorial maintenance of the common areas, including the maintenance of the perimeter fence. The County will provide utilities to the Premises subject to the Lessee reimbursing the County for electrical service as provided for in Section 4.
7. Public Premises. Lessee understands and agrees that the Premises are fundamentally public and that the Premises are to remain accessible to the public in a manner that is compatible with both the historical use of the Lake Park areas as well as the uses authorized by this Lease.
8. Alterations Prohibited. Lessee shall make no permanent alterations to the Premises, including the building, without the written consent of the County. All attached improvements to the Premises shall become the property of County upon termination of this Lease. Lessee agrees to repair or replace any equipment or property provided by the County which may become damaged due to negligence or inappropriate usage.
9. 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 Lease, 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.
10. Insurance. Lessee agrees to evidence and maintain proof of financial responsibility to cover costs as may arise from claims of tort and statutes. Such evidence shall include insurance covering General Liability coverages in the following minimum amounts.

Type of Coverage

Minimum Limits

Commercial General Liability

Bodily Injury and Property Damage  
(incl. Personal Injury, Fire, Legal)

\$1,000,000 Per Occurrence  
\$1,000,000 General Aggregate

Milwaukee County, as its interests may appear, shall be named as an additional insured for General Liability and be afforded a thirty (30) day written notice of cancellation or non-renewal. Disclosure must be made of any non-standard or restrictive additional insured endorsement, and any use of non-standard or restrictive additional insured endorsement will not be acceptable. A certificate indicating the above coverages shall be submitted for review and approval by the County for the duration of this Lease.

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 Lease.

11. Damage to Premises. In the event of damage to the Premises by fire or other casualty so that the Premises are rendered unusable, the County shall notify the Lessee within five (5) days after the loss of its intention to repair and restore the Premises without terminating this Lease. In the event that such notice of intent to repair the damage is not received within five days, either party, upon written notice to the other, may terminate this Lease, in which case the rent shall be prorated and paid to the date of such fire or other casualty. If the County decides to repair the damaged areas, work shall be completed as expeditiously as possible. During such restoration, Lessee shall not be responsible to pay rent. Rent shall commence upon re-occupancy by the Lessee, payable at the terms previously specified.
12. 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 Lease. 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 years after the conclusion of the Lease term.
13. 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 Lease 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.

- 13.1 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 Lease with Milwaukee County, as may be determined by the administrator of this Lease, 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.
- 13.2 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.
- 13.3 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 Lease, including but not limited to termination of this Lease.
14. Nondiscrimination and Affirmative Action. There shall be no discrimination against or segregation of any person, or group of persons, on account of gender, age, race, color, religion, creed, national origin or ancestry in the use of the Premises, 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 Premises. 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:
- 14.1 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 A is an Equal Opportunity Certificate that shall be executed and delivered by Lessee simultaneously with the execution and delivery of the Lease.
- 14.2 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.

- 14.3 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.
  - 14.4 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.
  - 14.5 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.
  - 14.6 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.
15. Disadvantaged Business Enterprises. The Lessee shall comply with Chapter 42 of the Milwaukee County Code of General Ordinances which requires that the Lessee use good faith efforts to expend 17% of all property maintenance and improvement funds with Disadvantaged Business Enterprise (DBE) firms listed in the Wisconsin Unified Certification Program Directory, who may supply construction/maintenance services or materials for property maintenance and improvement. In accordance with this Milwaukee County policy, the Lessee shall ensure that certified firms have the opportunity to participate in the property maintenance and improvement. The efforts employed by the Lessee should be those that one could reasonably expect a Lessee to take if the Lessee were actively and aggressively trying to obtain participation sufficient to meet these established goals. Mere pro forma efforts are not good faith efforts to meet this requirement as detailed in 49 CFR §26.53 and Appendix A to 49 CFR Part. Specifications and required forms are included as attachments. For guidance regarding this requirement, or to obtain a list of certified firms, contact the Community Business Development Partners Department (CBDP) at 414-278-4747. The list of certified firms is also available at <http://app.mylcm.com/wisdot/Reports/WisDotUCPDirectory.aspx>
16. Use of County Aerifier.
- 16.1 Permission to Use: Lessee is hereby permitted with forty-eight (48) hours' notice to use the County's aerifier during the Term.
  - 16.2 Limitations on Use – Individuals: Lessee agrees that only Lessee, its agents or employees will operate the aerifier.
  - 16.3 Limitations on Use – Age: Lessee agrees that no operator under the age of eighteen (18) years will be permitted to operate the aerifier under any circumstances.

- 16.4 Liability for Damage: Lessee agrees that should Lessee, any minor under Lessee's control or any person with permission from Lessee, its agents or employees operate the aerifier in such a manner or fail to exercise adequate care of the same so as to result in damage to such aerifier, Lessee agrees to be liable and financially responsible for all damages caused to the aerifier.
- 16.5 Indemnification: Lessee agrees to the fullest extent permitted by law to indemnify, defend and hold harmless the County and its agents, officers and employees, from and against all loss or expense including costs and attorney's fees by reason of liability for damages including suits at law or in equity, caused by any wrongful, intentional, or negligent act or omission of Lessee, or its agents which may arise out of or are connected with Lessee's possession and use of the aerifier.
- 16.6 Ownership of Aerifier: Lessee understands, acknowledges and agrees that the aerifier is the wholly owned property of the County and that Lessee possesses no interest whatsoever in the property.
17. No Joint Venture. Nothing contained in this Lease 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. This Lease does not create the relationship of principal and agent or of partnership, of joint venture, or of any association between County and Lessee.
18. Assignment and Subletting. Lessee may not assign this Lease, in whole or in part, or sublease any part of the Premises without the prior written approval of the County.
19. Termination of Lease. This Lease may be terminated by either party, without cause, upon 30 days written notice to the other. Either County or Lessee may terminate this Lease 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. Upon termination of this Lease for any reason, Lessee shall have thirty (30) days in which to remove all personal property from the Premises. Any items remaining after the thirty (30)-day period shall become the property of the County at no expense to the County. Upon termination, Lessee shall return the Premises in as good a condition as when originally leased, to the County's satisfaction, normal wear and tear excepted.
20. Holdover. In the event the Lessee remains in possession of the Premises after the expiration of this Lease, and without any renewal or extension hereof having been agreed to in writing, the Lessee shall be deemed to be occupying the Premises 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.
21. Compliance. Each party agrees that it will perform its obligations under this Lease in accordance with all applicable laws, governmental rules and regulations now or hereinafter in effect.
22. Enforceability. If any provision of this Lease is found to be illegal or unenforceable, the remaining provisions of this Lease 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 Lease, then the Lease is terminated.

23. 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.
24. Governing Law. This Lease is made pursuant to, and shall be construed in accordance with the laws of the State of Wisconsin.
25. Notice. 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 as addressed as follows:

Milwaukee Lake Park Lawn Bowling Association, Inc.	Milwaukee County Dept. of
Parks	
Anna Witt, Secretary	James Keegan, Interim
Director	
1485 North Calhoun Road	9480 Watertown Plank Road
Brookfield, WI 53005	Wauwatosa, WI 53226

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

*Signature page follows:*

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

**Milwaukee Lake Park Lawn Bowling Association, Inc.**

by \_\_\_\_\_ Date \_\_\_\_\_  
Anna Witt, Secretary

**Milwaukee County Dept of Parks, Recreation & Culture**

by \_\_\_\_\_ Date \_\_\_\_\_  
James Keegan, Interim Director

***Approved as to form and independent status:***

***Reviewed by:***

by \_\_\_\_\_ Date \_\_\_\_\_  
\_\_\_\_\_  
Corporation Counsel

by \_\_\_\_\_ Date \_\_\_\_\_  
Risk Management

***Approved with regard to County Ordinance Chapter 42:***

by \_\_\_\_\_ Date \_\_\_\_\_  
Community Business Development Partners

**EXHIBIT A**

**EQUAL OPPORTUNITY CERTIFICATE**

[Attached.]



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

Date: April 2, 2013

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

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

Subject: **Authorization for Milwaukee Public Schools to Reconstruct the Existing Athletic Facilities Located within Riverside Park – ACTION**

### **ISSUE**

The Department of Parks, Recreation and Culture (DPRC) is seeking authorization to allow Milwaukee Public Schools (MPS) to reconstruct its existing athletic facilities located in Riverside Park per the conditions of their lease with the DPRC.

### **BACKGROUND**

In 1978, Milwaukee County and the Board of School Directors for Milwaukee Public Schools entered into a 99-year lease for the use of the eastern portion of Riverside Park for new athletic facilities and related improvements. In 2002 Milwaukee County Resolution File No. 02-468 (see Attachment) authorized certain amendments to that lease. Among those amendments was a provision that "all improvements must be approved by the Parks Director, the County Board of Supervisors and the County Executive prior to the commencement of any construction." MPS has prepared plans and specifications to reconstruct the 35-year old track and related facilities and requested permission to construct the improvements to the park. The DPRC has reviewed those plans and determined that they are consistent with the lease conditions and the ongoing uses of Riverside Park and the surrounding area.

### **RECOMMENDATION**



The Interim Parks Director respectfully recommends that the County Board of Supervisors and County Executive approve the construction of the proposed athletic facilities by MPS within Riverside Park consistent with the terms and conditions of the current lease agreement.

Prepared by: Kevin Haley, Landscape Architect, DPRC Planning and Development Section

**Recommended by:**

**Approved by:**

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Laura Schloesser, Chief of  
Administration and External Affairs

---

James Keegan, Interim Parks  
Director

Attachment: Resolution No.02-468

Cc: County Executive Chris Abele  
Amber Moreen, Chief of Staff, County Executive's Office  
Kelly Bablitch, Chief of Staff, County Board  
Supervisor, Gerry Broderick, Chair, Parks, Energy & Environment Committee  
Supervisor Jason Haas, Vice-Chair, Parks, Energy & Environment  
Committee  
Daniel Laurila, Fiscal Mgt. Analyst, Admin & Fiscal Affairs/DAS  
Janelle Jensen, Parks, Energy & Environment Committee Clerk  
Jessica Janz-McKnight, Research Analyst, County Board  
Julianna Spring, Milwaukee Public Schools

1  
2  
3  
4 (ITEM NO. ) From the Interim Director, Department of Parks, Recreation and  
5 Culture, seeking authorization for the Milwaukee Public Schools to reconstruct the  
6 existing athletic facilities located within Riverside Park, by recommending  
7 adoption of the following:  
8

9 A RESOLUTION

10  
11 WHEREAS, in 1978, Milwaukee County and the Board of School Directors for  
12 Milwaukee Public Schools entered into a 99-year lease for the use of the eastern  
13 portion of Riverside Park for new athletic facilities and related improvements; and  
14

15 WHEREAS, in 2002 Milwaukee County Resolution File No. 02-468 authorized  
16 certain amendments to that lease; and  
17

18 WHEREAS, among those amendments was a provision that " all  
19 improvements must be approved by the Parks Director, the County Board of  
20 Supervisors and the County Executive prior to the commencement of any  
21 construction"; and  
22

23 WHEREAS, MPS has prepared plans and specifications to reconstruct the 35-  
24 year old track and related facilities and requested permission to construct the  
25 improvements to the park; and  
26

27 WHEREAS, the DPRC has reviewed those plans and determined that they  
28 are consistent with the lease conditions and the on-going uses of Riverside Park  
29 and the surrounding area; and  
30

31 WHEREAS, prior to execution, the Department of Parks, Recreation and  
32 Culture, Department of Administrative Services, Corporation Counsel and other  
33 appropriate staff will review and approve all documents as required; and  
34

35 WHEREAS, the Interim Parks Director has recommended that the County  
36 Board of Supervisors and the County Executive approve the construction of the  
37 proposed athletic facilities by MPS within Riverside Park; now, therefore,  
38

39 BE IT RESOLVED, that the Milwaukee County Board of Supervisors hereby  
40 approves of and authorizes the construction of the proposed athletic facilities by  
41 MPS within Riverside Park consistent with the terms and conditions of the current  
42 lease agreement.

## MILWAUKEE COUNTY FISCAL NOTE FORM

**DATE:** April 2, 2013

Original Fiscal Note

Substitute Fiscal Note

**SUBJECT:** The Interim DPRC Director is recommending that the County Board and County Executive approve and authorize the reconstruction of the athletic facilities within Riverside Park consistent with the terms and conditions of the current lease.

**FISCAL EFFECT:**

- |  |  |
|--|--|
| <input checked="" type="checkbox"/> No Direct County Fiscal Impact<br><input checked="" type="checkbox"/> Existing Staff Time Required<br><input type="checkbox"/> Increase Operating Expenditures<br>(If checked, check one of two boxes below)<br><input type="checkbox"/> Absorbed Within Agency's Budget<br><input type="checkbox"/> Not Absorbed Within Agency's Budget<br><input type="checkbox"/> Decrease Operating Expenditures<br><input type="checkbox"/> Increase Operating Revenues<br><input type="checkbox"/> Decrease Operating Revenues | <input type="checkbox"/> Increase Capital Expenditures<br><input type="checkbox"/> Decrease Capital Expenditures<br><input type="checkbox"/> Increase Capital Revenues<br><input type="checkbox"/> Decrease Capital Revenues<br><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
<b>Operating Budget</b>	Expenditure	0	0
	Revenue	0	0
	Net Cost	0	0
<b>Capital Improvement Budget</b>	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. <sup>1</sup> 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. County Board and County Executive approval and authorization of the reconstruction of the athletic facilities within Riverside Park consistent with the terms and conditions of the current lease.

B. All costs of construction, restoration, repair and ongoing maintenance of the athletic facilities is the responsibility of MPS per the terms and conditions of the Lease.

C. No Impact

D. None

Department/Prepared By Kevin Haley/DPRC

Authorized Signature \_\_\_\_\_

Did DAS-Fiscal Staff Review?  Yes  No

Did CDBP Review?<sup>2</sup>  Yes  No  Not Required

<sup>1</sup> 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.

SEP 26 2002

Amend.  
Pub. by  
Albrich

Amend.  
24-1

As  
amended  
24-0

File No. 02-468  
(Journal, September 26, 2002)

(ITEM NO. 3) From Director, Department of Parks, requesting authorization to amend the lease with Milwaukee Public Schools to reduce the amount of land currently leased and allow that same portion to be leased by the Urban Ecology Center, by recommending adoption of the following:

**A RESOLUTION**

11 WHEREAS, in 1978, Milwaukee County and the Board of School Directors for  
12 Milwaukee Public Schools (MPS) entered into a 99-year lease agreement for the use  
13 of Riverside Park, and since that time MPS has allowed the Urban Ecology Center  
14 (UEC) to provide environmental programming to students and concerned residents;  
15 and,

16 WHEREAS, Milwaukee County entered into a lease agreement with the UEC to  
17 provide environmental programming on that portion of Riverside Park west of the  
18 bike trail; and

19 WHEREAS, utilizing funding provided by the UEC, MPS donated much needed  
20 playground equipment to replace the existing equipment in Riverside Park as part of  
21 a multi-phased project; and

22 WHEREAS, the Milwaukee County Board of Supervisors authorized the Parks  
23 Department to consider revisions to the current MPS lease that would include a  
24 portion of land that includes the play area to become the responsibility of the UEC;  
25 and

26 WHEREAS, all improvements to the play area must meet current U.S.  
27 Consumer Product Safety Commission, American Society of Testing and Materials  
28 (ASTM) and American with Disabilities Act (ADA) requirements as adopted by the  
29 County Board and the County Executive as part of the countywide playground  
30 redevelopment plan in 1998; and

31 WHEREAS, all proposed improvements must be approved by the Parks  
32 Director, the County Board of Supervisors and the County Executive prior to the  
33 commencement of any construction; now, therefore,

34 BE IT RESOLVED, the Milwaukee County Board of Supervisors does hereby  
35 authorize and direct the Parks Director to amend the current two-party, MPS lease  
36 to include that portion of property contained within Riverside park (as described in  
37 the report which is incorporated by reference herein in File No. 02-468) to be leased  
38 to the UEC; and

39 BE IT FURTHER RESOLVED, that the Milwaukee County Board of Supervisors  
 40 does hereby direct the Director of the Parks Department to amend Section 10 of the  
 41 lease, regarding liability, to incorporate language provided by Corporation Counsel  
 42 as follows:

43 This indemnification specifically includes, but shall not be  
 44 interpreted as being limited to, claims and suits at law or  
 45 in equity arising in any way out of the installation by MPS  
 46 and/or UEC of any component of the proposed  
 47 ecoplayground that does not meet the guidelines and  
 48 standards of the CPSC, ASTM and the ADA regardless of  
 49 whether approved by the County and regardless of  
 50 whether Parks Department, the County Board of  
 51 Supervisors and/or the County Executive have approved  
 52 the plans and specifications of the proposed playground  
 53 addition prior to start of any construction;

54 and,

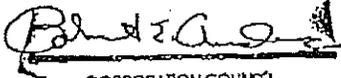
55 BE IT FURTHER RESOLVED, that the term of the lease shall be 25 years with  
 56 two 25-year renewal options; and

57 BE IT FURTHER RESOLVED, that the lease shall not be extended beyond the  
 58 date of the original lease without the express authorization of the County Board of  
 59 Supervisors and the County Executive, and that by executing this lease, the parties  
 60 acknowledge that they have terminated the earlier lease, insofar as it affects the  
 61 portion of property that is leased to MPS under this lease.

62  
 63  
 64  
 65  
 66  
 67  
 68  
 69

**FISCAL NOTE:** Adoption of this resolution will not require an expenditure of funds.

70 KS:mw:10/9/02:02-468UEC JEFnal  
 71 02-468UEC JEFinalRFI  
 72 REA/jlg 10/9/02

APPROVED AS TO FORM  
  
 CORPORATION COUNSEL



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

Date: April 2, 2013

To: Chairwoman Marina Dimitrijevic, County Board of Supervisors

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

Subject: **Authorization to Submit Fund for Lake Michigan Grant Applications – ACTION**

## POLICY

The Interim Director of the Department of Parks, Recreation and Culture (DPRC) is seeking authorization to submit one or more Fund for Lake Michigan grant applications.

## BACKGROUND

The Fund for Lake Michigan (the Fund) was established in 2008 in conjunction with the resolution of disputes concerning the Oak Creek Power Plant in southeastern Wisconsin. The agreement establishing the Fund provides for payments of four million dollars each year from 2011 through 2035 to fund projects that address, reduce and mitigate water quality impacts in Lake Michigan. The mission of the Fund is to support efforts that enhance the health of Lake Michigan, its shoreline, and its tributary river systems for the benefit of the people, plants and animals that depend upon the system for water,



recreation and commerce. Fund grant selection priorities currently focus on projects in southeastern Wisconsin that:

- Enhance the ecological health of near shore and coastal areas and the rivers of southeastern Wisconsin through habitat preservation and restoration.
- Improve the quality of the water flowing into Lake Michigan by reducing pollutants including toxins and nutrients such as phosphorus.

Fund for Lake Michigan grants do not require a local match. However, submittals that include partial funding or in-kind donations of staff resources, services or materials typically rank higher than proposals without such contributions. Also, partnering with one or more entities on a project, and leveraging other grant funding or resources typically will also help a project win a more favorable review.

The Fund employs a two-step grant-making process with prospective grantees asked to first submit a Letter of Inquiry. The Fund then invites full grant proposals from prospective grantees that are best suited to help achieve the Fund's goals. It is anticipated that a Request for Letters of Inquiry will be issued by the Fund in April 2013.

## **RECOMMENDATION**

The Interim Parks Director respectfully recommends that the DPRC be authorized to submit one or more Fund for Lake Michigan Program grant applications, and to undertake all actions and activities necessary to accept and implement Fund for Lake Michigan Program grant awards offered to Milwaukee County.

Prepared by: Bill Waldron, Natural Resources Specialist

**Recommended by:**

**Approved by:**

---

Laura Schloesser, Chief of  
Administration & External Affairs

---

James Keegan, Interim Parks Director

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

(ITEM NO. ) From the Interim Director, Department of Parks, Recreation and Culture (DPRC), seeking authorization to submit Fund for Lake Michigan grant applications, by recommending adoption of the following:

**A RESOLUTION**

WHEREAS, the Fund for Lake Michigan (the Fund) was established in 2008 in conjunction with the resolution of disputes concerning the Oak Creek Power Plant in southeastern Wisconsin; and

WHEREAS, the agreement establishing the Fund provided for payments of four million dollars each year from 2011 through 2035 to fund projects to address, reduce and mitigate water quality impacts in Lake Michigan; and

WHEREAS, the Fund grant selection priorities currently focus on projects in southeastern Wisconsin that:

- Enhance the ecological health of near shore and coastal areas and the rivers of southeastern Wisconsin through habitat preservation and restoration.
- Improve the quality of the water flowing into Lake Michigan by reducing pollutants including toxins and nutrients such as phosphorus; and

WHEREAS, the Fund for Lake Michigan grants do not require a local match, although submittals that include partial funding or in-kind donations of staff resources, services or materials typically rank higher than proposals without such contributions; and

WHEREAS, the Fund employs a two-step grant-making process with prospective grantees asked to first submit a Letter of Inquiry, and then invites full grant proposals from prospective grantees that are best suited to help achieve the Fund's goals; and

WHEREAS, it is anticipated that a Request for Letters of Inquiry will be issued by the Fund for Lake Michigan in April 2013; and

WHEREAS, the Interim Parks Director respectfully recommends that the DPRC be authorized to submit Fund for Lake Michigan Letters of Inquiry and full grant proposals, and that it be authorized to undertake all actions and activities

43 necessary to accept and implement Fund for Lake Michigan grant awards  
44 offered to Milwaukee County; now, therefore

45

46 BE IT RESOLVED, that the Milwaukee County Board of Supervisors does  
47 hereby authorize the DPRC to submit Fund for Lake Michigan Letters of Inquiry  
48 and full proposals, and to undertake all actions and activities necessary to  
49 accept and implement Fund for Lake Michigan grant awards offered to  
50 Milwaukee County.

## MILWAUKEE COUNTY FISCAL NOTE FORM

**DATE:** April 2, 2013

Original Fiscal Note

Substitute Fiscal Note

**SUBJECT:** The DPRC Director is seeking authorization to submit Fund for Lake Michigan grant applications.

**FISCAL EFFECT:**

- |   |  |
|---|--|
| <input checked="" type="checkbox"/> No Direct County Fiscal Impact<br><input type="checkbox"/> Existing Staff Time Required<br><input type="checkbox"/> Increase Operating Expenditures<br>(If checked, check one of two boxes below)<br><input type="checkbox"/> Absorbed Within Agency's Budget<br><input type="checkbox"/> Not Absorbed Within Agency's Budget<br><input type="checkbox"/> Decrease Operating Expenditures<br><input type="checkbox"/> Increase Operating Revenues<br><input type="checkbox"/> Decrease Operating Revenues | <input type="checkbox"/> Increase Capital Expenditures<br><input type="checkbox"/> Decrease Capital Expenditures<br><input type="checkbox"/> Increase Capital Revenues<br><input type="checkbox"/> Decrease Capital Revenues<br><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
<b>Operating Budget</b>	Expenditure	0	0
	Revenue	0	0
	Net Cost	0	0
<b>Capital Improvement Budget</b>	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. <sup>1</sup> 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 authorization to apply for Fund for Lake Michigan (FFLM) grants and accept such grants if awarded to the department. FFLM grants are awarded to projects that focus on enhancing the health of shore waters through habitat preservation and restoration and reducing pollutants

B. Fund for Lake Michigan grants do not require a local match. However, submittals that include partial funding or in-kind donations of staff resources, services or materials typically rank higher than proposals without such contributions.

C. No Impact

D. None

Department/Prepared By    Laura Schloesser/DPRC

Authorized Signature       \_\_\_\_\_

Did DAS-Fiscal Staff Review?        Yes        No

Did CBDP Review?<sup>2</sup>                        Yes        No     Not Required

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<sup>1</sup> 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  
JAMES KEEGAN, INTERIM DIRECTOR OF PARKS, RECREATION AND CULTURE

Date: April 2, 2013

To: Chairwoman Marina Dimitrijevic, County Board of Supervisors

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

Subject: **Authorization to Submit Great Lakes Restoration Initiative Grant Applications – ACTION**

## POLICY

The Interim Director of the Department of Parks, Recreation and Culture (DPRC) is seeking authorization to submit one or more Great Lakes Restoration Initiative grant applications.

## BACKGROUND

The Great Lakes Restoration Initiative (GLRI) is the largest investment in the Great Lakes in two decades. A task force of 11 federal agencies developed an action plan to implement the initiative. This action plan covers fiscal years 2010 through 2014 and addresses five urgent issues:

1. Cleaning up toxics and Areas of Concern;
2. Combating invasive species;
3. Promoting near-shore health by protecting watersheds from polluted run-off;



4. Restoring wetlands and other habitats; and,
5. Tracking progress and working with strategic partners.

With input from citizens, three key priorities will guide restoration for 2013:

- Cleaning up Areas of Concern;
- Reducing the amount of nutrients entering the Lakes; and,
- Preventing the introduction of new invasive species.

Successful applicants will be issued either a grant or cooperative agreement, as appropriate. A cooperative agreement is an assistance agreement that is used when there is substantial federal involvement with the recipient during the performance of an activity or project. EPA awards cooperative agreements for those projects in which it expects to have substantial interaction with the recipient throughout the performance of the project.

There is no cost-sharing or matching requirement as a condition of eligibility for a GLRI grant. However, applicants are encouraged to work in partnership with governmental agencies, applicable regulatory entities, community groups, businesses, stakeholders, Indian tribes, states, cities, and counties to effectively and efficiently implement proposed projects. Participation could be in the form of project staffing, funding, design and implementation.

#### **RECOMMENDATION**

The Interim Parks Director respectfully recommends that the DPRC be authorized to submit GLRI grant applications and to undertake all actions and activities necessary to accept and implement any GLRI grants awarded to Milwaukee County.

Prepared by: Bill Waldron, Natural Resources Specialist

**Recommended by:**

**Approved by:**

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Laura Schloesser, Chief of Administration   James Keegan, Interim Parks  
Director  
& External Affairs

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

(ITEM NO. ) From the Interim Director, Department of Parks, Recreation and Culture (DPRC), seeking authorization to submit one or more Great Lakes Restoration Initiative (GLRI) grant applications, by recommending adoption of the following:

**A RESOLUTION**

WHEREAS, the GLRI is the largest investment in the Great Lakes in two decades; and

WHEREAS, a task force of 11 federal agencies developed an action plan to implement the initiative; and

WHEREAS, this action plan covers fiscal years 2010 through 2014 and addresses five urgent issues:

1. Cleaning up toxics and Areas of Concern;
2. Combating invasive species;
3. Promoting near-shore health by protecting watersheds from polluted run-off;
4. Restoring wetlands and other habitats;
5. Tracking progress and working with strategic partners.

; and

WHEREAS, with input from citizens, three key priorities will guide restoration for 2013:

- Cleaning up Areas of Concern;
- Reducing the amount of nutrients entering the Lakes; and,
- Preventing the introduction of new invasive species.

; and

WHEREAS, there is no cost-sharing or matching requirement as a condition of eligibility for a GLRI grant, although applicants are encouraged to

36 work in partnership with governmental agencies, applicable regulatory entities,  
37 community groups, businesses, stakeholders, Indian tribes, states, cities, and  
38 counties to effectively and efficiently implement proposed projects; and

39

40 WHEREAS, the Interim Parks Director respectfully recommends that the  
41 DPRC be authorized to submit GLRI grant applications, and to undertake all  
42 actions and activities necessary to accept and implement any GLRI grants  
43 awarded to Milwaukee County; now, therefore

44

45 BE IT RESOLVED, that the Milwaukee County Board of Supervisors does  
46 hereby authorize and direct the Department of Parks, Recreation and Culture to  
47 submit GLRI grant applications, and to undertake all actions and activities  
48 necessary to accept and implement any GLRI grants awarded to Milwaukee  
49 County.

50

51

## MILWAUKEE COUNTY FISCAL NOTE FORM

**DATE:** April 2, 2013

Original Fiscal Note

Substitute Fiscal Note

**SUBJECT:** The DPRC Director is seeking authorization to submit Great Lakes Restoration Initiative grant applications.

**FISCAL EFFECT:**

- |   |  |
|---|--|
| <input checked="" type="checkbox"/> No Direct County Fiscal Impact<br><input type="checkbox"/> Existing Staff Time Required<br><input type="checkbox"/> Increase Operating Expenditures<br>(If checked, check one of two boxes below)<br><input type="checkbox"/> Absorbed Within Agency's Budget<br><input type="checkbox"/> Not Absorbed Within Agency's Budget<br><input type="checkbox"/> Decrease Operating Expenditures<br><input type="checkbox"/> Increase Operating Revenues<br><input type="checkbox"/> Decrease Operating Revenues | <input type="checkbox"/> Increase Capital Expenditures<br><input type="checkbox"/> Decrease Capital Expenditures<br><input type="checkbox"/> Increase Capital Revenues<br><input type="checkbox"/> Decrease Capital Revenues<br><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
<b>Operating Budget</b>	Expenditure	0	0
	Revenue	0	0
	Net Cost	0	0
<b>Capital Improvement Budget</b>	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. <sup>1</sup> 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 authorization to apply for Great Lakes Restoration Initiative (GLRI) grants and accept such grants if awarded to the department. The Great Lakes Restoration Initiative (GLRI) is the largest investment in the Great Lakes in two decades. This action plan covers fiscal years 2010 through 2014 and addresses five urgent issues.

B. There is no cost-sharing or matching requirement as a condition of eligibility for a GLRI grant.

C. No Impact

D. None

Department/Prepared By Laura Schloesser/DPRC

Authorized Signature \_\_\_\_\_

Did DAS-Fiscal Staff Review?  Yes  No

Did CDBP Review?<sup>2</sup>  Yes  No  Not Required

<sup>1</sup> 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  
JAMES KEEGAN, INTERIM DIRECTOR OF PARKS, RECREATION AND CULTURE

**Date:** April 3, 2013

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

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

**Subject:** **Authorization to Submit Wisconsin Department of Natural Resources Stewardship Program Grant Applications - ACTION**

## **POLICY**

The Interim Director of the Department of Parks, Recreation and Culture (DPRC) is seeking authorization to submit one or more Stewardship Program grant applications.

## **BACKGROUND**

The State of Wisconsin Stewardship Program encompasses the following programs/funding sources:

- Aids for the Acquisition and Development of Local Parks
- Urban Green Space
- Urban Rivers
- Acquisition of Development Rights
- Federal Land and Water Conservation Fund
- Federal Recreational Trails Act

The Stewardship Program is designed to facilitate and promote “nature-based outdoor recreation” which is defined as hunting, trapping, fishing, hiking, cross



country skiing, and other activities where the primary focus or purpose is the appreciation or enjoyment of nature. Other activities may include, but are not limited to, bicycling, wildlife or nature observation, camping, nature study, picnicking, canoeing and multi-use trail activities.

Support facilities that enhance nature-based outdoor recreation and/or improve disabled accessibility are also eligible for Stewardship funding. Examples of such enhancements include access roads, parking areas, camping facilities habitat restoration, utility and sanitation systems, and interpretive items.

In the Urban Rivers category, development of habitat restoration projects that serve public recreation or resource conservation purposes, including river riparian buffer rehabilitation-establishment of native vegetation and control exotic species, shoreland enhancements following dam removal, and shoreline stabilization as part of an overall urban rivers recreation project. Urban Green Space allows the purchase of land for noncommercial gardening in urban areas.

The Stewardship Program is administered by the State of Wisconsin Department of Natural Resources. Funds are provided on a 1:1 state-local cost-share basis, and payment of grant awards is on a reimbursement basis.

**RECOMMENDATION**

The Interim Parks Director respectfully recommends that the DPRC be authorized to submit one or more Stewardship Program grant applications, and to undertake all actions and activities necessary to accept and implement Stewardship grant awards offered to Milwaukee County.

Prepared by: Bill Waldron, Natural Resources Specialist

**Recommended by:**

**Approved by:**

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Laura Schloesser, Chief of  
Director  
Administration & External Affairs

James Keegan, Interim Parks

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

(ITEM NO. ) From the Interim Director, Department of Parks, Recreation and Culture (DPRC), seeking authorization to submit one or more Stewardship Program grant applications, by recommending adoption of the following:

**A RESOLUTION**

WHEREAS, the Stewardship Program encompasses several funding sources designed to facilitate and promote “nature based outdoor recreation” which is defined as hunting, trapping, fishing, hiking, cross country skiing, and other activities where the primary focus or purpose is the appreciation or enjoyment of nature; and

WHEREAS, support facilities that enhance nature-based outdoor recreation and/or improve disabled accessibility such as access roads, parking areas, camping facilities habitat restoration, utility and sanitation systems, and interpretive items are also eligible for Stewardship funding; and

WHEREAS, the Stewardship Program is administered by the State of Wisconsin Department of Natural Resources; and

WHEREAS, Stewardship funds are provided on a 1:1 state-local cost-share basis, and payment of a grant awards takes place on a reimbursement basis; and

WHEREAS, the Interim DPRC Director respectfully recommends that the DPRC be authorized to submit one or more Stewardship Program grant applications, and to undertake all actions and activities necessary to accept and implement Stewardship grant awards offered to Milwaukee County; now, therefore,

BE IT RESOLVED, that the Milwaukee County Board of Supervisors does hereby authorize the Department of Parks, Recreation and Culture to submit one or more Stewardship Program grant applications, and to undertake all actions and activities necessary to accept and implement Stewardship grant awards offered to Milwaukee County.

## MILWAUKEE COUNTY FISCAL NOTE FORM

**DATE:** April 2, 2013

Original Fiscal Note

Substitute Fiscal Note

**SUBJECT:** From the Director, Department of Parks, Recreation and Culture (DPRC), seeking authorization to submit one or more Stewardship Program grant applications.

**FISCAL EFFECT:**

- |   |  |
|---|--|
| <input checked="" type="checkbox"/> No Direct County Fiscal Impact<br><input type="checkbox"/> Existing Staff Time Required<br><input type="checkbox"/> Increase Operating Expenditures<br>(If checked, check one of two boxes below)<br><input type="checkbox"/> Absorbed Within Agency's Budget<br><input type="checkbox"/> Not Absorbed Within Agency's Budget<br><input type="checkbox"/> Decrease Operating Expenditures<br><input type="checkbox"/> Increase Operating Revenues<br><input type="checkbox"/> Decrease Operating Revenues | <input type="checkbox"/> Increase Capital Expenditures<br><input type="checkbox"/> Decrease Capital Expenditures<br><input type="checkbox"/> Increase Capital Revenues<br><input type="checkbox"/> Decrease Capital Revenues<br><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
<b>Operating Budget</b>	Expenditure	0	0
	Revenue	0	0
	Net Cost	0	0
<b>Capital Improvement Budget</b>	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. <sup>1</sup> 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 authorization to apply for Stewardship grants and accept such grants if awarded to the department. The Stewardship Program is designed to facilitate and promote "nature based outdoor recreation" which is defined as hunting, trapping, fishing, hiking, cross country skiing, and other activities where the primary focus or purpose is the appreciation or enjoyment of nature.
- B. The Stewardship Program is administered by the State of Wisconsin Department of Natural Resources. Funds are provided on a 1:1 state-local cost-share basis, and payment of a grant awards takes place on a reimbursement basis.
- C. No Impact
- D. None

Department/Prepared By    Laura Schloesser/DPRC

Authorized Signature \_\_\_\_\_

Did DAS-Fiscal Staff Review?        Yes        No

Did CBDP Review?<sup>2</sup>        Yes        No     Not Required

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<sup>1</sup> 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  
JAMES KEEGAN, INTERIM DIRECTOR OF PARKS, RECREATION AND CULTURE

Date: April 2, 2013

To: Chairwoman Marina Dimitrijevic, Milwaukee County Board of Supervisors

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

Subject: **Authorization to Submit a State of Wisconsin Department of Natural Resources County Snowmobile Trails Aids Grant Application – ACTION**

### POLICY

The Department of Parks, Recreation and Culture (“DPRC”) is seeking authorization to submit a State of Wisconsin Department of Natural Resources (“WDNR”) County Snowmobile Trails Aids grant application.

### BACKGROUND

WDNR’s County Snowmobile Trails Aids Program is designed to provide a statewide system of well signed and groomed snowmobile trails for public use and enjoyment. Funded activities include signing, grading, brushing, and bridge construction.

Because only counties are eligible to apply for these grants, DPRC acts as a state approved agent, providing the program grant funding to local snowmobile



organizations/clubs so that the organizations/clubs can make necessary improvements to county trails. The process works as follows:

1. A snowmobile organization/club submits costs associated with trail development or maintenance to WDNR.
2. WDNR reviews these expenses and issues a check to DPRC for those costs that are eligible for reimbursement.
3. After receiving the reimbursement check from WDNR, DPRC issues a check to the snowmobile organization for the same amount.
4. No additional out-of-pocket costs are incurred.

DPRC has, with County Board authorization, applied for snowmobile grants on behalf of local snowmobile clubs in the past, and the local clubs have operated and maintained trails without any reported problems, and without any expense to the County.

### **RECOMMENDATION**

The Interim Parks Director respectfully recommends that DPRC be authorized to submit a WDNR County Snowmobile Trails Aids grant application, and to undertake all actions and activities necessary to accept and implement the grant if awarded to Milwaukee County.

Prepared by: Bill Waldron, Natural Resources Specialist/DPRC

**Recommended by:**

**Approved by:**

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Laura Schloesser, Chief of  
Administration and External Affairs

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James Keegan, Interim Parks  
Director

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

Supv. Gerry Broderick, Chair, Parks, Energy & Environment Committee  
Supv. Jason Haas, Vice-Chair, Parks, Energy & Environment Committee  
DanLaurila, Fiscal Mgt. Analyst, Admin & Fiscal Affairs/DAS  
Janelle Jensen, Parks, Energy & Environment Committee Clerk  
Jessica Janz-McKnight, Research Analyst, County Board

(ITEM NO. ) From the Interim Director, Department of Parks, Recreation and Culture, seeking authorization to submit a State of Wisconsin Department of Natural Resources County Snowmobile Trails Aids grant application, by recommending adoption of the following:

**A RESOLUTION**

WHEREAS, the Wisconsin Department of Natural Resources' (WDNR's) County Snowmobile Trails Aids Program is designed to provide a statewide system of well signed and groomed snowmobile trails for public use and enjoyment; and

WHEREAS, funded activities include signing, grading, brushing, and bridge construction; and

WHEREAS, only counties are eligible to apply for the grants; and

WHEREAS, the Department of Parks, Recreation and Culture (DPRC) acts as a State approved agent, providing program grant funding to local, i.e. county, snowmobile organizations/clubs so that the organizations/clubs can make necessary improvements to county trails; and

WHEREAS, DPRC has, with County Board authorization, applied for snowmobile grants on behalf of local snowmobile organizations/clubs in the past, and the local clubs have operated and maintained trails without any reported problems or expenses to Milwaukee County; and

WHEREAS, the Interim Parks Director respectfully recommends that DPRC be authorized to submit a WDNR County Snowmobile Trails Aids grant application, and to undertake all actions and activities necessary to accept and implement the grant if awarded to the department; now, therefore

BE IT RESOLVED, that the Milwaukee County Board of Supervisors does hereby authorize the Department of Parks, Recreation and Culture to submit a State of Wisconsin Department of Natural Resources County Snowmobile Trails Aids grant application, and to undertake all actions and activities necessary to accept and implement the grant if awarded to Milwaukee County.

## MILWAUKEE COUNTY FISCAL NOTE FORM

**DATE:** April 2, 2013

Original Fiscal Note

Substitute Fiscal Note

**SUBJECT:** Authorization to submit a State of Wisconsin Department of Natural Resources County Snowmobile Trails Aids Grant Application.

**FISCAL EFFECT:**

- |  |  |
|--|--|
| <input checked="" type="checkbox"/> No Direct County Fiscal Impact<br><input checked="" type="checkbox"/> Existing Staff Time Required<br><input type="checkbox"/> Increase Operating Expenditures<br>(If checked, check one of two boxes below)<br><input type="checkbox"/> Absorbed Within Agency's Budget<br><input type="checkbox"/> Not Absorbed Within Agency's Budget<br><input type="checkbox"/> Decrease Operating Expenditures<br><input type="checkbox"/> Increase Operating Revenues<br><input type="checkbox"/> Decrease Operating Revenues | <input type="checkbox"/> Increase Capital Expenditures<br><input type="checkbox"/> Decrease Capital Expenditures<br><input type="checkbox"/> Increase Capital Revenues<br><input type="checkbox"/> Decrease Capital Revenues<br><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
<b>Operating Budget</b>	Expenditure	0	0
	Revenue	0	0
	Net Cost	0	0
<b>Capital Improvement Budget</b>	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. <sup>1</sup> 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. DPRC is requesting authorization to apply for State of Wisconsin Department of Natural Resources County Snowmobile Trails Aids Programs grants on behalf of local snowmobile organizations/clubs. DPRC accepts the grant awards and distributes the funds to the organizations to provide for the necessary improvements to county trails managed and maintained by the organizations/clubs.

B. None.

C. No Impact.

D. None.

Department/Prepared By Laura Schloesser/DPRC

Authorized Signature \_\_\_\_\_

Did DAS-Fiscal Staff Review?  Yes  No

Did CDBP Review?<sup>2</sup>  Yes  No  Not Required

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<sup>1</sup> 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  
 JAMES KEEGAN, INTERIM DIRECTOR OF PARKS, RECREATION AND CULTURE

**Date:** April 2, 2013

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

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

**Subject:** **Authorization to Submit Milwaukee Metropolitan Sewerage District Green Infrastructure Partnership Program Grant Applications – ACTION**

## POLICY

The Interim Director of the Department of Parks, Recreation and Culture (DPRC) is seeking authorization to submit one or more Milwaukee Metropolitan Sewerage District (MMSD) Green Infrastructure Partnership Program grant applications.

## BACKGROUND

The Milwaukee Metropolitan Sewerage District (MMSD) is providing funding to increase green infrastructure (GI) implementation and innovation within its service area through the Green Infrastructure Partnership Program. Green infrastructure technologies capture and reduce pollutant loadings to area waterways and reduce flows that must be conveyed and treated by MMSD sewers and reclamation facilities. Examples include constructed wetlands, native landscaping, porous pavement, stormwater trees, bioswales, greenways, and rain gardens. MMSD's interest in GI is to increase the implementation of

innovative approaches to wet weather management that are cost-effective, sustainable, and environmentally friendly.

Up to \$700,000 will be awarded through this program annually. Applicants are required to provide a minimum 50% cost-share match (cash and/or in-kind). If a project is accepted in the program, the applicant will be required to enter into either an interagency agreement or a contractual arrangement with MMSD. Interagency agreements will extend for a maximum two-year term. This is a reimbursement program, and no invoices will be processed until the project is complete.

Wet weather management measures typically are installed along river corridors. The DPRC owns much of the land along the river corridors in Milwaukee County, and since the protection and improvement of land and water resources is an important part of the DPRC's mission, there is a need and an interest on the part of the DPRC to utilize GI measures to the fullest extent practicable. The MMSD Green Infrastructure Partnership Program provides an opportunity for the DPRC to off-set some of the costs associated with the installation of those practices.

#### **RECOMMENDATION**

The Interim Parks Director respectfully recommends that the DPRC be authorized to submit one or more MMSD Green Infrastructure Partnership Program grant applications, and to undertake all actions and activities necessary to accept and implement Green Infrastructure Partnership Program grant awards offered to Milwaukee County.

Prepared by: Bill Waldron, Natural Resources Specialist

**Recommended by:**

**Approved by:**

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Laura Schloesser, Chief of Administration  
Director

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James Keegan, Interim Parks

& External Affairs

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

(ITEM NO. ) From the Interim Director, Department of Parks, Recreation and Culture (DPRC), seeking authorization to submit Milwaukee Metropolitan Sewerage District Green Infrastructure Partnership Program grant applications, by recommending adoption of the following:

**A RESOLUTION**

WHEREAS, the Milwaukee Metropolitan Sewerage District (MMSD) is providing funding to increase green infrastructure (GI) implementation and innovation within its service area through the Green Infrastructure Partnership Program; and

WHEREAS, GI technologies capture and reduce pollutant loadings to area waterways and reduce flows that must be conveyed and treated by MMSD sewers and reclamation facilities; and

WHEREAS, MMSD's interest in GI is to increase the implementation of innovative approaches to wet weather management that are cost-effective, sustainable, and environmentally friendly; and

WHEREAS, up to \$700,000 will be awarded through this program annually, and applicants are required to provide a minimum 50% cost-share match (cash and/or in-kind); and

WHEREAS, there is a need and an interest on the part of the DPRC to utilize GI measures to the fullest extent practicable given that the DPRC owns much of the land along the river corridors in Milwaukee County, and that the protection and improvement of land and water resources is an important part of the DPRC's mission; and

WHEREAS, the Interim Parks Director respectfully recommends that the DPRC be authorized to submit one or more MMSD Green Infrastructure Partnership Program grant applications, and to undertake all actions and activities necessary to accept and implement Green Infrastructure Partnership Program grant awards offered to Milwaukee County; now, therefore

BE IT RESOLVED, that the Milwaukee County Board of Supervisors does hereby authorize the DPRC to submit one or more MMSD Green Infrastructure Partnership Program grant applications, and to undertake all actions and

44 activities necessary to accept and implement Green Infrastructure Partnership  
45 Program grant awards offered to Milwaukee County.  
46  
47

## MILWAUKEE COUNTY FISCAL NOTE FORM

**DATE:** April 2, 2013

Original Fiscal Note

Substitute Fiscal Note

**SUBJECT:** The DPRC Director is seeking authorization to submit one or more Milwaukee Metropolitan Sewerage District Green Infrastructure Partnership Program grant applications.

**FISCAL EFFECT:**

- |   |  |
|---|--|
| <input checked="" type="checkbox"/> No Direct County Fiscal Impact<br><input type="checkbox"/> Existing Staff Time Required<br><input type="checkbox"/> Increase Operating Expenditures<br>(If checked, check one of two boxes below)<br><input type="checkbox"/> Absorbed Within Agency's Budget<br><input type="checkbox"/> Not Absorbed Within Agency's Budget<br><input type="checkbox"/> Decrease Operating Expenditures<br><input type="checkbox"/> Increase Operating Revenues<br><input type="checkbox"/> Decrease Operating Revenues | <input type="checkbox"/> Increase Capital Expenditures<br><input type="checkbox"/> Decrease Capital Expenditures<br><input type="checkbox"/> Increase Capital Revenues<br><input type="checkbox"/> Decrease Capital Revenues<br><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
<b>Operating Budget</b>	Expenditure	0	0
	Revenue	0	0
	Net Cost	0	0
<b>Capital Improvement Budget</b>	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. <sup>1</sup> 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 authorization to apply for MMSD Green Infrastructure Partnership Program grants. Green infrastructure technologies capture and reduce pollutant loadings to area waterways and reduce flows that must be conveyed and treated by MMSD sewers and reclamation facilities.

B. Up to \$700,000 will be awarded through this program annually. Applicants are required to provide a minimum 50% cost-share match (cash and/or in-kind). This is a reimbursement program, and no invoices will be processed until the project is complete.

C. No Impact

D. None

Department/Prepared By    Laura Schloesser/DPRC

Authorized Signature       \_\_\_\_\_

Did DAS-Fiscal Staff Review?        Yes        No

Did CBDP Review?<sup>2</sup>                        Yes        No     Not Required

<sup>1</sup> 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.