



OFFICE OF THE COUNTY EXECUTIVE
Milwaukee County
CHRIS ABELE • COUNTY EXECUTIVE

Date: March 28, 2014
To: Marina Dimitrijevic, Chairwoman, Milwaukee County Board of Supervisors
From: Chris Abele, County Executive
Subject: Appointment of Ms. Paula Penebaker to the Milwaukee County Federated Library System Board of Directors

Subject to the confirmation of your honorable body and pursuant to the provisions set forth in Wisconsin Statutes Sec. 43.19 (1)(a), I am hereby appointing Ms. Paula Penebaker to serve on the Milwaukee County Federated Library System Board. Ms. Penebaker is filling a citizen member position on the Board and her term will expire on December 31, 2016.

Your consideration and confirmation will be appreciated.

Sincerely,

Chris Abele
County Executive

cc: Supervisor Gerry Broderick, Chair, Parks, Energy and Environment Committee
Kelly Bablitch, Chief of Staff, County Board
Alexis Gassenhuber, Committee Clerk
Jim Gingery, Director, MCFLS
Paula Penebaker

PAULA H. PENEBAKER

Home:
W Coventry Ct, Milwaukee, WI 53217

BIOGRAPHY

Paula Penebaker has enjoyed the benefits of a long and varied professional life. From her start as a bank management trainee to a career in information systems at one of the nation's most admired organizations, The Procter & Gamble Company and back to banking as an HR professional she has learned invaluable lessons.

Paula's unique background has prepared her to serve in a leadership capacity at a nonprofit where the skills she learned, leading up to having been named to her current position as President/CEO of the YWCA Southeast, have all been tested. Each uncharted career change helped her grow and develop in equal measures as a person and a professional. During her career at the YWCA, she has served as chair of a regional board of directors and currently serves as board chair of the YWCA USA.

Community service is important to Paula. She is a member of the Rotary Club of Milwaukee, Delta Sigma Theta Sorority and the Milwaukee (WI) Chapter of The Links Incorporated. She serves on the Marquette University's College of Professional Studies Advisory Council and as a Public Policy Forum Trustee. Her work in the community has resulted in her having received several honors: The Community Brainstorming Conference's *Ordinary People Doing Extraordinary Things: Excellence in Nonprofit Leadership Impacting the Community*; The Milwaukee Business Journal's *Women of Influence Award*; and the North Central Service Club's *Professional Excellence Award*. Paula is also a member of Professional Dimensions, a women's organization that promotes the professional and personal growth of its members through civic engagement.

On a personal note, Paula holds B.S. degree from Xavier University (Edgecliff College), Cincinnati, OH. She is a voracious reader, an avid sports fan and enjoys travel. Paula has two adult children and three grandchildren with who she enjoys spending time.

**COUNTY OF MILWAUKEE
INTEROFFICE COMMUNICATION**

DATE: March 25, 2014
TO: Supervisor Gerry Broderick, Chair, Parks, Energy & Environment Committee
FROM: Gordie Bennett, Sustainability Director, DAS-Facilities Management
SUBJECT: Status Update - Milwaukee County's Green Print (INFORMATIONAL)

Background

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

Recommendation

No action requested. Informational only unless otherwise directed.

Prepared by: Gordie Bennett, Sustainability Director

Approved by:



Julie Esch, Director of Operations, DAS

Attachment: April 2014 Update - Milwaukee County's Green Print

Cc: Marina Dimitrijevic, County Board Chairwoman
Kelly Bablitch, Chief of Staff, County Board
Alexis Gassenhuber, Clerk, Parks, Energy & Environment Committee
Chris Abele, County Executive
Amber Moreen, Chief of Staff, County Executive
Raisa Koltun, Director of Legislative Affairs, County Executive
Don Tyler, Director, DAS
Josh Fudge, Fiscal and Budget Administrator, DAS

April 2014 Update - Milwaukee County's Green Print

Prepared March 25, 2014 by:
Gordie Bennett
Sustainability Director

1. Performance Contracting / Construction

- a) Architectural, Engineering and Environmental Services (AE &ES) recently prepared Leadership in Energy and Environmental Design (LEED) checklists for two projects: War Memorial HVAC Improvements and Central Fleet Maintenance Building Remodeling. Although the projects are not slated for LEED certification, their designs will meet most of the applicable criteria of LEED 2009 - New Construction & Renovations.
- b) Since 2012, approximately 90 percent of construction and demolition waste generated by Milwaukee County was diverted from the landfill.
- c) Architectural Services is working with the Focus on Energy (FoE) Design Assistance Program to identify and model energy-saving options for the Central Fleet Maintenance Building Remodeling project. The preferred option would yield annual energy savings of approximately 964 MMBtu or about \$32,000. With FoE incentives, the incremental cost of this option would be recovered in just over three years.

2. Resource Management

- a) At the request of the Office of Sustainability, local non-profit Keep Greater Milwaukee Beautiful completed a trash study at the County Courthouse in February 2014. The study found that approximately 30 percent of trash collected from the building is recyclable. The Office of Sustainability will work with Facilities Services to increase awareness of and support for the Courthouse recycling program.
- b) In summer 2013, the Department of Parks, Recreation & Culture - Natural Areas staff worked with Student Conservation Association volunteers and other community organizations to plant a rain garden and nearly 800 trees at Grant Park.
- c) Environmental Services has completed Milwaukee County's NR 216 Annual Stormwater Report. The report is a required submission to the Wisconsin Department of Natural Resource as part of the County's stormwater permit. The report will be posted to the following web page after March 31, 2014:
<http://county.milwaukee.gov/EnvironmentalService23109.htm>
- d) In 2013, the Department of Transportation installed porous pavement shoulders and a gravel wetland along 107th Street, also known as County Trunk Highway F. The green infrastructure project, funded in part by the Milwaukee Metropolitan Sewerage District, will cleanse and manage over 35,000 gallons of rainwater.

3. Alternative Energy

- a) To date, Milwaukee County has implemented six solar photovoltaic (PV) systems and three solar hot water systems. In total, the nine systems generate about 104,000 kWh of clean, renewable power per year - roughly equivalent to the electricity used to power 10 homes.
- b) As directed by the County Board in January 2014, Airports is making preparations to conduct a solar feasibility study at General Mitchell International Airport (GMIA). In addition, the Office of Sustainability is preparing a report to the County Board for its May 2014 meeting cycle that will outline steps for examining and implementing solar energy opportunities on other County-owned properties.
- c) During 2013, the Milwaukee County Zoo added a number of solar tubes to the train garage and hay barn, increasing the use of natural day lighting in these areas.
- d) Airports continues to add compressed natural gas (CNG) vehicles to the GMIA fleet, which now includes 12 CNG shuttles, two CNG sedans, and one CNG garbage truck. During 2013, Airports saved over \$100,000 by using CNG rather than gasoline. Fuel cost savings allow Airports to recover the \$20,000 incremental cost of a CNG shuttle vs. an unleaded fuel shuttle within three years.

4. Education

- a) Milwaukee County's first-ever 'Kill-a-Watt' Challenge to cut electricity use was a success. The County's overall electricity use from May-October 2013 was 2.7 percent less than that of same period in 2012. So the County met Executive Abele's goal of a two percent reduction.

By consuming 1,506,000 kWh less electricity than last year, the County avoided approximately \$128,000 in electricity costs. The electricity use reduction provided an environmental benefit equivalent to:

- Taking 200 cars off the road one year or,
- Preserving eight acres of forest; or,
- Taking 140 homes off the electricity grid for one year.

Winners of the May-October energy conservation program, which was coordinated by the Office of Sustainability, included:

- Biggest reduction in total electricity use: GMIA
- Biggest percentage reduction in electricity use: Research Park
- Overall reduction in electricity use: House of Correction

- b) In October 2013, the Office of Sustainability published the inaugural issue of *Sustainability Update*, an electronic newsletter that promotes Milwaukee County's

environmental stewardship activities. A winter edition was published in January 2014, and the spring 2014 edition will soon be released – to sign up for future issues, visit <http://county.milwaukee.gov/sustain>.

- c) Milwaukee County and the Wisconsin Green Building Alliance are partnering to offer quarterly 'Sustainable Building for Municipalities' workshops in 2014. The first workshop, which covered essential concepts in LEED, was held on February 24, 2014 and was attended by 20 people representing six different governmental organizations.
- d) In fall 2013, the Office of Sustainability reconvened Milwaukee County's Recycling Team and Energy Team. The Recycling Team studies and recommends ways to reduce solid waste and increase reuse and recycling in County facilities. The Energy Team works to improve awareness and management of energy resources used by the County. Both teams meet every other month and new members are always welcome.
- e) The Office of Sustainability is working with the Wellness Committee to plan a 'Bike to Work Day' event in May 2014. The event will likely feature guided bicycle rides to the Courthouse that highlight Milwaukee County's Oak Leaf Trail and the new Kinnickinnic River Trail.
- f) During 2013, a team of Milwaukee County staff quietly logged more than 2,800 miles by bicycle during the National Bike Challenge, a free program intended to get people on their bikes for exercise, fun, transportation, etc. each May-September. In the coming months, the Office of Sustainability and Wellness Program hope to inspire many more County employees to participate with the 2014 National Bike Challenge.
- g) Environmental Services hosted the Southeast Area Land and Water Conservation Association's fall 2013 tour on October 9, 2013. The daylong tour highlighted land and water conservation best practices in Milwaukee County, with stops at Bradford Beach, Three Bridges Park, and the Milwaukee Rotary Centennial Arboretum.
- h) Milwaukee County continues to raise environmental awareness in the community by hosting annual events like the Green Living Festival at Mitchell Park Domes, Earth Day celebration at Wehr Nature Center, and the Zoo's Party for the Planet.

5. Staffing / Resources

- a) In October 2013, Tim Detzer of Environmental Services was hired to the position of Managing Environmental Engineer. Tim previously served as Environmental Engineer since 2000.
- b) In spring 2013, AE & ES hired Bill Banach as its new Principal Architect. A LEED accredited professional, Bill brings over 20 years of architectural experience to the position. Bill has managed and been involved on a wide variety of projects that have

earned LEED certification or that have stringently followed the guidelines associated with LEED and sustainability.

6. Energy Efficiency Audits

- a) Total energy use for all Milwaukee County facilities increased by eight percent from 2012 to 2013. Energy costs were up by four percent. However, adjusted for weather, total energy use was about the same in 2012 and 2013. So, the colder weather had a significant impact on the County's energy use in 2013.
- b) Total electricity use decreased by three percent from 2012 to 2013. The decrease may be partly due to reduced demand for air conditioning. In addition, energy conservation efforts such as the 'Kill-a-Watt' Challenge and ongoing energy efficiency upgrades have helped to reduce power use.
- c) Parks, Recreation & Culture is working with Pepsi to remove lamps from 20 beverage vending machines. By delamping the machines, which run continuously from April-October, the Department will avoid approximately 9,400 kilowatt hours (about \$850) in electricity per year. This provides an environmental benefit equivalent to recycling 2.5 tons of waste or conserving 740 gallons of gasoline.
- d) With support from FoE, Airports recently completed a retro-commissioning (RCx) study that identifies and recommends fixes ('Facility Improvement Measures; FIMs) to issues with GMIA's heating, ventilation, and air conditioning (HVAC) systems. Airports hopes to implement all the FIMs identified in the study, which are anticipated to save more than 660,000 kWh of electricity and 200,000 therms of natural gas per year, for a total annual cost savings of approximately \$150,000.

7. Procurement

- a) During 2013, the Zoo replaced approximately 36 inefficient high-pressure sodium and metal halide fixtures with more efficient light-emitting diode (LED) and florescent fixtures. The simple payback for replacing the fixtures is about 1.5 years.
- b) As part of its computer/monitor replacement plan, Airports is upgrading the Flight Information Display System (FIDS) at GMIA. The \$113,000 project is expected to yield energy cost savings of about \$28,000 per year, paying for the FIDS in about four years.



Date: March 31, 2014

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 2014 – 1st 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.

The museum board of directors announced the selection of Dennis Kois as the new president, effective May 1st. A native of Milwaukee and a graduate of UW-Milwaukee, Dennis returns to the area after having served in progressive leadership roles at the Metropolitan Museum of Art, two of the Smithsonian Institution's galleries, Executive Director of the Grace Museum in Abilene, TX and most recently as Executive Director of the deCordova Sculpture Park and Museum in Boston, MA.

For MPM, tough winter weather including three days in January of closure due to extreme cold cut into museum attendance levels. The *Scoop on Poop* exhibit, which ended mid-January, drew significantly fewer visitors than was anticipated.

BodyWorlds, the Cycle of Life exhibition opened to the public on February 6th and runs until mid-June. The exhibition focuses on health and lifestyle choices impacting the body from birth to death. This fascinating exhibition will be accompanied by "The Human Body" full dome film, which takes the visitor through the systems and structures beneath the skin and looks at the biological processes that go on without our control and often without our notice.

MPM's collective bargaining agreement with AFSME was scheduled to expire June 30th, 2013. The parties initially agreed to a six month extension and subsequently agreed to a new three-year contract that will expire December 31, 2016.

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

Milwaukee Public Museum

Some of the program activities during the quarter included:

- Fifteen students from Carmen High School and Boys & Girls Club completed the first of two semesters in the NASA sponsored CREATE program. On December 31, MPM celebrated their achievement by hosting them and their families for a day at the museum.
- Education staff continued their collaborative efforts with several partners – Milwaukee Succeeds/Read to Succeed, MPS, local charter schools and Children’s Hospital as well as local and state curriculum specialists.
- A new, energy-efficient lighting system was installed in the Crow Indian Bison Hunt. We hope to expand this lighting improvement to other areas as resources allow.

Financial Results

Attached are unaudited financial statements for the 1st half of fiscal 2014 ending February 28th. The museum has a \$0.25 million deficit through the first 6 months. While a loss, this compares favorably by \$0.625 million to the planned loss and is \$0.40 million ahead of prior year for the same period. Operating revenues of \$7.3 million are \$0.60 million below plan. Higher revenues this fiscal year compared to last are a result of the Discovery World building purchase being released from restriction. Lower admissions and retail revenues are due to soft attendance levels. Operating expenses are running \$0.45 million (6.4%) below plan, helping to offset the revenue shortfall. Favorable non-operating impacts include unplanned investment income of \$0.67 million to date on investments.

MPM’s remaining term debt has been further reduced to \$1.8 million as payments from debt reduction gift commitments have been used to lower debt principal. In addition, MPM has \$140,000 outstanding in a term loan related to the theater renovations which will be paid off in July 2014. The museum’s line of credit stands at \$500,000 as of the end of February.

MPM continues to have a significant liability for retiree pension, medical and life insurance costs for former county employees. Invested pension assets continue to grow. MPM is at 95.4% funding of the projected pension benefit obligation as of the end of February. Retiree medical benefits continue to represent a \$4.6 million liability for MPM.

Looking Forward

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

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

MPM Consolidated Statement of Activities for the Six Months Ended 2/28/14					
	YTD	YTD		Prior Year	Prior Year
	<u>Actual</u>	<u>Budget</u>	<u>Dev</u>	<u>Actual</u>	<u>Change</u>
Revenue:					
Contributions and Membership	1,880,524	1,959,382	(78,858)	1,646,671	233,853
Special Event Revenue	486,313	538,900	(52,587)	532,934	(46,620)
Public Support	1,750,792	1,750,793	(1)	1,751,188	(396)
Admissions	657,528	1,014,260	(356,732)	1,041,944	(384,415)
Theatre/Planetarium	165,581	277,625	(112,044)	199,126	(33,545)
Programs	65,952	67,225	(1,273)	61,984	3,969
Contributed Services	45,066	0	45,066	14,470	30,596
Restaurant and Facility Rental	124,068	121,536	2,532	101,232	22,836
Retail	208,443	319,452	(111,009)	270,749	(62,306)
Other income	122,252	113,925	8,327	46,906	75,346
Net assets released from restrictions	1,789,391	1,739,716	49,675	575,455	1,213,936
Total Unrestricted Revenue	7,295,910	7,902,814	(606,903)	6,242,657	1,053,253
Operating Expenses:					
Cost of Goods Sold	87,357	148,372	(61,015)	117,147	(29,789)
Supplies	653,204	799,655	(146,451)	644,050	9,154
Salaries and Wages	2,838,784	2,905,382	(66,598)	2,893,973	(55,189)
Benefits	700,856	717,316	(16,460)	617,865	82,991
Travel	18,021	31,628	(13,607)	75,616	(57,594)
Insurance	55,904	55,637	267	89,033	(33,130)
Public Relations	308,035	428,689	(120,654)	377,139	(69,104)
Member/Donor Development	30,261	51,725	(21,464)	26,749	3,511
Subscriptions/Memberships	13,100	16,345	(3,245)	15,281	(2,181)
Maintenance	397,223	414,390	(17,167)	303,708	93,515
Utilities	529,025	518,917	10,108	506,126	22,899
Professional Fees	259,791	311,182	(51,391)	274,484	(14,693)
Interest Expense	83,598	43,558	40,040	109,736	(26,138)
Miscellaneous	41,555	61,874	(20,319)	56,801	(15,245)
Sales Tax Expense	12,496	14,500	(2,004)	13,783	(1,288)
Donated Services Used	45,066	0	45,066	0	45,066
Depreciation	603,714	612,252	(8,538)	617,636	(13,922)
Total Operating Expenses	6,677,991	7,131,423	(453,432)	6,739,126	(61,135)
Inc (dec) in unrestricted net assets before non operating items	617,919	771,391	(153,472)	(496,469)	1,114,389
Non Operating Items:					
Investment Earnings	249,274	0	249,274	197,189	52,085
Loss on Swap Liability	3,888	0	3,888	47,101	(43,213)
Pension & Post Retirement Expenses	(177,552)	(191,000)	13,448	(296,638)	119,086
Total Non Operating Items	75,611	(191,000)	266,611	(52,348)	127,959
Inc (dec) in unrestricted net assets	693,530	580,391	113,139	(548,818)	1,242,348
Changes in Temporarily Restricted Net Assets:					
Contributions	421,641	285,000	136,641	164,000	257,641
Investment Earnings	408,820	0	408,820	301,613	107,208
Contributed Services	0	0	0	0	0
Net assets released from restrictions for operations	(1,789,391)	(1,739,716)	(49,675)	(575,455)	(1,213,936)
Inc (dec) in temporarily restricted net assets	(958,930)	(1,454,716)	495,786	(109,842)	(849,088)
Changes in Permanently Restricted Net Assets:					
Contributions	5,000	0	5,000	0	5,000
Investment Earnings	10,057	0	10,057	7,646	2,411
Net assets released from restrictions for operations	0	0	0	0	0
Inc (dec) in permanently restricted net assets	15,057	0	15,057	7,646	7,411
Inc (dec) in Net Assets	(250,343)	(874,325)	623,982	(651,014)	400,671

Milwaukee Public Museum

	Consolidated	Consolidated	
	<u>2/28/14</u>	<u>8/31/13</u>	<u>Change</u>
Assets:			
Cash and cash equivalents	2,042,159	2,783,938	(741,779)
Investments	290,999	262,079	28,920
Accounts Receivable	61,411	54,894	6,517
Contributions Receivable - Current	921,771	1,246,820	(325,049)
Inventories, net	46,406	61,979	(15,573)
Prepaid Expenses	154,303	160,026	(5,723)
Total Current Assets	3,517,049	4,569,736	(1,052,687)
Other Assets:			
Cash and investments held for endowment	6,891,922	6,545,098	346,824
Contributions Receivable - Long Term	2,937,876	2,937,876	0
Other Long Term Assets	0	0	0
Total Other Assets	9,829,798	9,482,974	346,824
Property & Equipment:			
Gross Property & Equipment	31,829,514	30,758,392	1,071,122
Less-Accumulated depreciation	(16,831,420)	(16,244,242)	(587,178)
Net Property & Equipment	14,998,094	14,514,150	483,944
Total Assets	28,344,941	28,566,860	(221,919)
Liabilities and Net Assets:			
Accounts Payable	588,534	408,351	180,183
Accrued Payroll & Benefits	494,575	483,215	11,360
Deferred Revenue	959,574	1,100,311	(140,737)
Interest Payable	11,402	17,891	(6,489)
Accrued Postretirement Benefits - Current	107,063	107,063	0
Notes Payable - Current	1,070,000	945,000	125,000
Lease Payable - Current	14,997	0	14,997
Total Current Liabilities	3,246,144	3,061,831	184,313
Accrued Postretirement Benefits	5,842,708	5,815,187	27,521
Interest Rate Swap Liability	172,463	176,351	(3,888)
Notes Payable	1,397,000	1,627,000	(230,000)
Lease Payable	50,477	0	50,477
Total Liabilities	10,708,793	10,680,369	28,424
Net Assets:			
Unrestricted	7,488,487	6,794,957	693,530
Temporarily Restricted	6,292,188	7,251,118	(958,930)
Permanently Restricted	3,855,473	3,840,416	15,057
Total Net Assets	17,636,148	17,886,491	(250,343)
Total Liabilities and Net Assets	28,344,941	28,566,860	(221,919)



February 14, 2014

Milwaukee County Board Chairwoman Marina Dimitrijevic
Milwaukee County Executive Chris Abele

Enclosed are the War Memorial Center's unaudited financial statements for the quarter ending December 31, 2013. Please contact me if you have any questions.

Sincerely,

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

David J. Drent
Executive Director

Enclosures

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

War Memorial Center

2013 Operating Fund

Unaudited Statement of Cash Receipts and Disbursements - Cash Basis

DESCRIPTION	December	2013 UNAUDITED	2013 BUDGET	BETTER (WORSE)	PERCENT VARIANCE
Disbursements					
Salaries & Wages	\$30,524	\$459,455	\$605,000	\$145,545	24.1%
Temporary Service	\$3,710	\$36,937	\$0	(\$36,937)	0.0%
Employee Group Benefits	\$6,890	\$97,370	\$163,000	\$65,630	40.3%
Social Security Taxes	\$2,295	\$34,566	\$45,300	\$10,734	23.7%
Unemployment Insurance	\$196	\$7,935	\$8,100	\$165	2.0%
Worker's Compensation	\$0	\$12,022	\$13,600	\$1,578	11.6%
Personnel Services	\$43,615	\$648,285	\$835,000	\$186,715	22.4%
Ash & Rubbish Removal	\$479	\$18,546	\$22,000	\$3,454	15.7%
Fees Custodial	\$6,143	\$65,273	\$72,000	\$6,727	9.3%
*Consulting Fees	\$0	\$80,535	\$13,000	(\$67,535)	-519.5%
Audit Fees	\$0	\$8,100	\$12,000	\$3,900	32.5%
Sundry Contractual	\$0	\$0	\$5,000	\$5,000	100.0%
Professional Fees	\$6,622	\$172,454	\$124,000	(\$48,454)	-39.1%
Public Relations	\$0	\$0	\$0	\$0	0.0%
Advertising & Photography	\$8,360	\$42,027	\$45,000	\$2,973	6.6%
Printing Binding & Stationery	\$472	\$983	\$3,000	\$2,017	67.2%
Advertising & Promotion	\$8,832	\$43,010	\$48,000	\$4,990	10.4%
Meetings & Auto Allowance	\$2,301	\$5,983	\$7,500	\$1,517	20.2%
Meetings & Auto Allowance	\$2,301	\$5,983	\$7,500	\$1,517	20.2%
Insurance Premiums	\$0	\$23,577	\$20,000	(\$3,577)	-17.9%
PM Service Contracts	\$8,729	\$80,821	\$0	(\$80,821)	0.0%
Repairs & Maintenance Buildings	\$993	\$85,465	\$188,000	\$102,535	54.5%
Repairs & Maintenance Grounds	\$8,675	\$44,192	\$55,000	\$10,808	19.7%
Security Monitoring Fees	\$2,500	\$2,500	\$0	(\$2,500)	0.0%
Steam	\$7,709	\$245,335	\$285,000	\$39,665	13.9%
Electricity	\$9,042	\$373,906	\$450,000	\$76,094	16.9%
Gas	\$355	\$4,131	\$4,000	(\$131)	-3.3%
Water & Sewer	\$2,900	\$15,652	\$14,094	(\$1,558)	-11.1%
Telephone	\$678	\$6,047	\$8,000	\$1,953	24.4%
Employee Uniforms	\$0	\$580	\$2,000	\$1,420	71.0%
Household Supplies	\$1,424	\$13,503	\$17,000	\$3,497	20.6%
Sundry Supplies	\$1,386	\$7,925	\$5,000	(\$2,925)	-58.5%
Reserve Fund Expenses	\$0	\$76,695	\$0	(\$76,695)	0.0%
Contingency Fund	\$134,688	\$134,688	\$0	(\$134,688)	0.0%
Space & Utilities	\$179,079	\$1,115,017	\$1,048,094	(\$66,923)	-6.4%
Postage	\$352	\$2,346	\$4,000	\$1,654	41.4%
Office Supplies	\$735	\$15,503	\$18,000	\$2,497	13.9%
Bank Service Charges	\$168	\$656	\$2,000	\$1,344	67.2%
Office & Admin Supplies	\$1,255	\$18,505	\$24,000	\$5,495	22.9%

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

DESCRIPTION	December	2013 UNAUDITED	2013 BUDGET	BETTER (WORSE)	PERCENT VARIANCE
Disbursements					
New & Replacement Equipment	\$5,958	\$13,247	\$0	(\$13,247)	0.0%
New & Replacement Equipment	\$5,958	\$13,247	\$0	(\$13,247)	0.0%
MAM Funding Bldg. Services	\$0	\$28,749	\$0	(\$28,749)	0.0%
**MAM Direct Funding	\$0	\$0	\$212,500	\$212,500	100.0%
Art Museum Funding	\$0	\$28,749	\$212,500	\$183,751	86.5%
Total Disbursements	\$247,662	\$2,045,250	\$2,299,094	\$253,844	11.0%
Receipts					
Parking Revenue	\$23,890	\$382,687	\$335,000	\$47,687	14.2%
***Miscellaneous Revenue	\$131	\$103,721	\$49,000	\$54,721	111.7%
Catering Commission Revenue	\$451	\$32,428	\$32,500	(\$72)	-0.2%
Office Rental Revenue	\$17,460	\$197,811	\$205,000	(\$7,189)	-3.5%
Hall & Plaza Rental Revenue	\$5,920	\$205,096	\$180,000	\$25,096	13.9%
Meeting Room Rental Revenue	\$875	\$9,895	\$14,000	(\$4,105)	-29.3%
Liquor Commission Revenue	\$488	\$19,667	\$16,500	\$3,167	19.2%
Earned Revenue	\$49,215	\$951,305	\$832,000	\$119,305	14.3%
Tax Levy - Normal	\$0	\$881,445	\$1,066,405	(\$184,960)	-17.3%
Additional Funding WMC	\$0	\$212,500	\$212,500	\$0	0.0%
**Additional Funding MAM	\$0	\$0	\$212,500	(\$212,500)	-100.0%
County Tax Levy	\$0	\$1,093,945	\$1,491,405	(\$397,460)	-26.7%
Total Receipts	\$49,215	\$2,045,250	\$2,323,405	(\$278,155)	-12.0%
EXCESS (DEFICIT)	(\$198,447)	\$0	\$24,311		

Notes:

*Consulting Fees includes \$75,000.00 of attorneys fees due to negotiations with the Milwaukee Art Museum (MAM).

**MAM to receive their \$212,500.00 of tax levy directly from Milwaukee County.

***Miscellaneous Revenue includes \$50,000.00 payment from MAM to reimburse for attorneys fees from negotiations

\$79,482.05 of 2012 expenses were carried over into 2013 due to reduced tax levy as follows: \$4,625.00 insurance premiums, \$41,626.00 repairs and maintenance building, and \$33,231.05 electricity.

MAM staff began managing mechanical systems on 7/1/13 and MAM assumed responsibility for repairs and utilities on 10/1/13.

Additional Funding is additional tax levy from Milwaukee County as a result of WMC and MAM reaching agreement. WMC and MAM each receive \$212,500.00 in additional funds.

\$76,695 Reserve Fund Expenses: \$25,000 prior legal fees, \$7,995 fundraising software, \$15,000 architect Veterans Courtyard, \$28,700 restore mosaic.

\$134,688.45 was transferred to the Contingency Reserve Fund.

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

War Memorial Center	1/1/2013 Balance	2013 Receipts	2013 Disbursements	12/31/2013 Balance
Unrestricted				
Contingency Reserve Fund	\$126,885	\$232,489	\$108,932	\$250,442
Friends of War Memorial	\$0	\$250	\$0	\$250
Interest	\$79,913	\$846	\$0	\$80,759
Unrestricted Total	\$206,798	\$233,585	\$108,932	\$331,451
Restricted				
9/11 Memorial	\$8,630	\$0	\$4,298	\$4,332
Medal of Honor	\$911	\$0	\$325	\$586
Memorial Day Parade Fund	\$0	\$5,000	\$0	\$5,000
Purple Heart Memorial	\$4,424	\$50	\$0	\$4,474
Veterans Courtyard Project	\$0	\$6,108	\$234	\$5,874
Restricted Single Use*	\$0	\$158,300	\$157,189	\$1,111
Restricted Total	\$13,965	\$169,458	\$162,046	\$21,377
Grand Total	\$220,763	\$403,043	\$270,978	\$352,828

*Restricted Single Use

Legal Fees from Negotiations: Receipts \$145,000, disbursements \$145,000, balance \$0.

Light the Lincoln Statue & Program: Receipts \$13,300, disbursements \$12,189, balance \$1,111.

Vietnam Veterans Memorial	1/1/2013 Balance	2013 Receipts	2013 Disbursements	12/31/2013 Balance
Unrestricted	\$3,540	\$2,317	\$2,530	\$3,327
Restricted	\$10,000	\$0	\$0	\$10,000
Total	\$13,540	\$2,317	\$2,530	\$13,327



DATE: February 17, 2014

TO: Supervisor Marina Dimitrijevic, County Board Chairwoman

FROM: David J. Drent, Executive Director, War Memorial Center
Daniel Keegan, Director, Milwaukee Art Museum

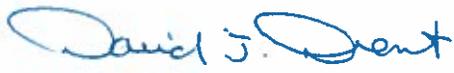
SUBJECT: 5 Year Capital Improvement Plan

Per Milwaukee County Ordinance 36.04 which requires all Departments to submit five-year capital improvement program requests to their respective standing committees. The War Memorial Center and Milwaukee Art Museum have jointly evaluated the anticipated maintenance and facility needs for the County owned Saarinen and Kahler buildings. The attached includes our outstanding capital needs, listed in priority order.

The submitted 5 year plan addresses capital needs for both the War Memorial and Art Museum and is consistent with the previous joint WMC/MAM submissions and the County approved capital repair appropriation.

As is noted in the footnote in that appropriation, at the end of FY 2015, Milwaukee County shall perform a facility assessment and provide supplemental funding as necessary to insure there is available funding to properly address outstanding safety, structural, indoor air quality, code compliance, water infiltration and other critical facility issues that need to be addressed after fiscal year end 2015.

Thank you for your continued support of our organizations.


 David J. Drent
 Executive Director
 War Memorial Corporation


 Daniel T. Keegan
 Director
 Milwaukee Art Museum

War Memorial Center/Milwaukee Art Museum
2015

Rank	Project Number	Project Name	Total Project Cost	Reimbursement Revenue	County Financing	Project Description
1		WMC- Bird Cage Stairway	\$884,000	\$0	\$884,000	replace window system
2		WMC- Open Emergency Stairway	\$120,000	\$0	\$120,000	Repair spawled concrete
3		South Entrance	\$90,000	\$0	\$90,000	Handicapped Accessible - renovation
4		MAM Loading Dock	\$430,000	\$0	\$430,000	Repair concrete/re-roof
5		WMC roof railings	\$60,000	\$0	\$60,000	Recoat original railings
6		WMC Roof structure	\$50,400	\$0	\$50,400	repair structures
7		South Entrance restrooms	\$110,000	\$0	\$110,000	restroom renovation
8		Elevator upgrades (4,6,7)	\$190,000	\$0	\$190,000	Modernize Hydraulic/Traction elev
9		Emergency generator	\$116,000	\$0	\$116,000	Replace 40 year old emergency gener
10		Asphalt paving	\$100,000	\$0	\$100,000	WMC parking lot repairs
11		replace WMC Main built up roof	\$40,000	\$0	\$40,000	repair roof system
12		replace WMC penthouse roof	\$48,000	\$0	\$48,000	repair roof system
13		Exterior wall concrete	\$50,000	\$0	\$50,000	sealing and repairs
14		Exterior walls metal siding	\$46,000	\$0	\$46,000	replace with roofs and engineering
15		concrete and structural wall repair	\$87,000	\$0	\$87,000	leaks in walls of duct space and air tunnels
16		electrical system	\$68,000	\$0	\$68,000	system costs to upgrade to current standards
17						
18						
19						
20						
Total			\$2,489,400	\$0	\$2,489,400	

War Memorial Center/Milwaukee Art Museum
2016

Rank	Project Number	Project Name	Total Cost	Reimbursement Revenue	County Financing	Project Description
1		WMC West entrance	\$127,000	\$0	\$127,000	Mason street handicap accessible
2		Elevators	\$225,000	\$0	\$225,000	modernize hydraulic/traction elev
3		Electrical systems	\$82,000	\$0	\$82,000	Repair WMC switch gear #2
4		Cooper decks	\$51,000	\$0	\$51,000	WMC North deck replacement
5		Asphalt paving	\$200,000	\$0	\$200,000	Complete repaving
6		replace Main built up roof	\$420,000	\$0	\$420,000	replace roof and engineering
7		Concrete and structural work	\$75,000	\$0	\$75,000	concrete repairs
8						
9						
10						
11						
12						
13						
14						
15						
16						
17						
18						
19						
20						
Total			\$1,180,000	\$0	\$1,180,000	

War Memorial Center/Milwaukee Art Museum
2017

Rank	Project Number	Project Name	Total Cost	Reimbursement Revenue	County Financing	Project Description
1		Mechanical chamber repair	\$10,000	\$0	\$10,000	repair east chamber
2		Asphalt repair	\$100,000	\$0	\$100,000	asphalt repair, sealing
3		exterior wall concrete repair	\$56,000	\$0	\$56,000	concrete repair and sealing
4		Concrete repair overhangs	\$69,800	\$0	\$69,800	repair cantlever overhangs and columns
5		repair clay tile	\$57,600	\$0	\$57,600	repair clay tile deterioration on west wall, Mason street
6		Repair concrete roof/expansion joint	\$115,000	\$0	\$115,000	repair delaminating roof slabs, expansion joint repair
7						
8						
9						
10						
11						
12						
13						
14						
15						
16						
17						
18						
19						
20						
Total			\$408,400	\$0	\$408,400	

War Memorial Center/Milwaukee Art Museum
2018

Rank	Project Number	Project Name	Total Cost	Reimbursement Revenue	County Financing	Project Description
1		MAM Cooling Tower	\$250,000		\$250,000	Replace with Proper Size
2		Chiller Room Upgrade	\$175,000		\$175,000	Upgrade chiller room efficiency
3		Veterans Gallery Windows	\$300,000		\$300,000	Replace with High Efficiency Windows
4		WMC Terrazo floors	\$125,000		\$125,000	Grind and polish Terrazo floors
5						
6						
7						
8						
9						
10						
11						
12						
13						
14						
15						
16						
17						
18						
19						
20						
Total			\$850,000	\$0	\$850,000	

War Memorial Center/Milwaukee Art Museum
2019

Rank	Project Number	Project Name	Total Cost	Reimbursement Revenue	County Financing	Project Description
1		Memorial Hall Upgrade	\$250,000		\$250,000	Renovate 20 Year Old Event Space
2		Boiler Replacement	\$700,000		\$700,000	Replace 50 Year Old Boilers
3		Chiller Operation Ice Bank	\$600,000		\$600,000	Install Ice House for Cooling Efficiency
4						
5						
6						
7						
8						
9						
10						
11						
12						
13						
14						
15						
16						
17						
18						
19						
20						
Total			\$1,550,000	\$0	\$1,550,000	



MILWAUKEE ART MUSEUM

April 15, 2014

To: County Chairwoman Marina Dimitrijevic
County Executive Chris Abele

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

From: Jane Wochos, CFO, Milwaukee Art Museum, Inc.

RE: Report from the Milwaukee Art Museum, Inc.
Fiscal 2014 – Quarter 2 Financial update

Summary

The mission of the Milwaukee Art Museum, Inc. (Art Museum) is to serve the community and present art as a vital source of inspiration and education. Through exhibitions and related programs, the Art Museum is committed to bring people together to inform, educate and engage in conversation around art.

For the quarter ended February 28, 2014, the Art Museum presented the following major exhibitions; Thomas Sully, Painted Performance (closed January 5), Uncommon Folk (opened January 31), Milwaukee Art Museum -125 years of art (closed January 1) and Dirk Skreber. Attendance was 13% below plan for the year through February; ending at just under 85,000 visitors for the six months ended February 28, 2014, with approximately 52% coming from Milwaukee County. School tours welcomed over 30,500 students to the Art Museum for the six months ended February 29, 2014, with over 77% of school students from Milwaukee County.

Financial results

Attached are the financial results for the six months ended February 28, 2014. The Art Museum expects to end the year with a balanced operating budget. The Art Museum contributed revenue accounted for over 56% of all revenue sources. The earned revenue was just over 32% of total revenue. The remaining 11% of revenue was primarily due to the distribution to operations from the endowment fund.

Looking forward

The Art Museum has assumed the duties for the mechanical systems per the new agreements with Milwaukee County and the War Memorial. In addition, we are happy to report that the Museum's campaign to renovate the building and reinstall the art collection in partnership with the County is on track. To date, MAM has raised \$12 million of its \$15 million goal along with the County contribution of \$10 million for a total \$25 million project. Construction is scheduled to begin fall 2014. We thank Milwaukee County for its support.

The Art Museum's current exhibition is Uncommon Folk: Traditions in American Art, which runs through May 4, 2014. The remaining exhibition for the year is Wassily Kandinsky: A Retrospective in partnership with the Centre Pompidou, Paris, France which opens June 5, 2014.

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

Regards,

Jane Wochos

Jane Wochos
Chief Financial Officer
Milwaukee Art Museum, Inc.

Milwaukee Art Museum, Inc.
Statements of Financial Position
February 28, 2014 and August 31, 2013

Assets	2/28/2014	8/31/2013
Cash and cash equivalents	\$ 2,251,547	1,228,615
Accounts receivable - Net	317,193	290,864
Pledges receivable	6,891,182	2,629,416
Investment income receivable	107,879	105,024
Inventories - Net	407,913	424,630
Prepaid expenses	903,033	535,286
Investments	50,938,681	46,720,603
Beneficial interest in assets held in trusts	276,994	868,007
Property and equipment - Net	<u>78,042,786</u>	<u>79,549,909</u>
Total Assets	\$ <u>140,137,208</u>	\$ <u>132,352,354</u>
Liabilities and Net Assets		
Accounts payable and accrued expenses	\$ 600,822	\$ 1,181,017
Deferred revenue	<u>344,547</u>	<u>581,670</u>
Total Liabilities	<u>945,369</u>	<u>1,762,687</u>
Net Assets		
Unrestricted:		
Board designated	4,092,165	3,404,269
Undesignated	<u>79,107,130</u>	<u>80,933,742</u>
Total unrestricted	83,199,295	84,338,011
Temporarily restricted	30,671,349	22,821,567
Permanently restricted	<u>25,321,195</u>	<u>23,430,089</u>
Total net assets	<u>139,191,839</u>	<u>130,589,667</u>
Total liabilities and net assets	\$ <u>140,137,208</u>	\$ <u>132,352,354</u>

Milwaukee Art Museum, Inc.
Statement of Revenues and Expenditures (Operating Fund)
For the Years ending August 31, 2013, Second Quarter ending February 28, 2014 and Budget for year ending August 31, 2014

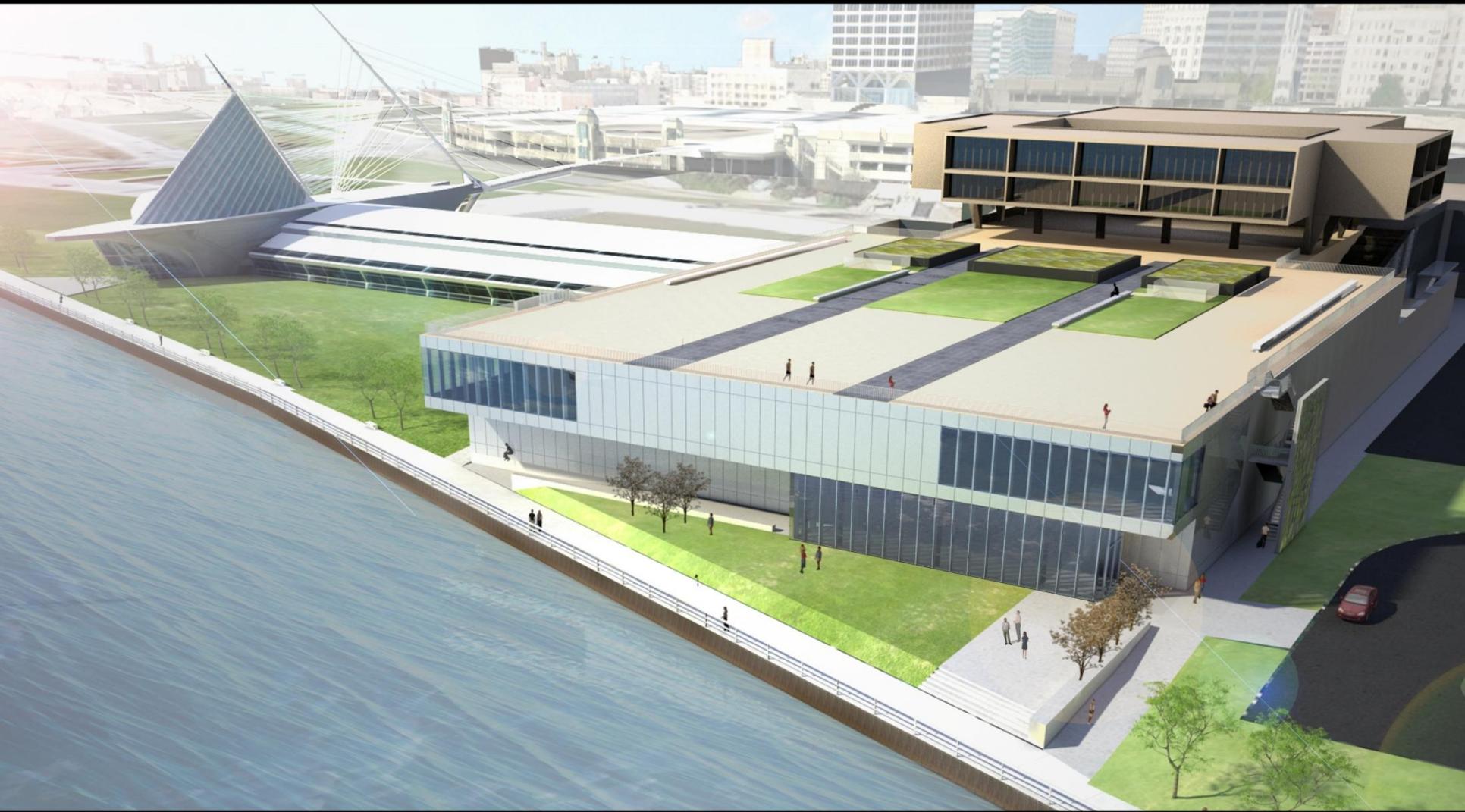
BUDGET SUMMARY

	FY 2013 Actual	FY 2014 Q2 ending 02/28/14	FY 2014 Budget	FY14 Actual As % of Budget
Expenditures				
Personnel expenses	\$ 8,003,337	\$ 3,903,131	\$ 8,328,819	46.9%
Professional services	310,380	158,989	345,621	46.0%
Supplies	411,116	146,732	461,245	31.8%
Equipment rental/maintenance	671,476	186,236	386,185	48.2%
Building repairs/maintenance	1,069,505	354,866	597,121	59.4%
Insurance	177,226	98,497	185,000	53.2%
Utilities	472,126	476,022	1,067,613	44.6%
Advertising and marketing	931,287	281,607	827,607	34.0%
Postage/shipping/printing	138,186	144,877	311,178	46.6%
Education programs	213,712	123,119	236,685	52.0%
Exhibitions	1,036,339	467,252	1,640,811	28.5%
Other	1,058,006	146,273	450,892	32.4%
Fundraising/donor/volunteer	88,732	205,767	208,450	98.7%
Bank fees	157,406	73,856	164,810	44.8%
Total Expenditures	14,738,834	6,767,224	15,212,037	44.5%
Revenues				
Annual campaign and membership	4,710,012	2,156,736	4,954,000	43.5%
Grants and sponsorships	2,912,164	1,031,448	2,497,182	41.3%
Admissions	1,453,366	462,886	1,821,169	25.4%
Exhibition revenue	275,703	239,499	272,729	87.8%
Facility rental	510,460	221,267	553,625	40.0%
Parking	409,167	150,785	396,950	38.0%
Tours	181,487	109,512	200,000	54.8%
Store gross margin	708,535	251,096	716,438	35.0%
Café gross margin	1,247,526	464,770	1,179,225	39.4%
Other	297,781	287,330	300,219	95.7%
Distribution from endowment	1,173,108	617,036	1,220,500	50.6%
Milwaukee County War Memorial in kind	655,336	55,250	0	N/A
Milwaukee County Contribution	212,500	421,385	1,100,000	38.3%
Total Revenue	\$ 14,747,145	6,469,000	15,212,037	42.5%
Budget Surplus/(Deficit):*	8,311	(298,224)	-	
County Contribution as % of Total Revenue:	1%	7%	7%	

* Quarterly reporting is variable based on timing of gifts, pledges and other revenue. MAM is forecasting to have a balanced budget for FY2015

Milwaukee Art Museum

A Plan for the Future



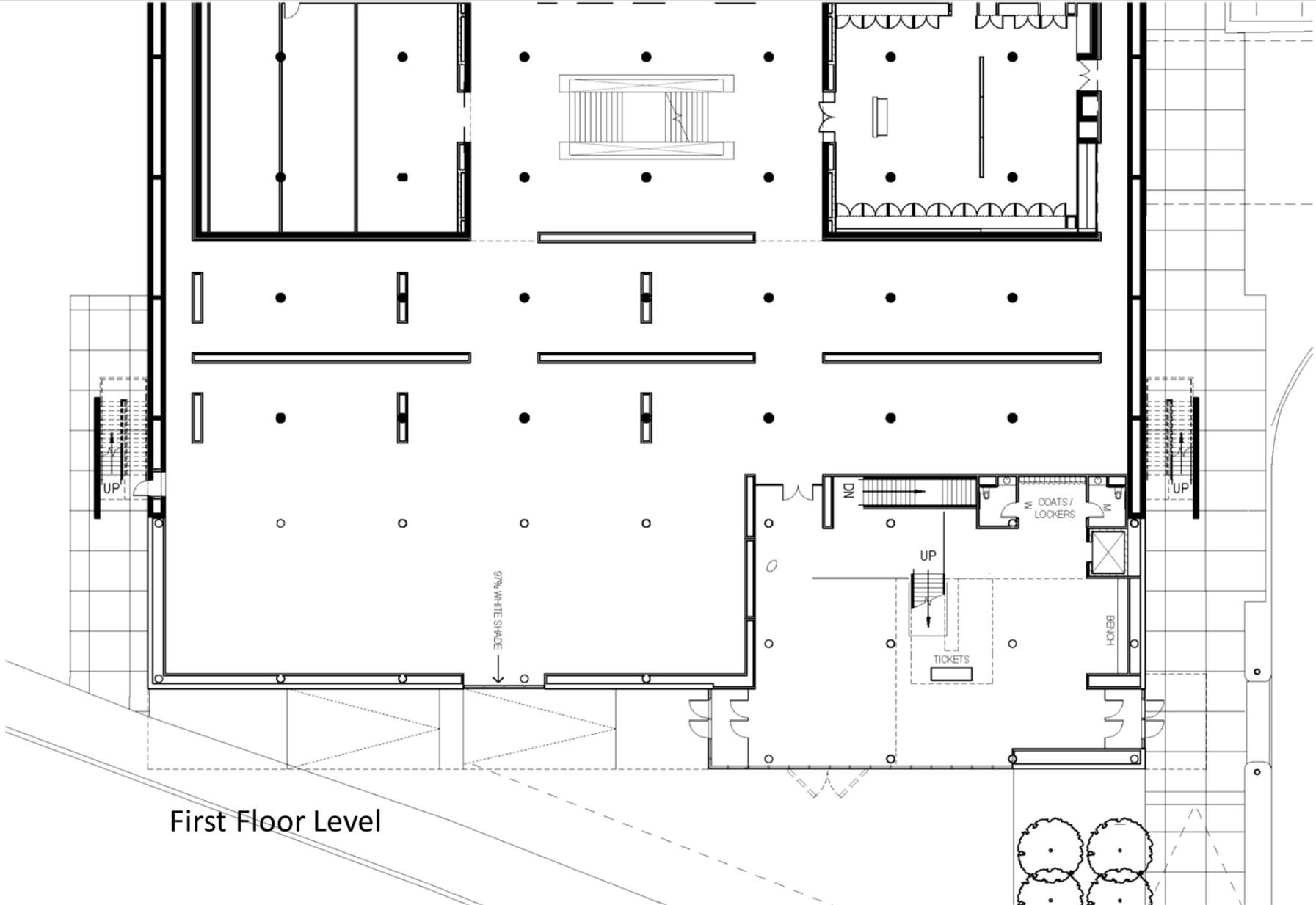




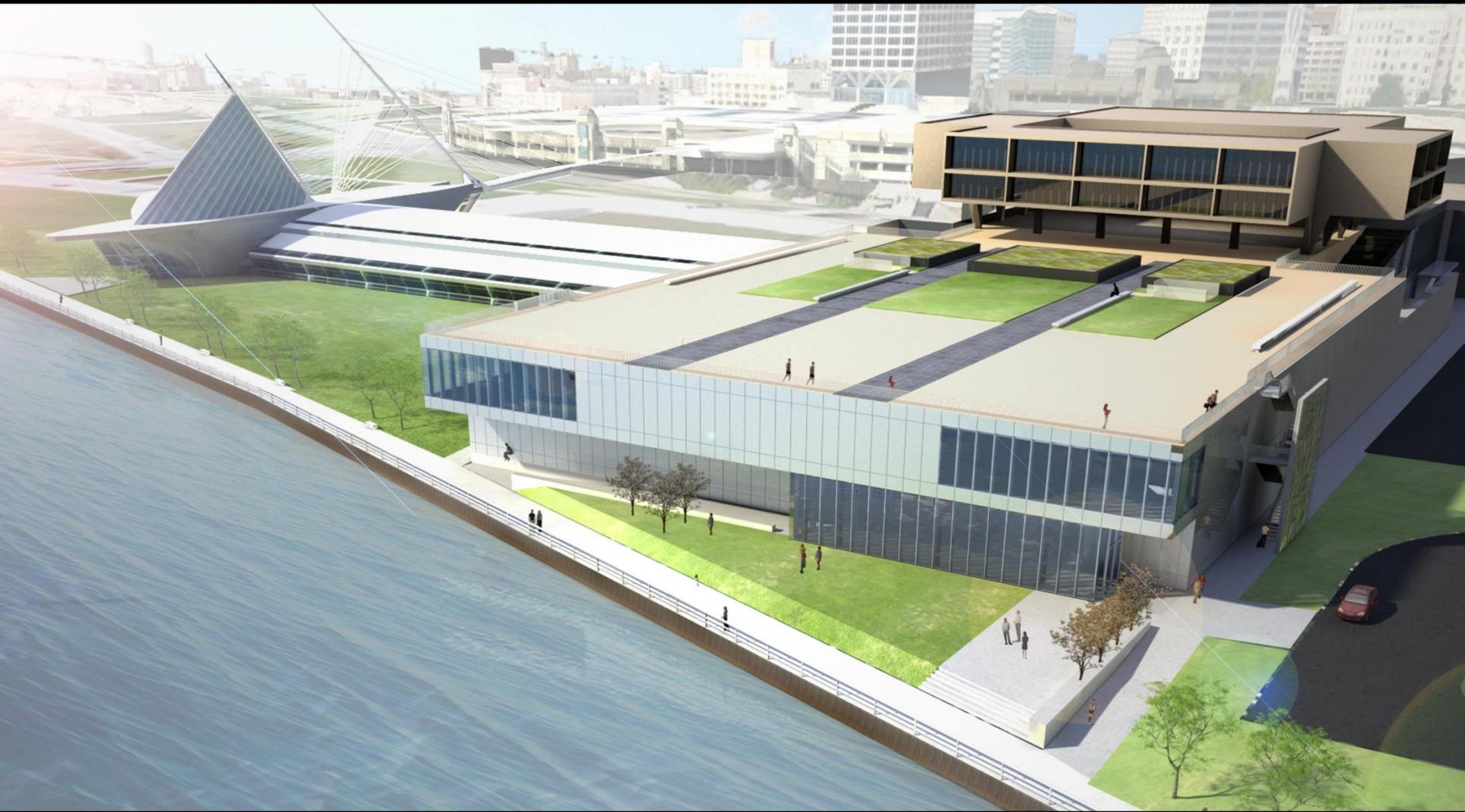








First Floor Level



County of Milwaukee
Interoffice Communication

Date: March 28, 2014

To: Supervisor Marina Dimitrijevic, Chairwoman, Board of Supervisors

From: Josh Fudge, Director, Office of Performance, Strategy, and Budget

Subject: Due Diligence Report for a Memorandum of Understanding between the Milwaukee County Zoo and the Milwaukee County Zoological Society.

Issue & Background

I respectfully request that this report be forwarded to the appropriate standing committee(s).

The Milwaukee County Zoo (Zoo) requests approval to enter into a Memorandum of Understanding (MOU) with the Milwaukee County Zoological Society (Society) regarding operations and support of the Milwaukee County Zoo.

The Society was founded in 1910 to purchase animals and provide funding for the Zoo. The Zoo and Society have entered into several agreements specifying the level of support that the Society provides to the Zoo. A MOU from November 1996 is currently in effect. At its February 11, 2014 meeting, the Society Board of Directors approved the draft agreement that is before the County Board in the April 2014 cycle.

The Department of Administration – Office of Performance, Strategy, and Budget (DAS-PSB), Corporation Counsel, and Risk Management (Risk) have reviewed the draft proposal with the Society.

Analysis

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

Letter of Full Disclosure

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

Org Chart / Mission Statement

The Society provided an organizational chart. Their mission statement is:

“The mission of the Zoological Society of Milwaukee is to take part in conserving wildlife and endangered species, to educate people about the importance of wildlife and the environment, and to support the Milwaukee County Zoo.”

Cash Flow Projections

Cash flow information is available for Fiscal Years 2010 through 2012 and is listed below. It is not expected that there are any significant changes from these years to future years. The Society's Fiscal Year starts in October and ends in September of the next year. 2012 is the most recent year with available data.

<u>Fiscal Year</u>	<u>2010</u>	<u>2011</u>	<u>2012</u>
Personnel	1,781,736	1,876,428	1,861,651
Grants	1,190,927	1,376,285	1,541,215
Direct Zoo Support	3,850,040	3,683,233	4,279,392
Other Expenses	1,690,725	1,520,303	1,665,736
Total EXP	8,513,428	8,456,249	9,347,994
Membership Dues	5,469,307	5,169,306	5,948,973
Contributions	2,605,336	1,758,187	2,584,059
Program Revenue	511,906	494,789	502,121
Investment Income	109,384	132,906	99,856
Fundraising Events	302,871	313,669	385,094
Total REV	8,998,804	7,868,857	9,520,103
REV less EXP	485,376	(587,392)	172,109

Based on these figures and the recent performance of the Society, the term of the proposed agreement appear to be reasonable and attainable.

County Operating Budget Impact

Under the current agreement, the direct support from the Society to the Zoo consists of reimbursement for the parking fee for each "Parking Plus" member less \$1 up to an annual cap of \$1,648,142. The Zoo and the Society also negotiate on an annual basis a direct cash contribution to the Zoo. In 2013, the Zoo received approximately \$3.0 million in direct cash contributions from the Society. In the proposed agreement, the previous contribution structure is eliminated. Instead, the Zoo would receive half of the total revenue of Zoo Pass membership. Based on the proposed agreement and membership projections by the Society, the Zoo is expected to receive approximately \$3.2 million in direct cash contributions. The proposed agreement also includes guidelines on the relationship between admission rates and the Zoo Pass memberships to keep the ratio between the two fees consistent.

Debt Management

The Society indicates they do not hold any debt and do not plan to incur any debt due to the proposed agreement.

Legal Liability

The Society indicates that there are no outstanding legal issues. However, a letter from the legal firm representing the Society has not been received by DAS as of the submittal date of this report.

Financial Reporting Systems

The Society has a finance/accounting staff of three employees, including one CPA. Additionally, a private firm is retained to perform an annual audit.

Right-To-Audit Provisions

Section 8 of the proposed agreement states that the Society shall provide to the County its audited financial statements and management letter on an annual basis.

Project Feasibility

No feasibility study was conducted. Based on the successful partnership between the Zoo and the Society for over 100 years, the proposed venture is likely feasible.

Governance Structure, Procedures, and Tax Consequences

The Society is registered as a charitable organization in Wisconsin and a 501(c)(3) tax-exempt organization by the IRS. The Society provided a copy of their Articles of Incorporation and Bylaws.

Employee/Labor Relations Impacts

The Society is not involved in any labor contracts. The Zoo will likely need to devote staff time to ensuring that the terms of the agreement are fulfilled. A need for additional County staff is not anticipated.

Environmental Concerns

No potential environmental concerns have been identified.

Capital Management/Maintenance

From time to time, the Society may contribute to capital projects related to the Zoo. The County and Society will execute a specific agreement describing the sources and uses of the funds and other relevant details related to scheduling and project management. The agreement does not guarantee any contribution from the Society for any capital projects.

Conflict of Interest/Ethics

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

Name of Bank to Determine Single or Combined Reporting

The society maintains accounts at BMO Harris Bank, 770 N. Water St, Milwaukee, WI 53202.

Recommendation

Upon review of the available information, and upon consultation with Corporation Counsel, Risk Management, and Parks. DAS-PSB recommends approval of the draft agreement.

Josh Fudge, Director, Office of Performance, Strategy, and Budget

cc: Chris Abele, County Executive
Supervisor Marina Dimitrijevic, Chair, County Board of Supervisors
Amber Moreen, Chief of Staff, County Executive's Office
Kelly Bablitch, Chief of Staff, County Board of Supervisors
Chuck Wikenhauser, Director, Zoo
Vera Westphal, Deputy Director (Admin/Finance, Zoo)
Don Tyler, Director, Department of Administrative Services
Jessica Janz-McKnight, Office of the Comptroller
Stephen Cady, Office of the Comptroller

COUNTY OF MILWAUKEE
INTER-OFFICE COMMUNICATION

DATE: March 27, 2014

TO: Supervisor Marina Dimitrijevic, County Board Chairman

FROM: Charles Wikenhauser, Zoo Director

**SUBJECT: APPROVAL TO EXECUTE A MEMORANDUM OF UNDERSTANDING
BETWEEN MILWAUKEE COUNTY AND THE ZOOLOGICAL SOCIETY OF
MILWAUKEE**

ISSUE

The Milwaukee County Zoo requests approval to execute a Memorandum of Understanding (MOU) between Milwaukee County and the Zoological Society of Milwaukee. The agreement includes a renewable three-year term and describes the relationship and authority of each party as well as revenues, expenses, and benefits provided by each respective organization.

BACKGROUND

The Zoological Society of Milwaukee (Society) and Milwaukee County (County) have been partners in supporting the Milwaukee County Zoo for over 100 years. An initial MOU between the two parties was adopted on February 11, 1989 and renewed on February 11, 1992 and November 27, 1996. During this time, the Society has contributed hundreds of thousands of dollars in operating support and co-funded two capital programs of \$26 million and \$29 million respectively. The Society also provides the educational programs and creative services for Zoo signage and printed materials as well as a large volunteer organization called Zoo Pride.

In the new MOU, the Society continues to provide educational programming and creative services. In addition, a new shared revenue program replaces a cumbersome member parking plus reimbursement program and other arbitrary annual financial support. The Zoo will now receive 50% of the membership fees collected by the Society. In 2014, this will provide an increase in annual Society funding of \$195,972. Additional details are provided in the attached Fiscal Note.

In exchange for the direct financial support, the County will continue to provide the Society's members with free admission and parking and space on Zoo grounds for Society Administration and program needs. Additional specific details are listed in the attached MOU document. It has been reviewed by Corporation Counsel and Risk Management.

RECOMMENDATION

It is recommended that the Director of the Milwaukee County Zoo be authorized to execute a Memorandum of Understanding between Milwaukee County and the Zoological Society of Milwaukee for a period of three (3) years with the option to renew for an additional three (3) year term if mutually agreeable to both parties.

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
Scott Manske, Comptroller
Steve Cady, Research & Policy Director, Comptroller's Office
Kelly Bablitch, Chief of Staff, County Board
Jessica Janz-McKnight, Research Analyst, Comptroller's Office
Don Tyler, Director, Department of Administrative Services
Josh Fudge, Fiscal and Budget Director, DAS – Fiscal Affairs
Daniel Laurila, Fiscal & Management Analyst, DAS – Fiscal Affairs
Vera Westphal, Deputy Zoo Director (Admin./Finance)
Dr. Bert Davis, President, Zoological Society of Milwaukee County

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

File No.

(Journal,)

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

A RESOLUTION

WHEREAS, the County has constructed and maintains a zoological garden known as the Milwaukee County Zoo (Zoo) to collect and exhibit to the residents of the County and general public a collection of animals and to promote conservation, education and recreation; and

WHEREAS, the Zoological Society of Milwaukee’s (Society) mission is to take part in conserving wildlife and endangered species, to educate people about the importance of wildlife and the environment, and to support the Zoo; and

WHEREAS, the Milwaukee County Zoo has become one of the finest zoos in the world and a major tourist attraction in Wisconsin, with a substantial and beneficial economic, cultural and educational impact on the County and southeastern Wisconsin; and

WHEREAS, the County and Society wish to assure the continued success and prosperous growth of the Zoo in the future; and

WHEREAS, the County and Society have previously entered into Memorandums of Understanding on February 11, 1989, February 11, 1992 and November 27, 1996; and

WHEREAS, the County shall receive from the Society for the Zoo, program, service, and financial support as further set forth in this Memorandum of Understanding and upon which the parties agree from time to time; and

WHEREAS, the Society and its members shall receive program, service support and other benefits from the County as further set forth in this Memorandum of Understanding and upon which the parties agree from time to time; and

WHEREAS, the County and Society agree that, as independent and separate entities, each shall maintain a staff and management structure independent of the other; and

WHEREAS, the County and the Society agree to replace the previous Zoo Pass Plus parking payment program and the additional cash financial support provided to the Zoo (not including sponsorships raised by the Society for Zoo programs) with a Zoo Pass Membership 50% revenue share program; now, therefore

33 BE IT RESOLVED, that the County Board of Supervisors authorize the Director
34 of the Milwaukee County Zoo to execute a Memorandum of Understanding with the
35 Zoological Society of Milwaukee (incorporated by reference herein); and

36 BE IT FURTHER RESOLVED, that the Initial Term of this Memorandum of
37 Understanding shall be three (3) years and shall automatically renew for an additional
38 three (3) years and that either party may terminate this Memorandum of Understanding
39 only by providing at least one calendar year written notice to the other party prior to the
40 extension of any Additional Term.

MILWAUKEE COUNTY FISCAL NOTE FORM

DATE: March 19, 2014

Original Fiscal Note

Substitute Fiscal Note

SUBJECT: Revised Memorandum of Understanding (MOU) with the Zoological Society

FISCAL EFFECT:

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

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

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

DESCRIPTION OF FISCAL EFFECT

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

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

- A. Zoo management requests the authority to execute an updated Memorandum of Understanding with the Zoological Society of Milwaukee (Society). The revised MOU more clearly defines the roles and responsibilities of each organization and changes the funding mechanisms from the Society. In the past, the Zoo and Society would annually negotiate the amount of direct cash support for the Zoo's next fiscal year. The revised MOU has simplified this process by eliminating the parking plus reimbursement program (Society reimbursed the Zoo for the parking fee for each parking plus member less \$1 for an annual cap of \$1,648,142) and direct cash support (\$1,262,440 in 2013) by replacing both funding programs with a 50/50 split on membership sales. The revised MOU does not change the sponsorship and annual appeal program and the Society will continue to pay for Zoo expenses identified in Exhibit H under "Zoo Expenses Paid by Society", which is estimated at \$618,522 for 2014.

By August 15 of each year, the Society will provide to the Zoo an estimate of the budgeted amount and scope of financial support for Zoo operations that the Society anticipates providing to the County for the upcoming year. The estimated support will include details regarding their projection on membership sales, sponsorships, in-kind services and similar items.

- B. In 2013, the Zoo received from the Society \$1,262,440 in direct cash support, \$70,000 for the annual appeal and \$1,648,142 in parking plus for a total of \$2,980,582. For 2014, the direct cash support and parking plus reimbursement are being eliminated and replaced with a 50/50 membership split. The Society's projections based on the membership base totals \$6,213,107 for 2014 with 50 % or \$3,106,554 in revenues for the Zoo and \$70,000 for the annual appeal for a total of \$3,176,554. The 2014 includes this dollar amount, which is an increase of \$195,972 over the 2013 Budget.

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

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

- C. The new funding program is included in the 2014 Budget. If the Society exceeds their membership revenue goal of \$6,213,107 both organizations benefit and the reverse is true if sales decrease, revenue to both organizations will also decrease. Both organizations are committed to making the 50/50 membership split program a success.
- D. The membership sales projections were provided by the Society.

Department/Prepared By Vera Westphal, Deputy Zoo Director (Admin/Finance)

Authorized Signature _____

Did DAS-Fiscal Staff Review? Yes No

Did CDBP Review?² Yes No Not Required

**Memorandum of Understanding between
Milwaukee County and the Zoological Society of Milwaukee County, Inc.
Regarding Operations and Support of the Milwaukee County Zoo**

This Memorandum of Understanding is entered into between Milwaukee County (County) and the Zoological Society of Milwaukee County, Inc. (Society), this ___day of _____.

The County is a municipal body corporate in the State of Wisconsin. The County has constructed and maintains a zoological garden known as the Milwaukee County Zoo (Zoo) to collect and exhibit to the residents of the County and general public a collection of animals and to promote conservation, education and recreation. The Zoo has become one of the finest zoos in the world. It is a major tourist attraction in Wisconsin, with a substantial and beneficial economic, cultural and educational impact on the County and southeastern Wisconsin. The County has a commitment to operate, maintain and improve the Zoo.

The Society is a nonstock corporation organized under Chapter 181 of the Wisconsin Statutes. The Society is exempt from federal income tax because it is described in section 501(c)(3) of the Internal Revenue Code (Code). It is separate and independent from the County. The purposes of the Society, as set forth in its Articles of Incorporation, are to (a) support the Zoo; (b) provide assistance to the County in all proper ways to develop, and to promote the enjoyment and understanding of, zoological exhibits that shall be a credit to the County; (c) raise funds by dues, subscriptions, solicitations, donations, gifts, lectures, entertainment events, educational programs, and all other lawful and appropriate means; and (d) make expenditures from the funds so raised for the acquisition of animals for, and the betterment of, said zoological exhibits and the zoo or zoos operated in connection therewith, for promoting the better enjoyment and understanding thereof, and for the proper administration of the affairs of the Society. In furtherance of these purposes, the Society's mission is to take part in conserving wildlife and endangered species, to educate people about the importance of wildlife and the environment, and to support the Zoo.

The County and Society wish to assure the continued success and prosperous growth of the Zoo in the future. The County and the Society acknowledge that the continued operation, maintenance and improvement of the Zoo provide an invaluable asset to the residents of the

County and the public in general. The County desires to continue to receive the support of the Society. The Society desires to continue its support of the Zoo.

Milwaukee County is required to follow the guidelines in Milwaukee County General Ordinances Chapter 13 for establishing partnerships with support groups. Specifically, under Chapter 13.06 it reads "Because of their close relationship with public institutions, friends groups acquire a quasipublic status. The public often perceives them to be a functional part and representative of a county department. Public confidence and support is best maintained by adequate disclosure of all activities". This is true of the relationship between the County and the Society. The public perceives the Zoo and Society as the "Zoo" and not as separate organizations. The Zoological Society recognizes that the County Board endorses a policy of open meetings, open records, affirmative action and its code of ethics, and expects Milwaukee County employees to understand and comply with such policies in working with friends groups. The County and Society are committed to making the partnership as successful as possible to benefit both organizations in supporting and maintaining the Milwaukee County Zoo. Notwithstanding any of the foregoing, the parties acknowledge and agree that the Society is not a functional part, representative, or agency of the County, nor is it a quasipublic government unit or agency. The Society is an independent nonstock Wisconsin corporation that is not subject to any of the open meetings, open records, affirmative action, code of ethics, and similar policies and requirements that apply to the County, to functional parts, representatives, agencies of the County, or to quasipublic government units or agencies.

The County through this agreement entrusts the Society to develop, collect fees and maintain a membership program. **Exhibit B** outlines the Zoo Pass Membership Program and Benefits. The Society is accountable to the Zoological Society Board of Directors as to how the funds collected from membership fees are used to support the Zoo within the mission of the Society. The Society, on an annual basis, shall disclose all activities as to how the funds were expended through the submission of the Society's independently prepared annual audit and reports listed in **Exhibit C**.

THEREFORE, for valuable consideration given and received by the County and the Society, the receipt of which is hereby acknowledged by all parties, the parties enter into this MEMORANDUM OF UNDERSTANDING:

1. RIGHTS AND OBLIGATIONS OF EACH PARTY.

(a) The County has the exclusive right and obligation to operate and maintain all aspects of the Zoo in accordance with the policies and directives established by the Milwaukee County Board of Supervisors (County Board) and the County Executive. The County shall receive from the Society, program, service, and financial support as further set forth in this Memorandum of Understanding and upon which the parties agree from time to time. The County shall provide to the Society certain facilities and support as further set forth in this Memorandum of Understanding and upon which the parties agree from time to time.

(b) The Society shall continue to function as a nonstock corporation organized under Chapter 181 of the Wisconsin Statutes and as an organization described in section 501(c)(3) of the IRS Code, independent and separate from the County. The Society shall receive from the County certain facilities and support as further set forth in this Memorandum of Understanding and upon which the parties agree from time to time. The Society shall direct its efforts towards supporting the Zoo within the mission of the Society. The Society shall provide program, service, and financial support to the County for the Zoo as further set forth in this Memorandum of Understanding and upon which the parties agree from time to time.

2. COUNTY SUPPORT PROVIDED TO THE SOCIETY

(a) The County shall provide to the Society such administrative, office, and classroom space on the Zoo grounds as is reasonably necessary for the operation of the Society (Administrative Facilities). The Administrative Facilities shall be provided to the Society inclusive of utilities, custodial and maintenance services and parking for Society staff. The Administrative Facilities are described on **Exhibit A**. At the Zoo's discretion, with one-year written notice to the Society's President and CEO or if mutually agreed upon, the location and amount of space made available may change.

(b) To assure continued support for the Zoo, the County shall continue to provide free admission to the Zoo during regular hours of operation for Society members throughout the term of this Memorandum of Understanding. By mutual agreement with the Society, the County may charge for afterhours Zoo events listed in **Exhibit D** and/or other Zoo events developed in the future. The County shall also permit the Society to offer to its members

certain benefits and discounts (Member Benefits), which shall be reviewed and approved by the Zoo Director annually. The Member Pricing and Benefits are described on **Exhibit B** hereto and may be amended from time to time by agreement of the parties.

(c) The Society and County agree that the County will continue to procure and maintain a collection of small animals that can be used by the Society in support of its school-based and public education programming throughout the term of this Memorandum of Understanding. The County agrees to maintain the collection at a size and level of diversity that is sufficient to meet the needs of the Society, as communicated to the Zoo Director by the Society's President and CEO from time to time, and as approved by the Zoo Director.

(d) The County will, in accordance with standards established by the Zoo Director, provide Zoo staff to train, at no-cost to the Society, designated Society education staff with respect to the proper handling, care and management of the animals in the collection described in Section 2(c).

(e) The County will provide support for special events conducted by the Society. The Society shall submit proposals in writing, for approval by the Zoo Director, for special events to be sponsored, operated, and funded by the Society, for Zoo merchandise to be sold in connection with such events, and for Zoo facilities, staff and equipment to be made available to the Society for such events. Any such facilities, merchandise, staff, and equipment will be provided to the Society at no more than the actual cost to the County for such space, merchandise, staff (including during normal working hours), and equipment, and the parties will enter into a Letter of Intent (LOI) specifying the rights and obligations of each party with respect to each such event. The LOI must be submitted a minimum of six weeks in advance of any event or activity. Within two weeks of the event, a written estimate of costs associated with the event will be provided to the Society for review and approved.

(f) To the extent that any activity to be conducted by the Society pursuant to this Memorandum of Understanding subjects the Society to obligations, restrictions or requirements under the Milwaukee County Code of General Ordinances, the County agrees to notify the Society of such obligation, restriction or requirement prior to its effective date.

(g) To the extent that Society employees and volunteers conduct activities on Zoo premises, they are subject to Zoo policies and procedures with regards to, for example, safety, security, program animal use, emergency response, behind the scenes tours, use of radios, media contact, vehicle use, smoking on Zoo grounds and any other applicable policies and procedures.

(h) The County's In-kind support for the Society and its membership is described in **Exhibit G**. This list is not meant to be all-inclusive but serve as a representation of Zoo support and commitment to the Society.

3. ZOO OPERATIONAL SUPPORT PROVIDED BY THE SOCIETY

(a) The Society will provide to the County such programming and other services as the parties may agree from time to time, including, but not limited to, such programs and other services that assist the Zoo in maintaining its accreditation with the Association of Zoos and Aquariums (Programs).

(b) The Zoo and Society agree to modify the method of the Society providing financial support from Zoo Pass membership dues for parking. **Exhibit E** outlines the new funding mechanism to be utilized starting January 1, 2014. These terms are subject to modification by mutual consent.

(c) The Society's Conservation Education, Creative and Communications departments will be responsible for developing all Zoo interpretive signage in conjunction with Zoo staff and as approved by the Zoo Director or his/her designee. Conservation Education staff shall review and suggest modifications to education presentation scripts that are to be delivered by Zoo staff, Zoo Pride volunteers, and private animal-related vendors operating within the Zoo. The Society will coordinate efforts with the Zoo to enhance visitors' awareness and support of wildlife and resource conservation through onsite programs and performances. Conservation Education will provide registration services for all school/youth groups planning a visit to the Zoo and manage an animal biofact collection, including USFWS-tagged items from endangered animals. The Society may also, on the Zoo's behalf and with approval of the Zoo Director, or his/her designee, conduct offsite programming as may be appropriate as a part of its Conservation Education program.

(d) Society publications, advertisements, merchandise, graphics, donor recognition materials, electronic media and other items with text or images referencing or depicting the Zoo are subject to Zoo Director, or his/her designee, approval prior to publication, installation or distribution. Society fund-raising initiatives on Zoo grounds are subject to Zoo Director approval.

(e) By August 15 each year, the Society President and CEO shall provide to the Zoo Director an estimate of the budgeted amount and scope of financial support for Zoo operations that the Society anticipates providing to the County for the Zoo for the Society's upcoming fiscal year. The Estimated Financial Support shall include detail regarding the projected amount of support anticipated to be provided to the County for items such as, but not limited to, cash operating support which is generated from a 50% share of Zoo Pass membership revenue earned, sponsorship, summer exhibit support, in-kind services, ticket sales, and similar items. The parties acknowledge that the Estimated Annual Financial Support is the Society's good faith estimate and that the actual amount of financial support provided by the Society on an annual basis may vary from the Estimated Annual Financial Support depending on the Society's financial position and based on hardship or circumstances, as determined by its Board of Directors. Such hardship or circumstances, along with the variance of actual amount of financial support and a corrective action plan, must be reported in writing to the County for presentation to the appropriate County Board committees. The Society may make such amendments to the Estimated Annual Financial Support as its Board of Directors deems appropriate. The County acknowledges that the Estimated Annual Financial Support is an estimate only and that the Society is required to provide the Estimated Annual Financial Support to the County only to the extent that the Society's Board of Directors, in its sole discretion, determines that it is prudent for the Society to do so.

(f) The Society's in-kind support for the Zoo is described in **Exhibit H**. This list is not meant to be all-inclusive but serves as a representation of Society support and commitment to the Zoo.

4. MANAGEMENT OF COUNTY AND SOCIETY AFFAIRS; EMPLOYEES.

(a) The County and Society agree that, as independent and separate entities, each shall maintain a staff and management structure independent of the other.

(b) The Zoo Director is the County official responsible for administration of this Memorandum of Understanding for the County.

(c) The President and CEO is the Society employee responsible for administration of this Memorandum of Understanding for the Society.

(d) The Society shall not make any direct payment or reimbursement to a County employee without the approval of the Zoo Director or Deputy Zoo Director. An example of an acceptable payment would be the payment or reimbursement of travel expenses incurred by the County's Zoo staff in connection with activities that have been requested by the Society related to conservation research, an animal or exhibit situation.

(e) The Society shall direct Zoo Pride efforts at the Zoo. The scope of Zoo Pride duties at the Zoo will be in accordance with standards approved by the Zoo Director and the Society's President and CEO.

(f) The Society and County agree to encourage cooperation and open communication between the Society's staff and the County's Zoo staff. However, in no event will the County's Zoo staff report to, be treated as, or be supervised by employees of the Society, and in no event will the Society's staff report to, be treated as, or be supervised by employees of the County.

(g) The Society and Zoo will work creatively and cooperatively to maintain Zoo attendance and Society membership numbers. The Zoo and Society agree that the marketing staff of each organization will work closely together to provide zoo guests and members with opportunities to visit the Zoo. The two organizations may need to pursue marketing initiatives to maintain interest in the Zoo and jointly look at flexible pricing strategies, in-park spending incentives, etc.

5. FINANCIAL MATTERS.

(a) The County and the Society shall maintain separate books and records and each shall obtain a separate audit of its financial statements. Each audit shall be made in accordance with generally accepted auditing standards by an independent certified public accountant.

(b) The County and the Society may engage in joint promotional efforts, provided that the parties first execute a letter of intent specifying the rights and responsibilities of each party with respect to each such joint promotional effort.

(c) The Society and Zoo may receive funds intended for the other organization and agree to provide a reconciliation and transfer of funds on a monthly basis. This includes, but is not limited to memberships sold by the Zoo at the gate and sponsorship monies secured by the Society on the Zoo's behalf.

6. CAPITAL PROJECTS

(a) The County and the Society may agree from time to time to jointly or separately fund capital projects for the Zoo. With regard to each such capital project, the County and the Society agree to proceed as follows:

(1) For projects funded partially or totally by the County, appropriations for each project shall be established by the County in writing and reviewed annually during the County budget deliberations or more often if appropriate. The Society must obtain approval from the Society Board for any projects that the Society agrees to fund or partially funds.

(2) The Society and the County will agree to share costs only under procedures mutually agreed to in writing by the Society and the County from time to time.

(3) For each such capital project, the County and the Society will execute a specific agreement describing sources and uses of funds, procedures for transferring the Society's share of project costs to the County, program management, project schedule, County Architectural Services fees, and any other specific agreements. The Zoo Director will submit each agreement to the Committee on Parks, Energy and Environment for approval prior to bidding the project.

(4) No such capital project may proceed where the County will share the cost of such capital project until the County Board appropriates funds for such project and until the Society transfers its share of the appropriation or provides assurances acceptable to the County of the timely availability of such funds.

(5) The County and the Society shall share the costs of a project manager to coordinate and monitor any capital project as agreed to by the Society and the County, the terms of such shared costs to be agreed to by the Society and the County in advance.

(b) Before accepting a donation for a Zoo capital project, the Society agrees to notify the Zoo Director of any donation, intent to support or indication of interest in any new capital project not already authorized by the County. Upon receipt of such information, the Zoo Director shall, at his discretion, inform the County Executive and the Committee on Parks, Energy and Environment, and seek approval to proceed to the next phase or recommend disapproval.

7. SOLICITATIONS AND DONATIONS.

(a) The Society shall have the right to solicit and receive donations, gifts, grants and other forms of revenue from any source during the term of this agreement, provided such revenue received is used by the Society to support the Zoo within the mission of the Society.

(b) Zoo employees authorized by the Zoo Director may participate in solicitations at the request of the Society.

(c) No other County employee shall solicit any donations for the Society unless the County specifically approves such activity.

(d) Any proposed donation to benefit programs, activities or exhibits at the Zoo that includes restrictions or contingencies must be approved by the Zoo Director prior to acceptance, and any building or renovated area that is created through the donations are the property of the County.

(e) The County and the Society agree to encourage cooperative and collaborative fundraising efforts among the Zoo staff and the Society's staff in support of the Zoo. Participation in such cooperative efforts must be approved by the Zoo Director (with respect to County staff) and the Society's President and CEO (with respect to Society staff). By July 1 each year, the Zoo Director and the President and CEO of the Society, along with the appropriate support staff, will meet to jointly establish a prioritized list of capital projects, animal

acquisitions, green initiatives, programs, and equipment. The County and Society will review estimated costs from the list of priorities provided by the County and agree to specific projects by August 1 each year that the Society will attempt to fundraise for. Interim reports will be provided by the Society at the request of the Zoo Director.

(f) The Society will plan, organize and execute fundraising events throughout the year. Society staff will work with Zoo staff to schedule events within the Zoo master calendar and will follow the LOI and work order requirements established between the Zoo and Society. At the request of the Society's President and CEO and subject to the approval of the Zoo Director, the County will make a senior Zoo staff person available at Society events such as Zoo Ball and the Birdies and Eagles Golf Outing.

The Society's current fundraising efforts are noted below. This is a representation of some of the methods used by the Society and is not intended as an all-inclusive listing.

- Annual Appeal
 - The Society generally undertakes an appeal to members/donors for a specified project each year. Such projects typically are mutually agreed upon by the Society and Zoo. Promotional banners and signs may be placed in the Zoo to increase awareness of the appeal on the Zoo grounds. Articles describing the appeal may be placed in the Society Publications.
- Sponsorships
 - The Society will solicit sponsorships for Zoo events and attractions and for Society events and programs. The terms of Zoo sponsorships will be approved by the Zoo's Director of Public Affairs and Services. By June 1 each year, Zoo and Society staff will prepare the sponsorship budget, evaluate the fair market values of sponsorship opportunities and develop a prospect list of potential marketing partners. Jointly, the staff will develop recognition material and acknowledgement of current sponsors and present a summary album documenting the fulfillment of contractual agreements with sponsors. The Society staff will take the lead on producing the summary albums; however staff from the Society and Zoo will work together in compiling the support data for these albums. Zoo and Society staff will work closely

together on collateral for any sponsored event/attraction to ensure logos are accurately displayed and sponsors sign off on materials. The funds received from sponsorships will come to the Society. The Society will pay the Zoo the sponsorship fee, less the cost of materials to produce any sponsorship recognition. The sponsorship dollars received from the Society will be credited in the Zoo's budget as Society support for sponsorship.

(g) Neither the County nor the County's employees may utilize the Society's donor list or donor information to contact or solicit support for the Zoo or any other organization from such individuals without the prior written approval of the Society President and CEO.

(h) Donations from the Public

(1) The Society shall have the right to solicit and receive donations, gifts, and other forms of revenue to support programs, activities or exhibits at the Zoo from any source during the term of this agreement, provided that such revenue received is used by the Society to support the Zoo within the mission of the Society.

(2) To the extent that a donation in support of the Zoo is made directly to the County, the County shall inform the Society's Development Department of the amount of the gift, the date of the gift, and any restrictions placed on the gift. Upon approval by the Zoo Director, the Society may, at its discretion, contact such donor to recognize the gift made in support of the Zoo. Any additional follow-up with such donor will be the responsibility of the County. The Society will not issue an acknowledgment letter to the donor for purposes of documenting a tax-deductible charitable donation. The County, at its discretion, is responsible for providing any such acknowledgment.

(i) Grants from the Society

(1) The Society shall provide written notification to the Zoo Director of any grant opportunity based on research that will support the Zoo's mission.

(2) Prior to applying for any such grant, the Society shall require timely written confirmation from the Zoo Director that the opportunity would be of benefit to

programs, activities, or projects at the Zoo, and that the Zoo will cooperate in the Society's activities in connection with such grant.

(3) The Society will work with the Zoo Director, or his/her designee, to compile progress reports for all funded projects.

(4) The Society will track and provide a status report of grants that were accepted and/or declined for programs, activities, or projects at the Zoo to the Zoo Director and the Society's President and CEO.

(5) The Society will provide the Zoo with a copy of awarded grant agreements which will outline the terms and/or restrictions of the grant.

(7) If Zoo staff assist the Society in implementing all or part of a grant, the Zoo Director, or his/her designee, agrees to cooperate in the reporting with respect to such grant, including but not limited to, assisting in design options, project management, vendor identification and expenditure review to assure that uses of grant funds are within the approved purposes of the grant agreement.

(8) To provide for full disclosure of Zoo operating revenues and expenditures, the County agrees to establish and maintain a specially designated account with the County Treasurer to receive Society grants and to expend any revenues received from that account according to any applicable restrictions on use.

8. RECORDS

(a) The Society shall provide the following to the County annually:

(1) The Society's audited financial statements and management letter issued in conjunction therewith.

(2) A copy of the Society's adopted budget for its upcoming fiscal year.

(3) When applicable, updated copies of the Society's Articles of Incorporation and Bylaws.

(4) The public disclosure copy of the Society's IRS Form 990.

(5) An annual report of the Endowment funds held by the Society for the benefit of programs, activities or exhibits at the Zoo, including the fund balance and details of any disbursements from the fund(s). Interim reports will be provided by the Society upon written request of the Zoo Director.

(6) Upon the close of each of the Society's fiscal years, the Society President and CEO shall provide to the Zoo Director a report of the scope and actual amounts of financial support for Zoo operations, capital projects and other support that the Society provided to the Zoo in that fiscal year. The report shall include a listing of all funds donated to the Society for the benefit of programs, activities or exhibits at the Zoo, along with the amount donated and the designated purpose for each project receiving funding. The report shall also include an account of funds expended for in-kind operational support provided to the Zoo by the Society.

(b) The Society and the County shall provide each other access to all construction and other documents or records related to the construction of or disbursement of funds for capital improvement projects in which the Society participates. These documents and records shall include an accounting of the amount of funds received and disbursed by the Society and/or the County for a particular capital improvement project, but shall not include any documents which would contain information regarding individual donors or other sources of such funds.

(c) The Society and the County shall provide each other with access to all documents or records related to co-sponsored events or programs. These documents and records shall include an accounting for the expenses incurred and funds received disbursed by the Society and/or the County for such co-sponsored event or program, but shall not include any document which would contain information regarding individual donors or other sources of funds.

(d) The Society and the Zoo/County shall exchange such additional reports as may be helpful to the operation of the Society and the Zoo. The Reports are described on **Exhibit C** and may be amended from time to time by agreement of the parties.

9. INDEPENDENT CONTRACTORS.

In the performance of this Memorandum of Understanding, both the County and the Society will be acting in an individual capacity and not as agents, employees, partners, joint

venturers or associates of one another. The agents or employees of the one shall not be construed to be the agents or employees of the other. County employees shall remain employees of the County notwithstanding the fact that they may assist the Society.

10. CONFLICT OF INTEREST.

(a) The County and Society each are responsible for ensuring that its employees are informed of and comply with the provisions of its respective ethics and conflict of interest policies. Neither party is responsible for supervising compliance with the provisions of the other's ethics or conflict of interest policies.

(b) County employees may join the Society but shall not serve as officers or directors.

(c) The Zoo and their agents and employees shall comply with all applicable Federal, State, and Milwaukee County laws and regulations governing conflicts of interest.

(d) The Society shall comply with the conflicts of interest rules that apply to it as a Wisconsin nonstock corporation organized under Chapter 181 of the Wisconsin Statutes and with the excess benefit transaction rules set forth in Section 4958 of the Code that apply to it as an organization described in Sections 501(c)(3) and 509(a)(1) of the Code.

11. TERMS.

(a) The initial term of this Memorandum of Understanding shall be three (3) years (Initial Term) and shall automatically renew for an additional three (3) years (Additional Term). Either party may terminate this Memorandum of Understanding only by providing at least one calendar year written notice (as defined in Section 15) to the other party prior to the extension of any Additional Term. For purposes of clarification, neither party may terminate this Agreement except at the end of an Additional Term.

(b) This Memorandum of Understanding contains all the terms and conditions agreed upon by the parties hereto, and no other agreement, oral or otherwise, regarding the subject matter of this Memorandum of Understanding shall be deemed to exist or to bind any of the parties hereto, or to vary any of the terms contained herein, unless contained in a written agreement entered into by both of the parties hereto. All the provisions of this Memorandum of Understanding and any amendment thereto shall extend to and be binding upon and inure

to the benefit of the successors of the respective parties. This Memorandum of Understanding, or any provision hereof or any right or obligation arising hereunder, is not assignable by either party in whole or in part, without the express written consent of the other party.

12. INDEMNIFICATION.

To the fullest extent permitted by law, the County and the Society agree to indemnify, defend and hold harmless the other party and their elected officials, officers, employees and agents, against any and all liability, losses, charges, fines, costs or expenses including attorney's fees to the extent such damages including suits at law or in equity are caused by or resulting from any wrongful, intentional or negligent acts or omissions of the indemnifying party which may result in any person, persons, or organization suffering bodily injury, personal injury, death or property loss or damage, employment practices, civil rights or environmental liability and impairments arising out of this Agreement. Milwaukee County's liability shall be limited by Wis. Stat. § 345.03(3) for automobile and § 893.80(3) for general liability.

13. INSURANCE

(a) The Society shall, during the term of this Agreement, keep in full force and effect a policy of Commercial General Liability insurance, \$1,000,000 Per Occurrence \$2,000,000 General Aggregate (bodily injury & property damage including personal injury, fire, legal contractual and products/completed operations) and automobile insurance in an amount not less than \$1,000,000 per accident combined single limit, with coverage for bodily injury & property damage, all autos owned, non-owned and/or hired, and uninsured motorists coverage per Wisconsin requirements. The Society shall also maintain insurance coverage for worker's compensation (waiver of subrogation by policy endorsement in favor of Milwaukee County) as required by the State of Wisconsin, including employer's liability. The Zoo and Milwaukee County as its interests may appear shall be named as an additional insured for general liability and vehicle 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. 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. Coverages shall be placed with an insurance company approved by the State of Wisconsin. A certificate indicating the above coverages shall be submitted for review and approval by the County for the duration of this agreement.

(b) Milwaukee County is a municipal body corporate that self-funds for liability under Wis. Stat. secs. 893.80 and 895.461(1), and for automobile liability under Wis. Stat. sec. 345.05. Milwaukee County is also permissibly self-insured under Wis. Stat. sec. 102.28(2)(b) for Workers' Compensation. This protection is applicable to Milwaukee County officers, employees and agents while acting within the scope of their employment or agency. The County agrees to provide a letter of financial responsibility in proof of this.

14. APPLICABLE LAW.

The validity, legality and all matters relating to the interpretation and effect of this Memorandum of Understanding including any amendment shall be governed by the laws of the State of Wisconsin.

15. AMENDMENTS.

No amendment, change or modification to this Memorandum of Understanding shall be effective or enforceable unless it is in writing and executed by each party to this Memorandum of Understanding.

16. NOTICE.

(a) Any notice or notices required or permitted to be given pursuant to this Memorandum of Understanding may be personally served on the other party by the party giving such a notice, or may be served by certified mail, postage prepaid, return receipt requested.

(b) All notices to the County shall be sent addressed to the following: Director, Milwaukee County Zoo, 10001 West Blue Mound Road, Milwaukee, Wisconsin 53226.

(c) All notices to the Society shall be sent addressed to the following: President & CEO, Zoological Society of Milwaukee County, 10005 West Blue Mound Road, Milwaukee, Wisconsin 53226.

17. TERMINATION OF PRIOR MEMORANDUM OF UNDERSTANDING.

The Memorandum of Understanding previously executed between the County and the Society dated November 27, 1996 is hereby terminated effective as of the date above written.

MILWAUKEE COUNTY

ZOOLOGICAL SOCIETY OF MILWAUKEE COUNTY, INC.

Director, Milwaukee County Zoo

President & CEO

County Executive

Chairman of the Board

DRAFT

Exhibit A

Facilities

Communications, Membership and Marketing department

- Office, storage and Guest Services space located primarily in the northeast section of the US Bank Gathering Place (approximately 2,810 sq. ft.).

Creative department

- Office and storage space located in the loft area of the octagonal barn in the Northwestern Mutual Family Farm (approximately 2,038 sq.ft.).

Conservation and Conservation Education departments

- Office, classroom, staff lunchroom, storage and conference room space located at the Karen Peck Katz Education Center on the south end of the parking lot (approximately 15,063 sq.ft. over two floors).

Kohl's Wild Theater Education Program

- Outdoor performance space located in the Northwestern Mutual Family Farm for spring, summer and fall shows (approximately 3,600 sq.ft. – includes bleacher sitting and two backstage storage areas). This space will be shared with other performances and shows that the Zoo may wish to provide. Zoo and Society staff will coordinate the schedule.
- Indoor performance space and storage space located in the US Bank Gathering Place Atrium during the summer (approximately 631 sq.ft. - minimum of two performances daily).
- Rehearsal space in the Special Exhibits Building or the Zoofari Conference Center during portions of May and September (approximately 1,600 sq.ft.).
- School group lunchroom space in the Special Exhibits Building (eastern portion) from October to March each year (approximately 1,600 sq.ft.) when available.
- Occasional usage of the Peck Welcome Center for high school lecturers and Animal Ambassador graduations.

President/CEO, Finance/Accounting, Development and Zoo Pride departments

- Offices and storage located in the lower level of the Peck Welcome Center (approximately 2,700 sq. ft.).

Garage location

Cart storage garage located behind the Flamingo Café on the northwest side of main parking lot (approximately 800 sq. ft.).

(Please note: In addition to the items referenced above, staff utilize parking spaces in the Zoo's public parking lot at no charge.)

This list describes the location and amount of space currently provided to the Society. At the Zoo's discretion, with one-year written notice to Society's President and CEO, or sooner if mutually agreed upon by the Zoo Director and the Society's President and CEO, the location and amount of space made available may change.

DRAFT

Exhibit B

Zoo Pass Membership Pricing and Benefits

Zoo Pass Membership Pricing

The Zoo and the Society are committed to balancing and maximizing revenue from admission and membership, while continuing to fulfill the Zoo's mission and ensuring that the Zoo is accessible to all but also keeping in mind the cost of running the zoo. A successful Zoo helps the Society generate more memberships which, in turn, helps in raising funds to support the Zoo and the Society. As part of its annual budget process, the Society's Board of Directors will approve Zoo Pass membership rates. As part of its annual budget process, the County Board will approve admission rates. The Society and the Zoo will provide one another with a synopsis of the due diligence process used to determine any adjustment to membership fees/admission fees.

To keep Zoo admission and Society Zoo Pass membership prices in line, the Zoo and Society agree to the following general membership pricing ranges:

- Individual memberships will generally range in price between 3.5 to 3.9 times the regular County summer individual admission prices for the basic membership and between 3.5 and 3.9 times the regular County summer individual admission and parking for the parking plus memberships.
- Family memberships will generally range in price between 2.0 to 2.5 times the regular County summer admission prices (based at a minimum of 2 adults and 2 children) for basic and between 2.0 and 2.5 times for County summer admission prices (based on 2 adults and 2 children and the parking fee) for parking plus memberships.
- The above multipliers are general guidelines to be used in determining membership pricing. Another consideration, of equal importance, is the price the Milwaukee market will bear when compared to other peer Midwest zoos. Economic factors and the timing since the last increase(s) should be taken into consideration when reviewing membership pricing.

Membership Benefits

All Zoo Pass membership benefits must be approved by the Zoo Director. Text and images are subject to the Zoo Director's approval in accordance with Section 3(d) of the MOU.

The following benefits will be associated with the Society's Zoo Pass membership program:

- Zoo Pass members will receive free admission into the Zoo during regular Zoo hours for the adults named on card and minor children and/or grandchildren. (The Zoo Pass

members will be informed that a photo ID and Zoo Pass card will need to be presented for admission.)

- Participation in AZA's reciprocity program as approved by the Zoo Director, which will be maintained by the Society.
- 10% gift shop discount when the Society membership card is presented
- Free parking for one vehicle per membership per day with Zoo Pass Plus
- Special members-only events that will be coordinated with the Zoo's master calendar and be documented in Letters of Intent.

* Zoo Pass admission/parking privileges are not inclusive of company picnics or class field trips when group rates have been established for the picnic/field trip.

Member Field Trips:

The Society can offer field trips to members as a benefit of membership. These trips will be to other zoos, aquariums, museums and places of interest as determined by surveys of participants. Society staff will serve as host/hostesses on the buses. The Society will follow the LOI and work order requirements in requesting support from the Zoo concessions for the continental breakfast and area set-up for participant check-in.

Additional membership benefits:

- The Society and Zoo may negotiate higher gift shop discounts or discounts on certain items subject to Zoo Director's approval.
- Upon agreement of the Society President and CEO and Zoo Director, the Society and Zoo may offer loyalty programs to increase in-park member spending.

Membership Marketing:

The Society will establish a budget to promote the Society membership program, the Zoo and its events/animals.

- The Society media plan along with all promotional/advertising materials will be shared with the Zoo's Director of Public Affairs and Services to ensure maximum visibility within the community and to assist the Zoo in establishing their media marketing calendar to ensure maximum media coverage during the summer season. The Zoo's Director of Public Affairs and Services will share the Zoo's media plan and promotional/advertising materials to ensure message consistency and to provide for maximum media coverage in the community.

- Copies of pieces that promote sponsors (events and attractions) will be included in sponsor wrap-up albums with the corresponding circulation numbers.
- The Society will present the animals and Zoo in a positive light and in a respectful manner.

Society Publications:

The Society will produce publications for distribution to the members (53,000+ Households circulation) and a complimentary list that will consist of other zoos, aquariums, doctors' offices, etc. The publications currently consist of *ALIVE* magazine, *Wild Things* newsletter, and the Annual report for the Society which will be an online publication. These are a benefit of Society membership.

ALIVE Magazine

- The magazine will feature articles that relate to the Society's mission.
- The magazine will be produced up to three times per year.
- Zoo staff will be interviewed at their convenience and with the approval of senior Zoo staff. Zoo staff will have the opportunity to proof articles pertaining to the animals, events or the Zoo prior to publication.

Wild Things Newsletter:

- The intent of the publication is to be the source of information for events and programs at the Zoo and for the Society.
- Zoo staff will have the opportunity to proof articles pertaining to the animals, events or the Zoo prior to publication.
- *Wild Things* will be produced at least 6 times per year.
- The publication will associate sponsors with the events/attractions and provide timely updates for members on the annual appeal, events and other promotions.

Annual Report:

- The Society annual report will be an online document made available on the Society Web site by the end of May following the previous fiscal year.
- An abbreviated form the annual report will be submitted to the Zoo Communications department to be included the Zoo annual report.
- The annual report will be provided to the Zoo for review prior to its publication.

Social Media and E-mails:

- The Society will promote Zoo and Society events and programs to the Society members via e-mail blasts and social media.
- When needed, and with the approval of the Zoo's Director of Public Affairs and Services, the Society will send out an e-mail to members to encourage participation in fundraising activities such as Breakfast and Lunch with Santa.

DRAFT

Exhibit C

Reports

Reports to be Provided by the Society

<u>Name</u>	<u>Description</u>	<u>Frequency</u>	<u>Method of Delivery</u>
Society Special Event Attendance	# of people attending Society Special Events	Generally within 30 days after the event.	Email
Society Special Attraction Attendance	# of people attending Society Special Attractions	Generally within 30 days after the event.	Email
Education Field Trip Attendance	# of people on field trip	Generally within 30 days after the event.	Email
Zoo Pass Plus parking report	Reflects parking errors and education parking	Monthly	Email
Partial and Full Gate reports	Record of zoo visitors who joined at the gate or after admission pd	Bi-Monthly	Email
Society Media Grid	Spreadsheet of media placement by Society	Annually	Email
Membership statistic report	Stats on member household and renewal rates for AZA.	Annually	Email
Contributions received	Amounts, purpose and sources	Annually	Email
Endowment Report	Beginning balance with detail of disbursements for funds held for the benefit of Zoo programs & activities.	Annually	Email

Capital Expenditures report	Capital project summary for Zoo – amount and purpose	Annually	Email
Additional Reports	As listed in Section 8(a) of the MOU	Annually	Email or printed copy
Field Conservation Support	Cash & in-kind support for each ZSM field conservation project	Annually	Email
Society Annual Audit	Externally prepared annual audit	Annually (est. April)	Email or printed copy to Zoo & County Audit Division
Society Zoo Pass Membership Expenditure Uses	Expenditures associated with the Zoo Pass membership program	Annually	Email
List of Zoo Pass Members by Category	List of Members by category and Revenue Associated with each Category	Annually	Email
Synopsis of Zoo Pass Pricing due diligence	Provide information on the assessment process including market rate data on similar institutions	Annually	Email
Society Operating Budget	Revenue and Expense budget	Annually	Email
Schedule reflecting “Society Support Provided to the Zoo” (in the format presented in Exhibit H)	Reflecting support provided to the Zoo	Annually	Email

Reports to be Provided by the Zoo

<u>Name</u>	<u>Description</u>	<u>Frequency</u>	<u>Method of Delivery</u>
General Zoo Attendance Records	Daily attendance including weather status	Daily	Email
Parking Reports	Parking for members and non-members	Monthly	Email
Membership transactions by Zoo staff	Including partial and full gate transactions.	Monthly or more frequently as needed.	Email
Zoo Special Event Attendance	# of people attending Zoo Special Events	Generally within 30 days after the event.	Email
Zoo Special Attraction Attendance	# of people attending Zoo Special Attractions.	Generally within 30 days after the event.	Email
Per Cap Spending	Spending analysis of all attendees.	Monthly	Email
Contributions received by the Zoo	Funds received by the Zoo for projects or program support.	As received.	Email to Society CEO and Development Director
Conservation Project Requests for funding by the Society	Description of Society funded Zoo conservation projects.	Annual – Initial identification of projects after budget is approved. Final project reports following the end of the fiscal year.	Email
Animal Inventory Report	Status of animals at the Zoo (births, deaths, shipments, etc...)	Monthly (or as released)	Email

County support provided to the Society	Value of in kind support provided (rent, utilities, etc.)	Annually	Email
Synopsis of Zoo Admission Pricing due diligence	Provide information on the assessment process including market rate data on similar institutions	Annually	Email
Schedule reflecting "County Support Provided to the Society" (in the format presented in Exhibit G)	Zoo In-kind support to the Society	Annually	Email

DRAFT

Exhibit D

After-hour Zoo Events at the Zoo

The Zoo, with agreement by the Society, may charge members a nominal admission fee for the following after-hour events:

- Sunset Zoofaris (6 nights – 6:00 p.m. to 9:00 p.m.) 81% of guests are members
- Boo at the Zoo (2 nights - 6:00 p.m. to 9:00 p.m.) 85% of guests are members
- Halloween Spooktacular (2 nights - 6:00 p.m. to 9:00 p.m.) 81% of guests are members
- Other events as mutually agreed upon

In order to communicate any nominal admission fee charged by the Zoo to Society members, the Zoo Director will inform the Society's President and CEO a minimum of four months prior to the event.

Exhibit E

Zoo Pass Membership 50% Revenue Share Program

The Society and the Zoo have the following common goals:

- We hope to grow the Society Zoo Pass Membership to support increase attendance, provide a steady revenue stream and create the opportunity for increased financial support.
- All parties want to encourage repeat visitation and encourage increased in-park spending.
- To ease administrative burden, our goal is to streamline the reporting and reconciliation of payments between both organizations.

The Zoo and the Society agree to replace the previous Zoo Pass Plus parking payment program and the additional cash financial support provided to the Zoo (not including sponsorships raised by the Society for Zoo programs) with the following Zoo Pass Membership 50% revenue share program beginning on January 1, 2014:

- For any Zoo Pass membership received by the Society, the Society will pay to the Zoo 50% of the net Zoo Pass Membership revenue received (revenue received less credit card charges). This includes Basic and Plus Zoo Pass memberships. 50% of any multi-year Zoo Pass memberships will be paid to the Zoo in the respective year (2nd or 3rd).
- For any Zoo Pass membership received at the Zoo's admission gates, the Zoo will pay to the Society 50% of the net Zoo Pass Membership revenue received (revenue received less credit card charges). This includes Zoo Pass Basic and Plus memberships.
- On a monthly basis, staff from the Society and the Zoo will share reports via email on memberships sold and calculate the 50%/50% split. Payments between the Zoo and the Society for their respective share will occur as follows:

<u>Time Period</u>	<u>Payment Month</u>
1/1 – 3/31	April
4/1 – 6/30	July
7/1 – 9/30	November
10/1 – 12/31	January

- It is estimated that Zoo Pass Membership revenues for calendar 2014 could total \$6,200,000 allowing each entity to receive \$3,100,000 in Zoo Pass Membership revenue if member retention/recruitment rates are consistent with the previous year.
- If Zoo Pass membership should increase or decrease, the Zoo and the Society will jointly share in the risk and rewards.

Exhibit F

In-kind Program Support provided by the Society to the Zoo

Conservation Education Programs

Conservation Education can provide:

- It is estimated that over 320,000 individuals are impacted annually by Conservation Education
- Grade-appropriate, school-focused education program experiences for age 3 Kindergarten through 12th grade students
- Continuing education for teachers in the form of 2.5 hour early childhood teacher workshops and 1-credit environmental education courses offered through the University of Wisconsin – Milwaukee
- Promotion to schools in southeastern Wisconsin of the availability of field trip opportunities at the Zoo and optional education programs to enhance student learning. Promotion occurs through Web sites, School Program brochures and Wild Things/Alive publications
- Fee-based early childhood classes for individual children ages 2-5 and one accompanying adult (member and non-member) – offered weekdays and weekends throughout much of the year
- Fee-based classes and camps for children ages 6-14 (member and non-member) – offered weekends October-May and weekdays from mid-June to mid-August
- Fee-based classes for families (member and non-member) – offered weekends
- Fee-based programming for Scout groups – offered schools days off & weekends
- Invitational, grant-funded programming focused on serving disadvantaged youth through schools and community centers:
 - *Animal Ambassador* programs involve 2nd, 3rd and/or-4th grade classes from schools serving low-income neighborhoods in multi-contact programming that culminates with the 4th grade students “graduating” as ambassadors and receiving tickets that allow the students and up to five family members to visit the Zoo in the summer. Generally serving 26 schools
 - *Camps for Disadvantaged Youth* provide day camp experiences at no cost to parents/guardians of up to 504 children attending one of seven community centers
- *Kohl’s Wild Theater*: Free, theater-based conservation education programming for Zoo guests (summer months) as well as free community outreach throughout much of the year to schools, festivals, libraries and community centers within an hour’s drive of the Zoo. By several measures this is now the largest zoo-based theater program in the U.S.
- The Society partners with many groups to make education programs possible. These include the UW-Milwaukee School of Education, several Milwaukee-area elementary schools, Big Brothers Big Sisters, and neighborhood centers
- The Society also provides funding for Zoo education programs including, but not limited to:
 - Animal Pathology Fellowship Program and associated expenses
 - Clinical Zoo Veterinary Residency Program and associated expenses
 - Animal Division Preceptorships/Internships

Communications, Membership and Marketing departments

Guest Services:

The Society will provide welcoming services to non-members and members visiting the Zoo via Guest Services. These services will include but will not be limited to: providing information to enhance a Zoo visit, way-finding at the Zoo, lost and found (turned over to the Zoo at close of business), information on attractions, lost children (to be directed to main Zoo office), emergency supply of diapers, wipes, etc., monitoring brochure kiosks to ensure ample stock, comments/concerns collection and distribution to appropriate departments.

Travel Program:

As the economy allows, the Society may develop and execute an international travel program allowing for the Zoo Director and/or key Zoo staff to serve as trip escorts/guides.

- Society will promote the program/trip to cover the transportation & tour costs.
- The Society will work with a licensed travel agent to plan/execute the trip.
- Whenever possible, the Society will incorporate a donation to the Society in the cost of the trip.

Creative department

The Society Creative department will provide the following services to the Zoo:

- Offset-print creative services for the Zoo including such items as the gate brochure, event invitations and programs and other assorted projects
- Graphic services needed for the upkeep of the Milwaukee County Zoo website
- Research, writing and design of animal interpretive signage and exhibit signage. They will also design and produce temporary Zoo event signage
- Creative design for web, monitor and kiosk video and interactive programs
- Creative brainstorming and outsourcing on the Zoo's behalf for new exhibit displays
- Coordination with Zoo staff to determine the upgrades and sign replacements made and charged to the yearly line item in the creative budget as zoo support.

Conservation department

The Society's Conservation Department is charged with implementing national and international programs designed to contribute to the survival of endangered animal species (with relevance to the Zoo) and their habitat. Current programs and activities are:

- **BCBI**: The Bonobo and Congo Biodiversity Initiative (BCBI) was created in 1997 to study and ensure the survival of wild bonobos in the Salonga National Park, a UNESCO World Heritage Site and the largest block of protected bonobo habitat in the Democratic Republic of Congo. The bonobo (*Pan paniscus*) is an endangered great ape found only in the rainforests of the DRC.
- **SSP**: In tandem with BCBI is Society's participation in the management of the captive bonobo population within zoos in North America, otherwise known as the Bonobo Species Survival Plan (SSP).

- Support of Zoo: Funds are provided annually to the Zoo to help support conservation and research projects, some of which involve zoo staff such as the Humboldt penguin in Chile and amphibians in Grenada. These projects may vary from year-to-year.

Development Department

The Society's Development Department is responsible for establishing and nurturing relationships with external constituencies to cultivate their interest and inspire them to support the Society and the Zoo with financial resources, products, services, time, and/or counsel.

The intent of building and stewarding these relationships is to form a solid foundation that will in turn support the Zoological Society's mission; to take part in conserving wildlife and endangered species, to educate people about the importance of wildlife and the environment, and to support the Milwaukee County Zoo.

Programs managed by the Development Department include:

- Platypus Circle - The Platypus Circle is the highest level donor recognition group in the Society's network of support.
- Simba Circle - The Simba Circle recognizes and honors individuals who have made a planned or deferred gift to the Zoological Society, for the benefit of the Zoo or the Zoological Society as directed by the donor(s).
- In-kind Donations - The Society's Development Department identifies possible sources for in-kind donations, solicits, acknowledges, and stewards in-kind gifts of services, products, expertise, etc. that primarily benefit programs, exhibits or activities at the Zoo. In-kind donors are recognized in the Platypus Circle.
- Grants - The Society's Development Department pursues funding from foundations and individuals that are committed to providing grants that support the Society's mission. In addition, the Society will help to secure grant funding for the Milwaukee County Zoo that aligns with the Zoo's mission and goal of increasing the percentage of funds accredited zoos allocate towards conservation efforts.
- Capital Campaign - Funding for Capital Campaign projects consists of public and private funds managed through the Society to improve animal exhibits and facilities.
- Endowment - Restricted endowment gifts and bequests to benefit both the Zoo and the Society. Funds are retained and invested to generate annual earnings and used solely for its stated purpose.

Information Technology

The Society supports the Zoo with information technology-related services including but not limited to:

- Web site development and maintenance
- Gathering Place LCD programming, scheduling, and up-keep (such material will be reviewed by the Zoo prior to posting)
- Joint intranet (InsideMCZ), development and maintenance
- Transfer and reporting of data to support member information and transactions within the Zoo's point-of-sale system

- Web cam installation and maintenance
- E-ticketing server purchase and hosting.

Zoo Pride Volunteers

Zoo Pride, the volunteer auxiliary of the Zoological Society of Milwaukee County, which began in 1975, has approximately 600 members providing over 40,000 hours of volunteer services annually to the Zoo in the following areas:

- Volunteer Training
- Artifact Carts/stations at the Zoo
- Assisting in education classes, greeting school busses & staffing the Zoo's library
- Staffing the Information Booth and the Guest Services Kiosk
- Providing guided behind and in front of the scenes tours
- Provide Animals in Action talks such as theater program, giraffe feedings, camel talks/training, elephant demonstrations/training, primate talks and bat talks
- Assist at special events and in preparing supplies for special events
- Provide animal watches as requested by Zoo staff
- Participate in animal enrichment projects
- Clerical work in offices
- Fundraising to support local and worldwide conservation efforts, and also raising money internally to support ongoing annual and long term projects at the Zoo
- Speakers' Bureau, which takes slide-based programs about animals and the Zoo to adult groups in the community.
- Sensory Safari, which serves groups comprised of individuals with disabilities and special needs. This is a hands-on program in which participants can touch an array of North American animal taxidermy mounts. Zoo Pride maintains the mounts and repairs for the mounts.
- Most important, Zoo Pride volunteers are ambassadors of the Zoo. They promote Zoo activities, programs, events, conservation, and make sure the guests are having a good experience.

Exhibit G

County Support Provided to the Society

Zoo In-kind Support to the Zoological Society

Facilities	\$	507,598
In-kind Staff Support	\$	165,111
Value of Free Admissions for Members*	\$	6,921,237
Value of Merchandise Discount for Members	\$	61,125
Group Sales Platypus 10% & 20% Discounts	\$	11,052
Value of Free Building Rental Charges	\$	89,440
Ticket Discount Value for Members	\$	73,579
Value of Free Pepsi Products from Zoo's Pepsi Contract	\$	3,466
Free Cedar Crest Ice Cream from Zoo's Contract	\$	4,533
Parking Plus \$1 Discount	\$	179,391
Parking Plus Not Billed Due to Cap	\$	226,533
Value of Free Parking for Platy Memberships	\$	56,184

Total Zoo Support to Society	\$	8,299,249

This list is not meant to be all inclusive but serve as a representation of Zoo Support and commitment to the Society and is based on 2013 experience.

Exhibit H

Society Support Provided to the Zoo (Est.)

<u>Zoo Pass Membership 50% Revenue Share Program²</u>	\$3,100,000
<u>Cash Raised for Zoo Operations/From Members/Trust Fund Budgets</u>	
Annual Appeal Support	\$70,000
Sponsorships ¹	\$345,000
Guest Admission paid by Zoo Pass member at gate	\$45,505
Society members "per cap" spending in the Zoo ⁶	\$3,286,389
Zoo Group Sales revenue booked by Platypus Members	\$73,680
Trust Fund Sponsorships ¹	<u>\$50,000</u>
Total Cash Raised for Zoo Operations/From Members/Trust Funds	\$3,870,574
<u>Zoo Expenses Paid by Society</u>	
Zoo Conservation Program Support	\$66,000
Maintenance Service Agreements ⁴	\$148,825
Zoo Service Payments & Misc ³	\$36,265
Zoo Project Support from Annual Appeal funds	\$43,228
Zoo Attraction Tickets used by Members	\$168,045
Pathology Intern Support (Animal Hospital) ⁵	\$56,159
Graphics Expense for Zoo materials	<u>\$100,000</u>
Total Zoo Expenses Paid by the Society	<u>\$618,522</u>
Total Cash Support from ZSM and/or Zoo Pass Members	\$7,589,096
<u>In-Kind Support (Society calculated)</u>	
SSP, Conservation staff & BCBI Conservation Program	\$475,385
External Service In-kind to Zoo	\$210,000
Education Staff & Programs	\$155,417
Kohl's Wild Theater Program	\$378,874
Zoo Pride Volunteer Services	\$83,771
Graphics staff	\$203,287
Guest Services Kiosk	\$52,230
Publications	\$395,906
Zoo sponsorship expenses (ZSM staff/expenses)	\$55,691
"MCZ Free Day" advertising and Winter event	\$57,000
Technology support	\$61,306
Publications benefiting the MCZ	\$121,800
Annual Appeal web cams and web streaming	\$43,300
Value of Zoo Pride volunteer hours ⁷	\$567,078
Value of ZSM Board members volunteer hours	\$18,047
Marketing and/or Advertising benefiting the MCZ	\$378,000
Membership Services Support	<u>\$53,840</u>
Total In-Kind Support	<u>\$3,310,932</u>
Est. Financial Support provided by the Society to the Zoo	\$10,900,028

¹ Revenue Pass through when raised by Society w/ support from Zoo.

² See Exhibit E for new Society support model for the Zoo effective January 1, 2014.

³ Reimbursement; billed on actual usage.

⁴ HVAC, Elevator and Lift maintenance support (Endowment funds pays est. \$38k).

⁵ UW program, supported by Society.

⁶ Based on Zoo's "per cap" of \$5.48 times Zoo Pass member attendance.

⁷ Based on Zoo Pride volunteer hours of 50,051 times \$11.33 est. hourly value.

Note: Not reflected above is \$20,138,790 in capital funds raised by the Society (2000-2013).

COUNTY OF MILWAUKEE
INTER-OFFICE COMMUNICATION

11

DATE: March 27, 2014

TO: Supervisor Marina Dimitrijevic, County Board Chairman

FROM: Charles Wikenhauser, Zoo Director

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

ISSUE

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

BACKGROUND

Previously, the Wisconsin Electric Power Company (WEPC) was granted an easement to relocate a high voltage underground distribution line on Zoo property. This work was necessary because of the Zoo Interchange renovation project. This same project will now require the electrical power supply to the Zoofari Conference Center and the Zoo's Warehouse and Maintenance Shop. WEPC is requesting an easement from Milwaukee County to install a new underground power supply to those facilities.

RECOMMENDATION

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

Charles Wikenhauser
Zoo Director

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

1
2
3
4
5
6
7
8
9
10
11
12
13
14
15
16
17
18
19
20
21

File No.

(Journal,)

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

A RESOLUTION

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

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

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

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

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

MILWAUKEE COUNTY FISCAL NOTE FORM

DATE: 3/4/2014

Original Fiscal Note

Substitute Fiscal Note

SUBJECT: WEPC EASEMENT REQUEST

FISCAL EFFECT:

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

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

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

DESCRIPTION OF FISCAL EFFECT

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

- A. Briefly describe the nature of the action that is being requested or proposed, and the new or changed conditions that would occur if the request or proposal were adopted.
- B. State the direct costs, savings or anticipated revenues associated with the requested or proposed action in the current budget year and how those were calculated.¹ If annualized or subsequent year fiscal impacts are substantially different from current year impacts, then those shall be stated as well. In addition, cite any one-time costs associated with the action, the source of any new or additional revenues (e.g. State, Federal, user fee or private donation), the use of contingent funds, and/or the use of budgeted appropriations due to surpluses or change in purpose required to fund the requested action.
- C. Discuss the budgetary impacts associated with the proposed action in the current year. A statement that sufficient funds are budgeted should be justified with information regarding the amount of budgeted appropriations in the relevant account and whether that amount is sufficient to offset the cost of the requested action. If relevant, discussion of budgetary impacts in subsequent years also shall be discussed. Subsequent year fiscal impacts shall be noted for the entire period in which the requested or proposed action would be implemented when it is reasonable to do so (i.e. a five-year lease agreement shall specify the costs/savings for each of the five years in question). Otherwise, impacts associated with the existing and subsequent budget years should be cited.
- D. Describe any assumptions or interpretations that were utilized to provide the information on this form.
 - A. The Zoo Interchange Renovation Project requires the relocation of the current underground electrical service.
 - B. There are no costs to the County.
 - C. There are no budgetary impacts associated with the proposed action in the current year.
 - D. The Wisconsin Electric Power Company assumes all costs.

Department/Prepared By Chuck Wikenhauser, Zoo Director

Authorized Signature _____

Did DAS-Fiscal Staff Review? Yes No

Did CDBP Review?² Yes No Not Required

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

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

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

Date: March 31, 2014

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

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

Subject: Authorization to apply for one or more U.S. Fish and Wildlife Service Great Lakes Restoration Initiative Joint Venture Habitat Restoration and Protection grants – ACTION

POLICY

The Director of the Department of Parks, Recreation and Culture (DPRC) is seeking authorization to apply for one or more U.S. Fish and Wildlife Service Great Lakes Restoration Initiative Joint Venture Habitat Restoration and Protection (GLRI Joint Venture) grants.

BACKGROUND

GLRI Joint Venture funds are targeted towards improving fish and wildlife habitat and their populations within watersheds of “Areas of Concern” wherever possible, as a coordinated effort between the Service's Coastal, Joint Venture, and Partners for Fish and Wildlife Programs. In addition, projects that occur within known migratory bird migration stopover sites should be highlighted.

The required grant match is 25% and it can be in-kind (staff time or volunteer time). The DPRC grant proposal would focus on two-years of invasive species removal and wildlife habitat improvement projects at South Shore, Bay View, Sheridan, Warnimont, Grant, and Bender Parks. The DPRC would be requesting \$169,436 in grant funding for the project, and our grant match would be existing staff and community volunteer resources.

RECOMMENDATION

The Parks Director recommends that the Department of Parks, Recreation and Culture be authorized to apply for one or more GLRI Joint Venture grants.

Prepared by: Brian Russart, Natural Areas Coordinator

Recommended by:

Approved by:

Laura Schloesser, Chief of
Administration & External Affairs

John Dargle, Jr., Director

copy: County Executive Chris Abele
Amber Moreen, Chief of Staff, County Executive's Office
Kelly Bablitch, Chief of Staff, County Board
Sup. Gerry Broderick, Chairman, Parks, Energy & Environment Committee
Sup. Khalif Rainey, Vice-Chair, Parks, Energy & Environment Committee
Sup. Willie Johnson, Jr., Co-Chair, Finance, Personnel and Audit Committee
Sup. David Cullen, Co-Chair, Finance, Personnel and Audit Committee
Sup. Jason Haas, Vice Chair, Finance, Personnel and Audit Committee
Dan Laurila, Fiscal Mgt. Analyst, Admin & Fiscal Affairs/DAS
Steve Cady, Research Services Director, Office of the Comptroller
Alexis Gassenhuber, Parks, Energy & Environment Committee Clerk
Jessica Janz-McKnight, Research and Policy Analyst, Office of the Comptroller
Janelle Jensen, Finance, Personnel and Audit Committee Clerk

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

(ITEM NO.) From the Director, Department of Parks, Recreation and Culture (DPRC) seeking authorization to apply for one or more U.S. Fish and Wildlife Service Great Lakes Restoration Initiative Joint Venture Habitat Restoration and Protection (GLRI Joint Venture) grant.

A RESOLUTION

WHEREAS, GLRI Joint Venture funds are targeted towards improving fish and wildlife habitat and their populations within watersheds of “Areas of Concern” wherever possible, as a coordinated effort between the Service's Coastal, Joint Venture, and Partners for Fish and Wildlife Programs; and

WHEREAS, projects that occur within known migratory bird migration stopover sites should be highlighted; and

WHEREAS, the required grant match is 25% and it can be in-kind (staff time or volunteer time); and

WHEREAS, the DPRC grant proposal would focus on two-years of invasive species removal and wildlife habitat improvement projects at South Shore, Bay View, Sheridan, Warnimont, Grant, and Bender Parks; and

WHEREAS, The DPRC would be requesting \$169,436 in grant funding for the project, and the grant match would be existing staff and community volunteer resources; now, therefore,

BE IT RESOLVED, the Milwaukee County Board of Supervisors hereby authorizes the Department of Parks, Recreation and Culture to apply for one or more GLRI Joint Venture grants

MILWAUKEE COUNTY FISCAL NOTE FORM

DATE: April 2, 2014

Original Fiscal Note

Substitute Fiscal Note

SUBJECT: From the Director, Department of Parks, Recreation and Culture (DPRC) seeking authorization to apply for one or more U.S. Fish and Wildlife Service Great Lakes Restoration Initiative Joint Venture Habitat Restoration and Protection (GLRI Joint Venture) grant.

FISCAL EFFECT:

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

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

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

DESCRIPTION OF FISCAL EFFECT

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

- A. Briefly describe the nature of the action that is being requested or proposed, and the new or changed conditions that would occur if the request or proposal were adopted.
 - B. State the direct costs, savings or anticipated revenues associated with the requested or proposed action in the current budget year and how those were calculated. ¹ If annualized or subsequent year fiscal impacts are substantially different from current year impacts, then those shall be stated as well. In addition, cite any one-time costs associated with the action, the source of any new or additional revenues (e.g. State, Federal, user fee or private donation), the use of contingent funds, and/or the use of budgeted appropriations due to surpluses or change in purpose required to fund the requested action.
 - C. Discuss the budgetary impacts associated with the proposed action in the current year. A statement that sufficient funds are budgeted should be justified with information regarding the amount of budgeted appropriations in the relevant account and whether that amount is sufficient to offset the cost of the requested action. If relevant, discussion of budgetary impacts in subsequent years also shall be discussed. Subsequent year fiscal impacts shall be noted for the entire period in which the requested or proposed action would be implemented when it is reasonable to do so (i.e. a five-year lease agreement shall specify the costs/savings for each of the five years in question). Otherwise, impacts associated with the existing and subsequent budget years should be cited.
 - D. Describe any assumptions or interpretations that were utilized to provide the information on this form.
-
- A. From the Director, Department of Parks, Recreation and Culture (DPRC) seeking authorization to apply for one or more U.S. Fish and Wildlife Service Great Lakes Restoration Initiative Joint Venture Habitat Restoration and Protection (GLRI Joint Venture) grant.
 - 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?² Yes No Not Required

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

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

Date: March 28, 2014

To: Marina Dimitrijevic, Chairwoman, County Board of Supervisors

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

Subject: **City of Milwaukee Lloyd Street Improvement Easement – ACTION**

POLICY

The Department of Parks, Recreation and Culture (DPRC) is seeking authorization to grant the City of Milwaukee land and easement rights to facilitate roadway improvements along the north side of Washington Park.

BACKGROUND

The City of Milwaukee (City) and Wisconsin Department of Transportation are proposing reconstruction of West Lloyd Street from 60th Street to West Lisbon Avenue (Attachment). These improvements will impact Milwaukee County property within Washington Park.

The City, by accepting federal funding for roadway improvements, must follow federal requirements including Administrative Rule Trans 75 requiring that the project provide pedestrian and bicycle accommodations or improvements for both the east and west bound lanes. By including these federal requirements the project will impact portions of Washington Park.

The City has been preparing plans, real estate documents and specifications since 2012. During this period the City discovered the following issues:

- A portion of the existing Lloyd Street occupies 0.006 acres of Milwaukee County property within Washington Park.
- Existing streetlights and underground electrical service are located on Milwaukee County property within Washington Park.
- For the new roadway alignment, the City requires the 0.006 acres increased to 0.043 acres for dedicated right-of-way.
- To meet the current pedestrian and bicycle accommodations, and have the City lights and service within the easement rights, the City requires an additional 16,000 SF of permanent easement in Washington Park.

After several meetings to review the impact to the park, the City proposed the following in a March 5, 2014 letter to the Parks Director:

- A permanent limited easement from the County reflecting ownership of the walkway after it's constructed; the public has the right to use the walkway for bicycle and pedestrian purposes; the City will be able to relocate six (6) light poles and associated conduits; the City will reimburse the County for any damaged or removed trees.
- Quit Claim Deed from the County to dedicate a small portion of land for roadway purposes.
- Protect the mature trees from construction impact and reimburse the costs for any damage to or replacement of the trees.

The City and the State of Wisconsin, at no expense to the County, will fund all construction and restoration required for this project.

RECOMMENDATION

Parks Director recommends that the authority be granted to the Department of Parks, Recreation and Culture, the Department of Administrative Services, Corporation Counsel, Risk Management, County Clerk, Register of Deeds, and the County Executive to prepare, review, approve, execute and record all deeds, easements and related documents, and take all actions as required to implement the improvements with the City of Milwaukee to facilitate the reconstruction of West Lloyd Street in Washington Park and to permanently protect the trees in this area. It is further recommended that that the County Executive and County Clerk be authorized to execute any required documents.

Prepared by: Jim Ciha, Landscape Architect, DPRC

Recommended by:

Approved by:

Laura Schloesser, Chief of
Administration and External Affairs

John Dargle, Jr., Director

Attachment – Map

copy: County Executive Chris Abele
Amber Moreen, Chief of Staff, County Executive's Office
Kelly Bablitch, Chief of Staff, County Board
Sup. Khalif Rainey, Vice-Chair, Parks, Energy & Environment Committee
Sup. Russell Stamper II, District 5, County Board of Supervisors

Daniel Laurila, Fiscal Mgt. Analyst, Admin & Fiscal Affairs/DAS
Scott Manske, Comptroller, Office of the Comptroller
Alexis Gassenhuber, Parks, Energy & Environment Committee Clerk
Jessica Janz-McKnight, Research and Policy Analyst, Office of the Comptroller
Jeffrey S. Polenske, P.E., City of Milwaukee Engineer
Lois Gresl, P.E., City of Milwaukee Major Project Manager

1
2
3
4 (ITEM NO.) From the Director, Department of Parks, Recreation and Culture (DPRC)
5 seeking authorization to grant the City of Milwaukee land and easement rights to facilitate
6 roadway improvements along the north side of Washington Park, by recommending adoption
7 of the following:
8

9
10 **A RESOLUTION**

11 WHEREAS, The City of Milwaukee (City) and Wisconsin Department of
12 Transportation are proposing reconstruction of West Lloyd Street from 60th Street to
13 West Lisbon Avenue; and
14

15 WHEREAS, these improvements will impact Milwaukee County property within
16 Washington Park; and
17

18 WHEREAS, the City, by accepting federal funding for roadway improvements,
19 must follow federal requirements including Administrative Rule Trans 75 requiring that
20 the project provide pedestrian and bicycle accommodations or improvements for both the
21 east and west bound lanes; and
22

23 WHEREAS, the City has been preparing plans, real estate documents and
24 specifications since 2012; and
25

26 WHEREAS, During this period the City discovered the following issues:

- 27 • A portion of the existing Lloyd Street occupies 0.006 acres of Milwaukee County
28 property within Washington Park.
29 • Existing streetlights and underground electrical service are located on Milwaukee
30 County property within Washington Park.
31 • For the new roadway alignment, the City requires the 0.006 acres increased to 0.043
32 acres for dedicated right-of-way.
33 • To meet the current pedestrian and bicycle accommodations and have the City lights
34 and service within the easement rights the City requires an additional 16,000 SF of
35 permanent easement in Washington Park.

36 ; and
37

38 WHEREAS, after several meetings to review the impact to the park, the City
39 proposed the following in a March 5, 2014 letter to the Parks Director:

- 40 • A permanent limited easement from the County reflecting ownership of the walkway
41 after it's constructed; the public has the right to use the walkway for bicycle and
42 pedestrian purposes; the City will be able to relocate six (6) light poles and associated
43 conduits; the City will reimburse the County for any damaged or removed trees.
44 • Quit Claim Deed from the County to dedicate a small portion of land for roadway
45 purposes.

- 46 • Protect the mature trees from construction impact and reimburse the costs for any
47 damage to or replacement of the trees;
48 and,
49

50 WHEREAS, the City and the State of Wisconsin, at no expense to the County, will
51 fund all construction and restoration required for this project; and,
52

53 WHEREAS, the Parks Director recommends that the authority be granted to the
54 Department of Parks, Recreation and Culture, the Department of Administrative
55 Services, Corporation Counsel, Risk Management, County Clerk, Register of Deeds, and
56 the County Executive to prepare, review, approve, execute and record all deeds,
57 easements and related documents, and take all actions as required to implement the
58 improvements with the City of Milwaukee to facilitate the reconstruction of West Lloyd
59 Street in Washington Park and to permanently protect the trees in this area; now
60 therefore,
61

62 BE IT RESOLVED, that the Milwaukee County Board of Supervisors hereby
63 authorizes the Department of Parks, Recreation and Culture, the Department of
64 Administrative Services, Corporation Counsel, Risk Management, County Clerk, Register
65 of Deeds, and the County Executive to prepare, review, approve, execute and record all
66 deeds, easements and related documents, and take all actions as required to implement
67 the improvements with the City of Milwaukee to facilitate the reconstruction of West Lloyd
68 Street in Washington Park and to permanently protect the trees in this area; and,
69

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

MILWAUKEE COUNTY FISCAL NOTE FORM

DATE: April 2, 2014

Original Fiscal Note

Substitute Fiscal Note

SUBJECT: Authorization to grant City of Milwaukee land rights and a permanent easement to allow for the construction, operation and maintenance of West Lloyd Street improvements in Washington Park.

FISCAL EFFECT:

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

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

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

DESCRIPTION OF FISCAL EFFECT

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

- A. Briefly describe the nature of the action that is being requested or proposed, and the new or changed conditions that would occur if the request or proposal were adopted.
 - B. State the direct costs, savings or anticipated revenues associated with the requested or proposed action in the current budget year and how those were calculated. ¹ If annualized or subsequent year fiscal impacts are substantially different from current year impacts, then those shall be stated as well. In addition, cite any one-time costs associated with the action, the source of any new or additional revenues (e.g. State, Federal, user fee or private donation), the use of contingent funds, and/or the use of budgeted appropriations due to surpluses or change in purpose required to fund the requested action.
 - C. Discuss the budgetary impacts associated with the proposed action in the current year. A statement that sufficient funds are budgeted should be justified with information regarding the amount of budgeted appropriations in the relevant account and whether that amount is sufficient to offset the cost of the requested action. If relevant, discussion of budgetary impacts in subsequent years also shall be discussed. Subsequent year fiscal impacts shall be noted for the entire period in which the requested or proposed action would be implemented when it is reasonable to do so (i.e. a five-year lease agreement shall specify the costs/savings for each of the five years in question). Otherwise, impacts associated with the existing and subsequent budget years should be cited.
 - D. Describe any assumptions or interpretations that were utilized to provide the information on this form.
-
- A. Authorization to grant City of Milwaukee land rights and a permanent easement to allow for the construction, operation and maintenance of West Lloyd Street improvements in Washington Park.
 - B. None
 - C. No impact
 - D. None

Department/Prepared By Jim Ciha, DPRC

Authorized Signature _____

Did DAS-Fiscal Staff Review? Yes No

Did CDBP Review?² Yes No Not Required

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



LLOYD STREET - WASHINGTON PARK LAND EXCHANGE



Notes
LOCATION MAP

THIS MAP IS NOT TO BE USED FOR NAVIGATION © MCAMLIS

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



452 0 226 452 Feet



Legend 1: 2,709

- County Boundary
- Highways, to 8k
- Street Centerlines, 0k to 8k
- Railroad 8k
- Water 8k
- Rivers 8k
- Airport 8k
- Landmarks 8k
- County Parks 8k
- Municipal Subdivisions 25k

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

Date: April 2, 2014

To: Marina Dimitrijevic, Chairwoman, County Board of Supervisors

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

Subject: **A Wisconsin Electric Power Company Request for Permanent Easement to Provide Underground Electric Service to Lincoln Park Golf Course – ACTION**

POLICY

The Department of Parks, Recreation and Culture (DPRC) is seeking authorization to grant Wisconsin Electric Power Company (WE Energies) a permanent easement to allow for the construction, operation and maintenance of underground electric power on County property located in Lincoln Park.

BACKGROUND

The DPRC has requested that WE Energies provide new underground electrical service to an automatic irrigation pump station on the Lincoln Park Golf Course off Hampton Avenue (Attachment A). Since these services provide electricity solely to park facilities, WE Energies requires a permanent easement from Milwaukee County for this infrastructure. WE Energies has requested that Milwaukee County grant permanent easement to allow for the construction, operation and maintenance of portions of these new services (Attachment B). All cabling and piping located on County parkland will be installed underground.

RECOMMENDATION

The Parks Director recommends that the Department of Parks, Recreation and Culture and appropriate Milwaukee County staff be authorized to prepare, review, approve, execute, record and/or implement the required documents or perform actions to facilitate granting the Distribution Easement to WE Energies. It is further recommended that the County Executive and County Clerk be authorized to execute any required documents.

Prepared by: Jim Ciha, Landscape Architect, DPRC



Recommended by:

Approved by:

Laura Schloesser, Chief of
Administration and External Affairs

John Dargle, Jr., Director

Attachment A – Lincoln Park: Easement Location

Attachment B – Draft Distribution Easement Underground

copy: County Executive Chris Abele

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

Kelly Bablitch, Chief of Staff, County Board of Supervisors

Sup. Gerry Broderick, Chair, Parks, Energy & Environment Committee

Sup. Khalif Rainey, Vice-Chair, Parks, Energy & Environment Committee

Sup. Theodore Lipscomb, District 1, County Board of Supervisors

Daniel Laurila, Fiscal Mgt. Analyst, Admin & Fiscal Affairs/DAS

Alexis Gassenhuber, Parks, Energy & Environment Committee Clerk

Jessica Janz-McKnight, Research and Policy Analyst, Office of the Comptroller

Scott Manske, Comptroller, Office of the Comptroller

Tonya Peters, WE Energies

1
2
3
4 (ITEM NO.) From the Director, Department of Parks, Recreation and Culture, seeking
5 authorization to grant WE Energies Permanent Easements on County property located
6 within Lincoln Park, by recommending adoption of the following:
7

8 **A RESOLUTION**
9

10 WHEREAS, the DPRC has requested that WE Energies provide new underground
11 electrical service to support its park facilities; and
12

13 WHEREAS, new services located within Lincoln Park will provide power to an
14 irrigation pump house; and
15

16 WHEREAS, since these services provide electricity solely to park facilities, WE
17 Energies requires permanent easements from the County for this infrastructure; and
18

19 WHEREAS, WE Energies has requested that Milwaukee County grant permanent
20 easements to allow for the construction, operation and maintenance of portions of these
21 new electric facilities; and
22

23 WHEREAS, all cabling and piping located on County parkland will be installed
24 underground; and
25

26 WHEREAS, the Parks Director recommends that WE Energies be granted
27 permanent easements for the construction, operation and maintenance of underground
28 electric power services and related improvements in Lincoln Park; and
29

30 WHEREAS, the Parks Director has recommended that the authority to prepare,
31 review, approve, execute and record all documents as required to execute the requested
32 easements be granted to the Department of Parks, Recreation and Culture, the
33 Department of Administrative Services, Corporation Counsel, Risk Management, County
34 Clerk, Register of Deeds, and the County Executive; now, therefore,
35

36 BE IT RESOLVED, that the Milwaukee County Board of Supervisors hereby
37 authorizes the Parks Director, the Department of Administrative Services, the Register of
38 Deeds, Corporation Counsel and Risk Management to prepare, review, approve, execute
39 and record all documents, and take all actions as required to grant WE Energies the
40 required permanent easements for the construction, operation and maintenance of the
41 electric services and related improvements in Lincoln Park; and,
42

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

MILWAUKEE COUNTY FISCAL NOTE FORM

DATE: April 1, 2014

Original Fiscal Note

Substitute Fiscal Note

SUBJECT: Authorization to grant WE Energies a permanent easement to allow for the construction, operation and maintenance of underground electric power on County property located within Lincoln Park.

FISCAL EFFECT:

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

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

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

DESCRIPTION OF FISCAL EFFECT

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

- A. Briefly describe the nature of the action that is being requested or proposed, and the new or changed conditions that would occur if the request or proposal were adopted.
 - B. State the direct costs, savings or anticipated revenues associated with the requested or proposed action in the current budget year and how those were calculated. ¹ If annualized or subsequent year fiscal impacts are substantially different from current year impacts, then those shall be stated as well. In addition, cite any one-time costs associated with the action, the source of any new or additional revenues (e.g. State, Federal, user fee or private donation), the use of contingent funds, and/or the use of budgeted appropriations due to surpluses or change in purpose required to fund the requested action.
 - C. Discuss the budgetary impacts associated with the proposed action in the current year. A statement that sufficient funds are budgeted should be justified with information regarding the amount of budgeted appropriations in the relevant account and whether that amount is sufficient to offset the cost of the requested action. If relevant, discussion of budgetary impacts in subsequent years also shall be discussed. Subsequent year fiscal impacts shall be noted for the entire period in which the requested or proposed action would be implemented when it is reasonable to do so (i.e. a five-year lease agreement shall specify the costs/savings for each of the five years in question). Otherwise, impacts associated with the existing and subsequent budget years should be cited.
 - D. Describe any assumptions or interpretations that were utilized to provide the information on this form.
-
- A. Authorization to grant WE Energies, a permanent easement to allow for the construction, operation and maintenance of underground electric power on County property located within Lincoln Park Golf Course to operate a pump station to be built in 2014.
 - B. None
 - C. No impact
 - D. None

Department/Prepared By Jim Ciha, DPRC

Authorized Signature _____

Did DAS-Fiscal Staff Review? Yes No

Did CDBP Review?² Yes No Not Required

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



LINCOLN PARK GOLF COURSE - WE EASEMENT LOCATION



Legend

AERIAL PHOTO 2013 HIGH R

- Red: Band_1
- Green: Band_2
- Blue: Band_3

AERIAL PHOTO 2010 HIGH R

- Red: Band_1
- Green: Band_2
- Blue: Band_3

1:3,189



532 0 266 532 Feet

© MCAMLIS

THIS MAP IS NOT TO BE USED FOR NAVIGATION

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

Notes

EASEMENT

Document Number

**DISTRIBUTION EASEMENT
UNDERGROUND**

WR NO. 3539402

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

The easement area is described as a strip of land twelve (12) feet wide being a part of Grantor's premises known as Lincoln Park Golf Course, located in the **Southwest ¼ of Section 32, Township 8 North, Range 22 East, City of Milwaukee, Milwaukee County, Wisconsin.**

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

RETURN TO:
We Energies
PROPERTY RIGHTS & INFORMATION GROUP
231 W. MICHIGAN STREET, ROOM A252
PO BOX 2046
MILWAUKEE, WI 53201-2046

1. Purpose:

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

(Parcel Identification Number)

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

- 2. Access:** Grantee or its agents shall have the right to enter and use Grantor's land with full right of ingress and egress over and across the easement area and adjacent lands of Grantor for the purpose of exercising its rights in the easement area, subject, however, to pertinent Milwaukee County ordinances and applicable rules and regulations relating to the operation, maintenance, and control of such premises. Grantor shall waive any fees for any necessary permits required by Grantor for Grantee's access.
- 3. Buildings or Other Structures:** Grantor agrees that no structures will be erected in the easement area or in such close proximity to the electric facilities as to create a violation of the Wisconsin State Electrical Code or any amendments to it.
- 4. Elevation:** Grantor agrees that the elevation of the ground surface existing as of the date of the initial installation of Grantee's facilities within the easement area will not be altered by more than 4 inches without the written consent of Grantee, request for which shall be promptly considered by Grantee and not unreasonably withheld.
- 5. Restoration:** Grantee agrees to restore or cause to have restored Grantor's land, as nearly as is reasonably possible, to the condition existing prior to such entry by Grantee or its agents. This restoration, however, does not apply to the initial installation of said facilities or any trees, bushes, branches or roots which may interfere with Grantee's use of the easement area. Grantee shall exercise reasonable care and attempt to save and preserve any existing landscaping in the easement area, including, without limitation, the trees and bushes located thereon.

6. **Indemnification:** It is understood that during the time said facilities are located on the premises of the Grantor pursuant to this grant, We Energies shall indemnify and save the Grantor harmless from any and all claims for injury or death to any person or for damage to property of any person arising out of the installation, operation, reconstruction and maintenance of said facilities; excepting, however, any claims or actions arising out of negligence or willful acts on the part of the Grantor, its employees, agents and invitees.
7. **Environmental Indemnification:** Grantee shall, to the full extent provided for under any environmental laws, rules and regulations, be responsible for any repair, cleanup, remediation or detoxification arising out of any hazardous materials brought onto or introduced into the easement area or surrounding areas by Grantee, its agents or guests. Grantee shall indemnify, defend and hold Grantor harmless from any liability, cost, damage, claim or injury (including reasonable attorney fees) arising therefrom.
8. **Exercise of Rights:** It is agreed that the complete exercise of the rights herein conveyed may be gradual and not fully exercised until some time in the future, and that none of the rights herein granted shall be lost by non-use.
9. **Binding on Future Parties:** This grant of easement shall be binding upon and inure to the benefit of the heirs, successors and assigns of all parties hereto.

Grantor:

MILWAUKEE COUNTY

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

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

 (Date)

State of Wisconsin)
) ss.
 _____ County)

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

 (Signature, Notary Public, State of Wisconsin)

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

 (Date Commission Expires)

Approved as to form:

Reviewed by:

 Milwaukee County Corporation Counsel

 Milwaukee County Risk Management

This instrument was drafted by Tonya Peters on behalf of Wisconsin Electric Power Company, PO Box 2046, Milwaukee, Wisconsin 53201-2046.

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

Date: April 2, 2014

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

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

Subject: **Authorization to apply for project funding from the Menomonee Watershed Group - ACTION**

POLICY

The Director of the Department of Parks, Recreation and Culture (DPRC) is seeking authorization to apply for funding from the Menomonee Watershed Group for one or more projects to take place within the Menomonee River Watershed.

BACKGROUND

The Menomonee Watershed Group is comprised of a collection of communities that fall within the 136-square mile watershed of the Menomonee River. This joint venture includes the City of Brookfield, Village of Butler, Village of Elm Grove, Village of Germantown, City of Greenfield, Village of Menomonee Falls, City of Milwaukee, City of West Allis, Village of West Milwaukee, and City of Wauwatosa. A watershed-based MS4 permit has been granted by the WDNR to this group of communities so that funds may be targeted toward collaborating on projects designed to target specific stakeholders, pollutants, and/or geographic areas or land uses to meet the needs and characteristics of the Menomonee River watershed.

There is no required match for this funding. The DPRC project proposal would focus on the reconstruction and renewal project planned for the Menomonee River Parkway during 2014 and 2015.

RECOMMENDATION

The Parks Director recommends that the Department of Parks, Recreation and Culture be authorized to apply for project funding from the Menomonee Watershed Group.

Prepared by: Sarah Toomsen, DPRC Landscape Architect

Recommended by:

Approved by:

Laura Schloesser, Chief of
Administration & External Affairs

John Dargle, Jr., Director

copy: County Executive Chris Abele
Amber Moreen, Chief of Staff, County Executive's Office
Kelly Bablitch, Chief of Staff, County Board
Sup. Gerry Broderick, Chairman, Parks, Energy & Environment Committee
Sup. Khalif Rainey, Vice-Chair, Parks, Energy & Environment Committee
Sup. James "Luigi" Schmitt, District 6, County Board of Supervisors
Sup. Willie Johnson, Jr., Co-Chair, Finance, Personnel and Audit Committee
Sup. David Cullen, Co-Chair, Finance, Personnel and Audit Committee
Sup. Jason Haas, Vice Chair, Finance, Personnel and Audit Committee
Dan Laurila, Fiscal Mgt. Analyst, Admin & Fiscal Affairs/DAS
Steve Cady, Research Services Director, Office of the Comptroller
Alexis Gassenhuber, Parks, Energy & Environment Committee Clerk
Jessica Janz-McKnight, Research and Policy Analyst, Office of the Comptroller
Janelle Jensen, Finance, Personnel and Audit Committee Clerk

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

(ITEM NO.) From the Director, Department of Parks, Recreation and Culture (DPRC) seeking authorization to apply for funding from the Menomonee Watershed Group for one or more projects to take place within the Menomonee River Watershed.

A RESOLUTION

WHEREAS, the Menomonee Watershed Group is comprised of a collection of communities that fall within the 136-square mile watershed of the Menomonee River; and

WHEREAS, a watershed-based MS4 permit has been granted by the WDNR to this group of communities so that funds may be targeted toward collaborating on projects designed to target specific stakeholders, pollutants, and/or geographic areas or land uses to meet the needs and characteristics of the Menomonee River watershed; and

WHEREAS, there is no required match for this funding; and

WHEREAS, The DPRC project proposal would focus on the reconstruction and renewal project planned for the Menomonee River Parkway during 2014 and 2015; now, therefore,

BE IT RESOLVED, the Milwaukee County Board of Supervisors hereby authorizes the Department of Parks, Recreation and Culture to apply for funding from the Menomonee Watershed Group for one or more projects to take place within the Menomonee River Watershed.

MILWAUKEE COUNTY FISCAL NOTE FORM

DATE: April 1, 2014

Original Fiscal Note

Substitute Fiscal Note

SUBJECT: From the Director, Department of Parks, Recreation and Culture (DPRC) seeking authorization to apply for funding from the Menomonee Watershed Group for one or more projects to take place within the Menomonee River Watershed.

FISCAL EFFECT:

- | | |
|--|--|
| <input checked="" type="checkbox"/> No Direct County Fiscal Impact

<input checked="" type="checkbox"/> Existing Staff Time Required

<input type="checkbox"/> Increase Operating Expenditures
(If checked, check one of two boxes below)

<input type="checkbox"/> Absorbed Within Agency's Budget

<input type="checkbox"/> Not Absorbed Within Agency's Budget

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

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

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

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

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

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

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

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

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

DESCRIPTION OF FISCAL EFFECT

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

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

- A. From the Director, Department of Parks, Recreation and Culture (DPRC) seeking authorization to apply for funding from the Menomonee Watershed Group for one or more projects to take place within the Menomonee River Watershed.
- 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?² Yes No Not Required

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

MAR 20 2014

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

ipson
Forest
Invent
No. 1
Trishan
novel
LOL
Stoknes
novel item
Refered
to Finance
in Parks
15-3

(ITEM) From the Director, Department of Parks, Recreation, and Culture, requesting authorization to transfer approximately 1.7 acres of land that is a remnant of the former Underwood Creek Parkway and to utilize proceeds from the land transfer to finance Project WP16705 Veterans Park Pavilion and Restroom and Project WP192 Federal Emergency Management Agency 2010 Flood related improvements, by recommending adoption of the following:

A RESOLUTION

WHEREAS, the Underwood Creek Parkway has been reconfigured so that it now intersects with Swan Boulevard rather than Watertown Plank Road; and

WHEREAS, the North Mayfair Group, owner of the 1200 North Mayfair Road office building that is currently accessed from Underwood Creek Parkway, has petitioned the County to convert approximately 600 feet of the former roadway to a private driveway via land transfer; and

WHEREAS, a draft purchase agreement with the North Mayfair Group for the 1.7 acres of land to be transferred includes the following components:

- Sale and Purchase of the 1.7 acres for \$400,000.
- North Mayfair Group is to install, by Memorial Day 2014, an approximately 600-foot segment of bike trail along the east side of the existing roadway that will serve as a connection to the Oak Leaf Trail from Watertown Plank Road. The land on which the trail will be built will remain under County ownership.
- Execution of an appropriate reciprocal easement to cover maintenance and access matters for both the North Mayfair Group and the County.

; and

WHEREAS, the site is currently disconnected from the new alignment of the Underwood Creek Parkway and therefore can be considered surplus land; and

WHEREAS, the Department of Parks, Recreation, and Culture (DPRC) has evaluated the appropriateness of this transaction and finds that transferring this surplus property will not negatively impact the park resources of Milwaukee County, will increase revenue, and will add a bike trail connection that enhances the Oak Leaf Trail network without requiring financial investment from the County for construction; and

WHEREAS, it is the intent of DPRC that the revenue acquired from this land transfer be used to fund the construction of a new restroom and picnic shelter at Veterans Park as

APPROVED AS TO FORM
Paul Bay
CORPORATION COUNSEL

44 well as allocated to Federal Emergency Management Agency (FEMA)-related Capital
45 Improvement Projects; and

46
47 WHEREAS, the Director, DPRC, has recommended that DPRC be authorized to
48 transfer approximately 1.7 acres of land that is a remnant of the former Underwood Creek
49 Parkway and that appropriate County staff be authorized to prepare, review, approve,
50 execute, record, and/or implement the required documents or perform actions to facilitate
51 the transfer of this property; and

52
53 WHEREAS, the Committee on Parks, Energy, and Environment, at its meeting of
54 March 11, 2014, recommended adoption of the Department's request (vote 6-1); and

55
56 WHEREAS, the Committee on Finance, Personnel, and Audit, at its meeting of
57 March 13, 2014, also recommended adoption of the Department's request (vote 6-2); now,
58 therefore,

59
60 BE IT RESOLVED, that the Director, Department of Parks, Recreation, and Culture,
61 is hereby authorized to transfer approximately 1.7 acres of remnant former Underwood
62 Creek Parkway land to the North Mayfair Group and receive monetary compensation in
63 the amount of \$400,000; and

64
65 BE IT FURTHER RESOLVED, that the County Executive, DPRC Director, County
66 Clerk, Department of Administrative Services (DAS), Risk Management, Corporation
67 Counsel, and Register of Deeds are authorized and directed to prepare, review, approve,
68 execute, record all documents, and perform all actions required to facilitate the transfer of
69 this property; and

70
71 BE IT FURTHER RESOLVED, that upon execution of the aforementioned purchase
72 agreement, DAS is authorized and directed to process a 2014 administrative appropriation
73 transfer to reflect the receipt of \$175,000 related to the land transfer and to increase
74 expenditure authority to complete capital improvement project WP16705 Veterans Park
75 Pavilion and Restroom; and

76
77 BE IT FURTHER RESOLVED, that upon execution of the aforementioned purchase
78 agreement, DAS is authorized and directed to process a 2014 administrative appropriation
79 transfer to reflect the receipt of \$225,000 related to the land transfer and to increase
80 expenditure authority, outside FEMA revenue, and revenue from the State of Wisconsin for
81 Project WP192 FEMA related capital improvements.

82
83
84 jmj
85 03/13/14
86 H:\Shared\COMCLERK\Committees\2014\Mar\FPA\Resolutions\14-210.doc

MILWAUKEE COUNTY BOARD OF SUPERVISORS

DATE: March 20, 2014

AMENDMENT NO. 1 to Item #31

Resolution File No. 14-210

Ordinance File No.

COMMITTEE: Finance, Personnel and Audit

OFFERED BY SUPERVISOR(S): Lipscomb

ADD AND/OR DELETE AS FOLLOWS:

Amend the BE IT RESOLVED clause beginning on or near line 71 as follows:

BE IT FURTHER RESOLVED, that upon execution of the aforementioned purchase agreement, DAS is authorized and directed to process a 2014 administrative appropriation transfer to reflect the receipt of \$175,000 related to the land transfer and to increase expenditure authority by \$100,000 in the Economic Development Fund Reserve per the policy outlined in File No. 11-601, and by \$75,000 in Org. Unit 1945 - Appropriation for Contingencies ~~to complete capital improvement project WP16705 Veterans Park Pavilion and Restroom; and~~

MILWAUKEE COUNTY FISCAL NOTE FORM

DATE: February 18, 2014

Original Fiscal Note

Substitute Fiscal Note

SUBJECT: Authorization to transfer approximately 1.7 acres of land that is a remnant of the former Underwood Creek Parkway to the North Mayfair Group

FISCAL EFFECT:

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

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

	Expenditure or Revenue Category	Current Year	Subsequent Year
Operating Budget	Expenditure	0	0
	Revenue	0	0
	Net Cost	0	0
Capital Improvement Budget	Expenditure	\$400,000	0
	Revenue	\$400,000	0
	Net Cost	0	0

DESCRIPTION OF FISCAL EFFECT

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

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

A. DPRC is requesting authorization to transfer approximately 1.7 acres of surplus land that was formerly a part of the Underwood Creek Parkway to the North Mayfair Group, owners of 1200 N. Mayfair Road. This transaction will provide the North Mayfair Group with private road access to the High Pointe Building, and the County will be compensated with \$400,000, approximately 600' of bike trail construction, and an easement for maintenance purposes.

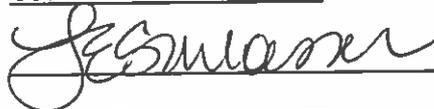
B. Revenue of \$400,000 will be acquired through this land transfer as well as construction costs for approximately 600' of bike trail, which will be borne by the North Mayfair Group.

C. No impact

D. None

Department/Prepared By Sarah Toomsen/DPRC

Authorized Signature



Did DAS-Fiscal Staff Review? Yes No

Did CBDP Review?² Yes No Not Required

CHAIRMAN
COUNTY BOARD
2014 FEB 25 PM 5:07

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



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

Date: February 25, 2014
To: Marina Dimitrijevic, Chairwoman, Milwaukee County Board of Supervisors
From: John Dargle, Jr., Director, Department of Parks, Recreation and Culture
Subject: **Authorization To Transfer Surplus Remnant Of The Former Underwood Creek Parkway – ACTION**

POLICY

The Department of Parks, Recreation and Culture (DPRC) is seeking authorization to transfer approximately 1.7 acres of land that is a remnant of the former Underwood Creek Parkway and to utilize proceeds from the land transfer to finance Project WP16705 Veterans Park Pavilion and Restroom and Project WP192 Federal Emergency Management Agency (FEMA) 2010 Flood related improvements.

BACKGROUND

As a part of the WisDOT Zoo Freeway Project work currently underway, the alignment of Swan Boulevard in the City of Wauwatosa was changed in late 2013 to accommodate current and future traffic needs by extending it to the west side of US 45. As a part of that activity, the Underwood Creek Parkway was reconfigured so that it now intersects with Swan Boulevard rather than Watertown Plank Road.

The North Mayfair Group, owner of the 1200 N. Mayfair Road office building that is currently accessed from Underwood Creek Parkway, petitioned WisDOT, the City of Wauwatosa, and the County to consider converting approximately 600 feet of the former roadway to a private driveway. It was argued that without doing so the 1200 N. Mayfair building would not have reasonable access via the revised travel route which required building occupants and visitors to travel east on Watertown Plank Road, north on Swan Boulevard, west on relocated Underwood Parkway, and then negotiate a roundabout to reach the office property. The City of Wauwatosa agreed to allow the private driveway, and WisDOT worked with the North Mayfair Group to accommodate this new travel pattern.

A draft purchase agreement with the North Mayfair Group for the 1.7 acres of land to be transferred includes the following components:



- Sale and Purchase of the 1.7 acres for \$400,000.
- North Mayfair Group is to install, by Memorial Day 2014, an approximately 600 foot segment of bike trail along the east side of the existing roadway that will serve as a connection to the Oak Leaf Trail from Watertown Plank Road. The land on which the trail will be built will remain under County ownership.
- Execution of an appropriate reciprocal easement to cover maintenance and access matters for both the North Mayfair Group and the County.

The DPRC has evaluated the appropriateness of this transaction and finds that transferring this surplus property will not negatively impact the park resources of Milwaukee County, will increase revenue, and will add a bike trail connection that enhances the Oak Leaf Trail network without requiring financial investment from the County for construction. The site is currently disconnected from the new alignment of Underwood Creek Parkway, and therefore can be considered surplus land. It is the intent of the DPRC that the revenue acquired from this land transfer be used to add additional funding in order to complete the construction of a new restroom and picnic shelter at Veterans Park as well as to provide the local match for the (FEMA)-related Capital Improvement Projects, as described below:

WP16705 Veterans Park Pavilion and Restroom

The 2010 Adopted Capital Improvements Budget included an appropriation of \$152,000 for the renovation of the restrooms at Veterans Park. The original scope of work consisted of the replacement of windows, interior ceiling, wall and floor materials, plumbing, mechanical, electrical and roofing. It also included improving accessibility as mandated by the Americans with Disabilities Act (ADA).

During the design phase of the project, it was determined that the existing structure was unsuitable for renovation due to problems with the structural beams. As a result, the 2013 Adopted Capital Improvement Budget included an appropriation of \$400,000 to address these issues and revise the scope of work to include the demolition of the existing facility and the construction of a new pavilion and restrooms.

This resolution includes an additional \$175,000 appropriation to award construction of the new restroom and picnic shelter at Veterans Park to the lowest responsible bidder identified during the County's bid process. It is anticipated that construction on the project will begin in spring of 2014 and will be completed in fall of 2014. The attached resolution authorizes and directs the Department of Administrative Services (DAS) administratively transfer upon execution of the purchase agreement, the proceeds from the land sale to the project.

WP192 Various FEMA-related Capital Improvement Projects

Since 2010, Milwaukee County has received approximately \$142,524 to address the flood damage that occurred during a major storm event in 2010. Appropriation transfers were approved in 2011 and 2012 to allocate the funds. Parks staff has worked with FEMA to determine the scope and cost estimates to repair the damage from the floods

and have indicated that approximately 87.5% will be paid by Federal and State funding with 12.5% to be paid by the County. To date repair work on the project has included stabilization, regrading and clearing debris. Planning and design work on the projects is complete.

The Department requests to utilize a portion (\$225,000) of the proceeds from the sale of the remnant land to provide financing for the local share of the project. It is anticipated that construction on the project will be substantially completed by the end of 2014.

The attached resolution authorizes and directs DAS to process an administrative appropriation transfer for both projects upon execution of the purchase agreement.

RECOMMENDATION

The Parks Director recommends that the Department of Parks, Recreation and Culture be authorized to transfer 1.7 acres of surplus land that remains as a remnant of the former Underwood Creek Parkway to the North Mayfair Group, owners of 1200 N. Mayfair Road. It is further recommended that appropriate Milwaukee County staff be authorized to prepare, review, approve, execute, record and/or implement the required documents or perform actions to facilitate the transfer of this property. It is also recommended to authorize and direct the DAS to process administrative appropriation transfers related to capital projects WP16705 - Veterans Park Pavilion and Restroom and WP192 - FEMA related capital improvements to increase expenditure authority and revenue budget to reflect the proceeds from the land transfer and outside FEMA related and state revenue. The resolution re-allocates the first \$400,000 of land sales to the aforementioned capital improvement projects rather than being allocated to the Department of Administrative Services-Economic Development division's operating budget (as indicated in the 2014 Adopted Budget).

Prepared by: Sarah Toomsen, Landscape Architect, Planning & Development

Recommended by:

Approved by:

Laura Schloesser, Chief of
Administration and External Affairs

John Dargle, Jr., Director

Attachment – Aerial Maps

copy: County Executive Chris Abele
Amber Moreen, Chief of Staff, County Executive's Office
Kelly Bablitch, Chief of Staff, County Board
Sup. Gerry Broderick, Chair, Parks, Energy and Environment Committee

Sup. Khalif Rainey, Vice-Chair, Parks, Energy & Environment Committee
Sup. Jim "Luigi" Schmitt, District 6, County Board of Supervisors
Daniel Laurila, Fiscal Mgt. Analyst, Admin & Fiscal Affairs/DAS
Scott Manske, Comptroller, Office of the Comptroller
Alexis Gassenhuber, Parks, Energy & Environment Committee Clerk
Jessica Janz-McKnight, Research Analyst, Office of the Comptroller
Stewart Wangard, North Mayfair Group



MILWAUKEE COUNTY

MMSD

DAK EAF TRAIL

WI LUTHERAN COLLEGE

UNDERWOOD CREEK PARKWAY

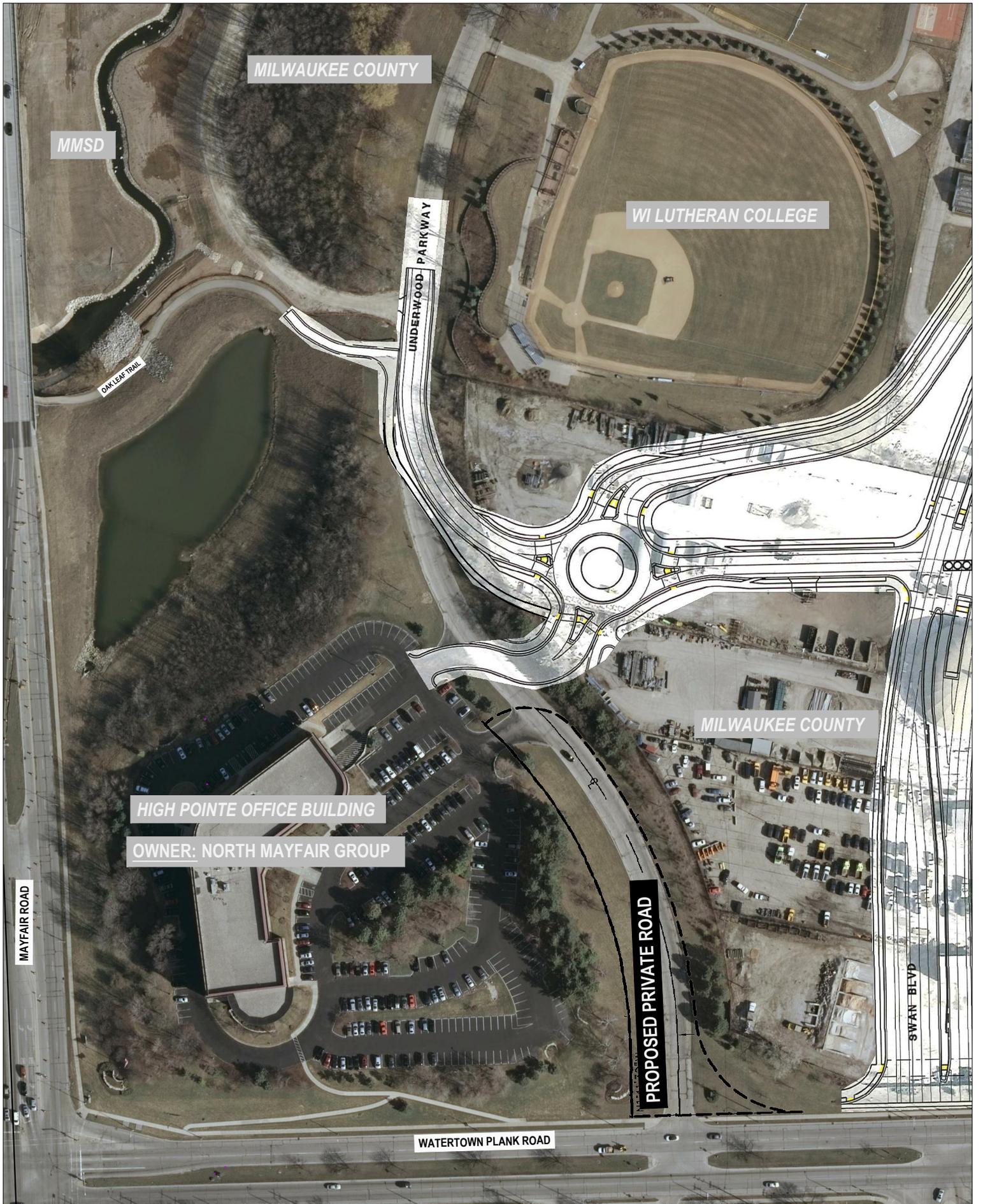
MILWAUKEE COUNTY

HIGH POINTE OFFICE BUILDING

OWNER: NORTH MAYFAIR GROUP

MAYFAIR ROAD

WATERTOWN PLANK ROAD



MILWAUKEE COUNTY

MMSD

WI LUTHERAN COLLEGE

UNDERWOOD PARKWAY

DAK LEAF TRAIL

MILWAUKEE COUNTY

HIGH POINTE OFFICE BUILDING

OWNER: NORTH MAYFAIR GROUP

MAYFAIR ROAD

PROPOSED PRIVATE ROAD

SWAN BLVD

WATERTOWN PLANK ROAD





MILWAUKEE COUNTY

MMSD

WI LUTHERAN COLLEGE

UNDERWOOD PARKWAY

DAK LEAF TRAIL

MILWAUKEE COUNTY

HIGH POINTE OFFICE BUILDING

OWNER: NORTH MAYFAIR GROUP

MAYFAIR ROAD

SWAN BLVD

WATERTOWN PLANK ROAD

2014 - PROPOSED LAND TRANSFER - 1.7 ACRES

1" = 150' 

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

Date: April 1, 2014

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

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

Subject: **Whitnall Park Rotary Capital Improvement Proposal for Boerner Botanical Gardens – INFORMATIONAL**

ISSUE

The Department of Parks, Recreation and Culture (DPRC) presenting a verbal report on a proposal from Whitnall Park Rotary for capital improvements to Boerner Botanical Gardens in Whitnall Park.

BACKGROUND

The DPRC was approached by the Whitnall Park Rotary with a desire to initiate a service project within Whitnall Park. It was determined that the largest need was to provide an accessible walkway from the Upper Gardens to the Bog Gardens (Attachment A). Currently, the Upper Gardens and Bog Gardens are connected by a path composed of limestone and a series of wood railroad ties secured with galvanized pipes. Over the years the limestone has eroded, the railroad ties have rotted, and during heavy rain events, the path is unusable.

DPRC staff prepared a preliminary plan for the construction of the walkway (Attachment B). The eight foot wide pathway will have a concrete frame inlaid with permeable pavers set on drainage material. The proposed walkway will be curvilinear moving through a rise in the Juniper Collection and wind to the start of the wooden Bog Garden Bridge. Near the halfway point of the path a paver patio framed by large limestone blocks will act as a seat wall for people using the route. It is proposed that the pavers in the patio and walkway will be inscribed with donor's names. Plantings will also be added to the area.

The total project cost is estimated at approximately \$226,000. In 2012, the Rotary, with the endorsement of the Friends of Boerner Botanical Gardens, began raising funds for this project and to date the Chapter has raised over \$100,000. In 2013, the Chapter received a commitment from the DPRC matching amenities funds of \$75,000.



RECOMMENDATION

No action requested. Informational item unless further action required.

Prepared by: Jim Ciha, Landscape Architect, DPRC

Recommended by:

Approved by:

Laura Schloesser, Chief of
Administration and External Affairs

John Dargle, Jr., Parks Director

Attachment A – Location Map
Attachment B – Plan

copy: County Executive Chris Abele
Amber Moreen, Chief of Staff, County Executive's Office
Kelly Bablitch, Chief of Staff, County Board
Sup. Khalif Rainey, Vice-Chair, Parks, Energy & Environment Committee
Sup. Steve Taylor, District 9, County Board of Supervisors
Daniel Laurila, Fiscal Mgt. Analyst, Admin & Fiscal Affairs/DAS
Alexis Gassenhuber, Parks, Energy & Environment Committee Clerk
Jessica Janz-McKnight, Research and Policy Analyst, Office of the Comptroller
Scott Manske, Comptroller, Office of the Comptroller
Shirley Walczak, Boerner Botanical Gardens
Jim Helminski, Rotary Chapter President



BOERNER BOTANICAL GARDENS - ROTARY WALKWAY



Notes
ATTACHMENT A

THIS MAP IS NOT TO BE USED FOR NAVIGATION © MCAMLIS

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



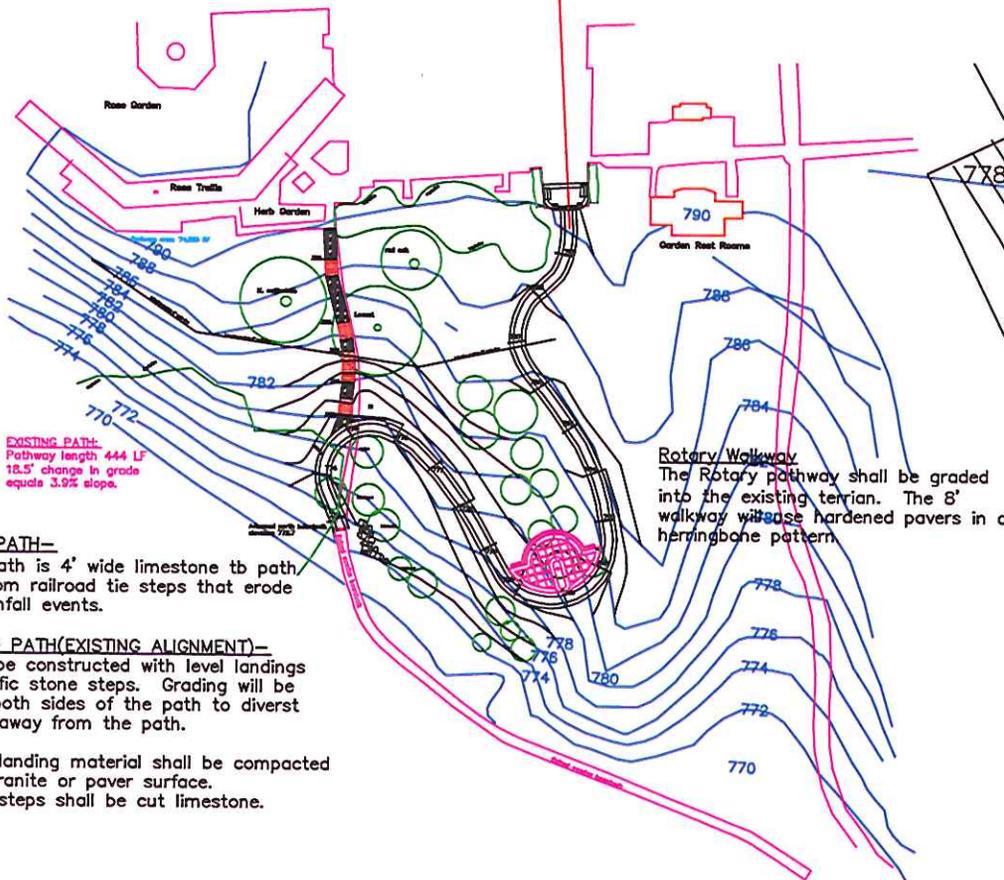
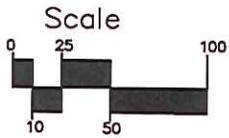
297 0 149 297 Feet

Legend

1: 1,784

AERIAL PHOTO 2013 HIGH RES_ACU_PLUS

- Red: Band_1
- Green: Band_2
- Blue: Band_3



EXISTING PATH:
 Pathway length 444 LF
 18.5' change in grade
 equals 3.9% slope.

EXISTING PATH—

Existing path is 4' wide limestone tb path with random railroad tie steps that erode during rainfall events.

PROPOSED PATH(EXISTING ALIGNMENT)—

Path will be constructed with level landings with specific stone steps. Grading will be done on both sides of the path to divert rainwater away from the path.

Proposed landing material shall be compacted crushed granite or paver surface.
 Proposed steps shall be cut limestone.

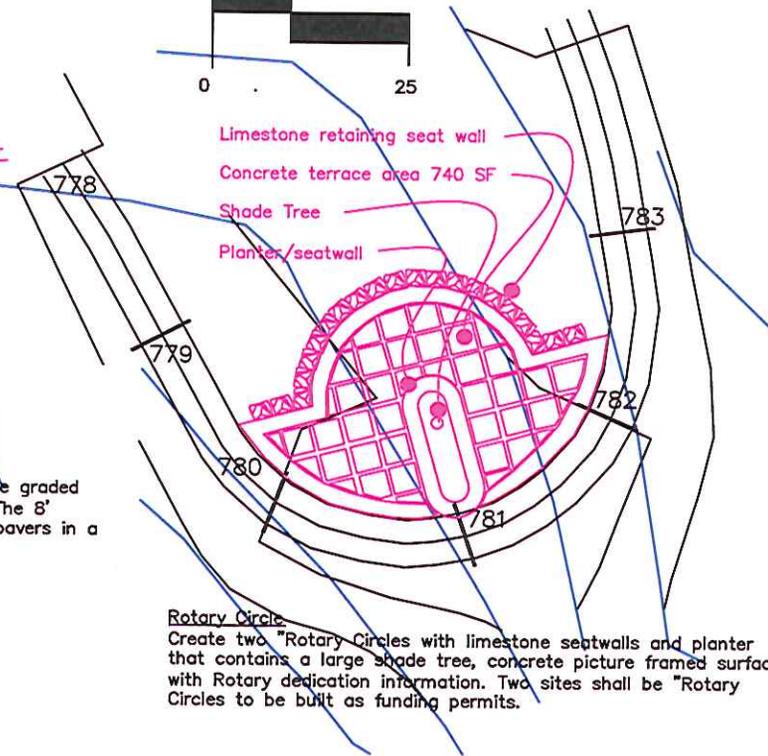
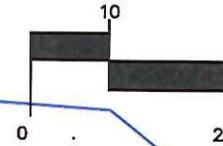
Note:

Quantities are for informational purposes only.
 Contractor responsible for completing the work according to the plans and specifications.

ROTARY WALK / CIRCLE

Boerner Botanical Gardens

Scale



Rotary Circle:

Create two "Rotary Circles" with limestone seatwalls and planter that contains a large shade tree, concrete picture framed surface with Rotary dedication information. Two sites shall be "Rotary Circles" to be built as funding permits.



jc

03122011

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

Date: April 1, 2014

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

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

Subject: **Whitnall Park Ropes Course Proposal – INFORMATIONAL**

POLICY

The Department of Parks, Recreation and Culture (DPRC) presenting a verbal report on a proposal from Adventure Forest LLC d/b/a Go Ape Whitnall Park, LLC (Go Ape) to operate a forest adventure ropes course in Whitnall Park.

BACKGROUND

In November 2013, the DPRC issued a Request for Proposal (RFP) for an adventure ropes course. Go Ape responded to that RFP with a proposal for the operation of a forest adventure ropes course in Whitnall Park located at 5879 South 92nd Street. The course is to be sited near the Ross Lodge in that portion of the Park located in the Village of Greendale. Go Ape is the largest ropes course operator in the world, with six (6) courses in the United States, all of which are located in public parks, and twenty-eight (28) courses in the United Kingdom.

Go Ape designs its courses to blend in with their natural surroundings. It only uses non-invasive methods of attachment of course materials to trees. Go Ape will work with DPRC staff to ensure there is minimal impact to flora or fauna within the course site. Go Ape prides itself on its environmentally sustainable practices; for instance, it provides volunteer opportunities to support non-native invasive species removal and park clean-ups. Go Ape is also committed to making certain aesthetic and infrastructure improvements to a cabin on the property that will support the operation. DPRC and Go Ape have discussed at length the potential impact of the project on park property as well as the specifics of a lease arrangement beneficial to Go Ape and DPRC.

RECOMMENDATION

No action requested. Informational item unless further action required.

Prepared by: Suzanne Carter, Contract Services Officer

Recommended by:

Approved by:

Laura Schloesser, Chief of
Administration and External Affairs

John Dargle, Jr., Director

copy: County Executive Chris Abele
Amber Moreen, Chief of Staff, County Executive's Office
Kelly Bablitch, Chief of Staff, County Board
Sup. Khalif Rainey, Vice-Chair, Parks, Energy & Environment Committee
Sup. Anthony Staskunas, District 17, County Board of Supervisors
Daniel Laurila, Fiscal Mgt. Analyst, Admin & Fiscal Affairs/DAS
Scott Manske, Comptroller, Office of the Comptroller
Alexis Gassenhuber, Parks, Energy & Environment Committee Clerk
Jessica Janz-McKnight, Research Analyst, Office of the Comptroller



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

Date: April 1, 2014

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

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

Subject: **Green Infrastructure Improvements Proposal for Copernicus Park –
INFORMATIONAL**

ISSUE

The Department of Parks, Recreation and Culture (DPRC) presenting a verbal report on a proposal from the City of Milwaukee (City) for green infrastructure improvements in and around Copernicus Park.

BACKGROUND

Copernicus Park consists of 22.1 acres located southwest of South 20th Street and Grange Avenue. Storm water from the surrounding area runs into and through the park which then flows to the Oak Creek tributary and ultimately into Lake Michigan. The neighborhood surrounding the park has had recurring flooding problems over the last several years which, has led to flooded basements and significant property damage.

The City has completed extensive studies to determine the reasons for the flooding and to identify potential solutions. The various solutions proposed involve differing degrees of replacement and/or modification of the existing storm sewer system, installing new, larger storm sewer components, purchasing and removing flood prone residences and creating additional flood storage areas. None of the solutions promised significant reduction in future flooding unless additional flood storage capacity could be created.

The City approached the DPRC to discuss green infrastructure improvements to the park that could prove integral to alleviating the flooding. Discussions between the City Alderman and the County Supervisor representing this area have led to the development of concepts that could both reduce flooding impacts and improve the aesthetics and function of Copernicus Park and the greater neighborhood. The City has offered to retain consultants that will work with the DPRC, the City, and local residents to guide the development of design solutions that can address the current and future needs of the park and neighborhood while addressing storm water impacts. The DPRC



concurs that this approach can lead to meaningful solutions and intends to work with the City and other stakeholders to pursue this opportunity.

RECOMMENDATION

No action requested. Informational item unless further action required.

Prepared by: Kevin Haley, Landscape Architect, DPRC

Recommended by:

Approved by:

Laura Schloesser, Chief of
Administration and External Affairs

John Dargle, Jr., Parks Director

copy: County Executive Chris Abele
Amber Moreen, Chief of Staff, County Executive's Office
Kelly Bablitch, Chief of Staff, County Board
Sup. Khalif Rainey, Vice-Chair, Parks, Energy & Environment Committee
Sup. Jason Haas, District 14, County Board of Supervisors
Daniel Laurila, Fiscal Mgt. Analyst, Admin & Fiscal Affairs/DAS
Alexis Gassenhuber, Parks, Energy & Environment Committee Clerk
Jessica Janz-McKnight, Research and Policy Analyst, Office of the Comptroller
Scott Manske, Comptroller, Office of the Comptroller