OFFICE OF THE COUNTY EXECUTIVE

Milwaukee County

CHRIS ABELE • COUNTY EXECUTIVE

DATE: August 25, 2014

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

FROM: Chris Abele, Milwaukee County Executive

SUBJECT: Appointment of Mr. Alec Fraser to the Southeast Wisconsin Professional Baseball Park District Board

Subject to the confirmation of your Honorable Body and pursuant to the provisions set forth in State Statute 229.66, I am hereby appointing Mr. Alec Fraser to the Southeast Wisconsin Professional Baseball Park District Board. Mr. Fraser's term is indefinite. A copy of Mr. Fraser's resume is attached for your review.

Your consideration of this appointment is appreciated.

Chris Abele
Milwaukee County Executive

CC: Supervisor Gerry Broderick, Chair, Parks, Energy and Environment Committee
Kelly Bablitch, Chief of Staff, Count Board
Alexis Gassenhuber, Committee Clerk
Alec Fraser

ROOM 306, COURTHOUSE • 901 NORTH 9TH STREET • MILWAUKEE, WISCONSIN 53233
PHONE: 414-278-4346 • FAX: 414-223-1375

Alexander P. Fraser, Partner
Home: N. Shepard Ave., Shorewood, WI, 53211

Law Practice

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

Professional Activities

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

Honors & Recognitions

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

Representative Experience

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

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

Community Involvement

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

Education

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

Bar Admission

- Wisconsin, 1994

Milwaukee County
War Memorial Center

MILWAUKEE ART MUSEUM

Milwaukee County War Memorial Center/Milwaukee Art Museum – Facility Correctional Work
August 20, 2014

5-Year WMC/MAM Work Plan - The Milwaukee County War Memorial Center (WMC/MAM) 5-year work plan was specifically developed to address unsafe conditions, water infiltration, poor indoor air quality, structural issues, and other building deficiencies in the county-owned Saarinen and Kahler buildings. Four consultant's reports served as the basis for defining, sequencing, and budgeting the work. Work activities were carefully scheduled to satisfy the above stated objectives, while allowing for optimum efficiency and cost effective solutions.

Management Process – A Development Agreement ("Agreement") between Milwaukee County, WMC, and Milwaukee Art Museum (MAM) defines the required work, funding, and activity management to correct the above mentioned building deficiencies. This was designed, according to a collaborative and integrated approach, to allow for each of the important requirements to be met. Due to the critical nature and interrelationships of the work items, the overall objectives can only be met through careful planning, prioritization and sequencing. Therefore, the Agreement requires that both Milwaukee County/WMC and MAM regularly monitor and approve any change in sequence or deferral of work.

Financial Management - The "WMC 5-Year Cost Allocation" schedule within the Agreement itemizes the required work items, sequencing, and costs. The $10M total for this work was the sole basis for the approved funding. MAM is separately funding $15M for its 2014-2015 project. According to the Agreement, both parties are required to carry out the defined scope of work, with total savings or cost overages reverting back to them relative to each party's responsibilities. The 5-year work plan total does not include Milwaukee County's administrative and design expenses. "Exhibit A" indicates the budgeted amount of $1.5M will deplete the available funds for the work to $241,000 by Year-end 2015. It therefore requires that a facility assessment take place, followed by the necessary funding, to ensure the remaining work can take place during 2016-17 to satisfy the above stated objectives.

HVAC System Replacement - A key component of the 5-year work plan is the replacement of the Kahler Building HVAC system. The Milwaukee County HVAC design consultant had determined that additional work is required for the system replacement. This includes the replacement of contaminated primary supply ducts, the removal/replacement of concrete and masonry walls for access, and modifications to the deficient existing lake water chiller system. Milwaukee County has projected the cost increase for this work to be $1,140,000. Potential funding options are as follows:

Option A
Upon receipt of the HVAC bids in October/2014, Milwaukee County authorizes additional 2015 funding for the variance between costs to date and the Agreement costs for: Bid Package #1 (Exterior envelope – Bid in July 2014) plus Bid Package #2 (Veterans deck and south stair – Bids in August 2014), plus Bid Package #3 (HVAC work – Bids in October 2014). The Year-end 2015 assessment shall be performed according to the Agreement.

Option B
Milwaukee County acknowledges the 5-year work plan budget of $10M was developed exclusive of administrative costs and therefore either 1) Approves the non-allocation of administrative costs for work within the Agreement or 2) Authorizes additional funding for administrative costs, over the $10M, for work within the Agreement. With either "A" or "B", Milwaukee County authorizes any additional 2015 funding that is required to complete the 2015 Cap EX requests submitted in July/2014, plus the HVAC added work described above. The Year-end 2015 assessment shall be performed according to the Agreement

EXHIBIT A

Milwaukee County War Memorial Center 5 - Year Cost Allocation
Updated June 27, 2013

	Work Description	Est Cost	2013		2014		2015		2016		2017
			County Project	MAM Project	County Project	MAM Project	County Project	MAM Project	County Project	MAM Project	County Project
	Site Work										
1.1	Mechanical Chamber: West (replace)	$85,000	$3,000		$82,000						
1.2	Mechanical Chamber: East (repair)	$10,000									$10,000
1.3	Underground Connection Shafts to Air Chambers	$15,000			$15,000						
1.4	Loading Dock: Repair deck & Walls. New roof membrane.	$435,000	$5,000				$430,000				
1.6	Asphalt Paving: Pave, repair, seal - Allowance	$475,000	$75,000				$100,000		$200,000		$100,000
	Total Site Work	$1,020,000	$83,000	$0	$97,000	$0	$530,000	$0	$200,000	$0	$110,000
	Building Exterior Envelope										
2.1	Expansion Joints @ Mason: Replace	$87,000			$87,000						
2.2	Repair Copper Cladded Ledges @ Wall Face	$51,000							$51,000		
2.3	Replace WMC Main Built-up Roof	$440,000					$40,000		$400,000		
2.4	Replace WMC Penthouse Roof	$48,000					$48,000				
2.5	Exterior Wall Granite: Tuck pointing, selective removal, waterproof membrane, and flashing	$381,000	$381,000								
2.55	Allowance for window replacements (in granite areas)	$125,000	$125,000								
2.6	Courtyard EIFS repair & refurbish	$20,000			$20,000						
2.7	Exterior Wall Concrete: Sealing & Repairs	$241,000	$70,000		$65,000		$50,000				$56,000
2.8	Exterior Walls Metal Siding: Replace, with roofs	$21,000					$21,000				
2.10	WMC South, East, & West Entrance Assemblies	$217,000					$90,000		$127,000		
2.13	Veterans Courtyard: Replace concrete slabs, repair structure, replace waterproof membrane (including lighting)	$750,000			$750,000						
2.14	Supervisory Engineer	$125,000	$50,000		$30,000		$25,000		$20,000		
2.16	Building Exterior Caulk/Sealants Work	$45,000	$25,000		$20,000						
	Total Building Exterior Envelope	$2,551,000	$651,000	$0	$972,000	$0	$274,000	$0	$598,000	$0	$56,000

EXHIBIT A

	Work Description	Est Cost	2013		2014		2015		2016		2017
			County Project	MAM Project	County Project	MAM Project	County Project	MAM Project	County Project	MAM Project	County Project
	Exterior Stairs										
3.1	Veterans Courtyard Enclosed Stairway (Bird Cage): Replace	$884,000					$884,000				
3.2	Veterans Courtyard Open Stairway: Replace	$120,000					$120,000				
3.4	South Stair: Veterans Courtyard to South Entrance: Repair	$245,000			$245,000						
	Total Exterior Stairs	$1,249,000	$0	$0	$245,000	$0	$1,004,000	$0	$0	$0	$0
	General Building Exterior										
4.1	Exterior Light Fixtures: Selected Replacements	$50,000	$50,000								
4.2	Steel Rails War Memorial Rooftop: Refurbish and/or repair	$60,000					$60,000				
	Total General Exterior	$110,000	$50,000	$0	$0	$0	$60,000	$0	$0	$0	$0
	Concrete & Structural										
5.1	Spalled & Delaminated Concrete - Cantilever Overhangs	$26,800	$19,000								$7,800
5.2	Spalled & Delaminated Concrete Walls - Cantilever Overhangs	$82,700	$37,000								$45,700
5.3	Concrete Damage at Column Bases	$36,300	$20,000								$16,300
5.4	Expansion Joint @ South Exterior Stairs	$13,000			$13,000						
5.5	Concrete Deterioration - South Canopy	$13,700	$13,700								
5.6	Concrete Deterioration - North Canopy	$9,159	$9,159								
5.7	Clay Tile Deterioration - West wall by Mason Street Bridge	$72,600	$15,000								$57,600
5.8	Interior Cracked Columns - Added columns at sub-basement (if minor)	$4,300	$4,300								
5.9	CRITICAL - Interior Cracked Columns - Investigative Work (If major)	$40,000	$40,000								
5.10	Interior - Concrete Deterioration below stairs	$5,700	$5,700								
5.11	Delaminating & Spalls on Roof Slabs: Cost if moderate	$58,400	$8,000				$50,400				$20,000
5.12	Delaminating & Spalls on Roof Slabs: Cost if extensive	$20,000									
5.13	Interior Concrete - Below Expansion joint between Saarinen & Kuhler	$73,700			$73,700						$20,000
5.14	Interior Concrete - Below Expansion joint if more extensive	$20,000									
5.15	Design & Supervisory Engineer	$115,000	$78,000		$25,000		$12,000				
5.16	Leaks in Walls of Duct Space & Air Tunnels	$25,000					$25,000				
5.17	Concrete & Structural - Unidentified Work Allowance	$250,000			$50,000		$50,000		$75,000		$75,000
	Total Concrete & Structural	$866,359	$249,859	$0	$161,700	$0	$137,400	$0	$75,000	$0	$242,400

EXHIBIT A

	Work Description	Est Cost	2013		2014		2015		2016		2017
			County Project	MAM Project	County Project	MAM Project	County Project	MAM Project	County Project	MAM Project	County Project
	HVAC Systems										
	East Building (Kahler)										
6.1	Replace AHU-1 & 2, RF-1 & 2	$1,200,000			$1,200,000						
6.2	Replace VAV Units	$450,000			$450,000						
6.3	Replace Pneumatic Controls With DDC	$125,000			$125,000						
6.4	Replace Liner in Main SA & RA Ducts (Duct replacements NOT included)	$30,000			$30,000						
6.5	West Window & Door Replacement, Baseboard HVAC Upgrade	$200,000			$200,000						
6.6	Insulate Underside of Stairs & Landings at North & South	$60,000			$60,000						
	West Building (Saarinen)										
6.7	Rezone AHU-1 & 2, add new AHU	$375,000			$375,000						
6.8	Replace Pneumatic Controls with DDC, Museum Levels	$50,000			$50,000						
6.9	Separation Wall Upgrade, between humidified & unhumidified areas	$145,000			$145,000						
6.10	Exterior Wall Insulation in Humidified Areas	$50,000			$50,000						
	Other HVAC										
6.11	Supplemental Air Quality Testing - Allowance	$25,000			$25,000						
6.12	Building Automation Upgrade (Total facility)	$50,000			$50,000						
6.13	Removal of damaged insulation or other materials - Allowance	$20,000			$20,000						
6.14	HVAC Engineering	$70,000	$70,000								
6.15	Other moisture related work w/in HVAC scope - Allowance	$75,000			$75,000						
	Note: Replacement Ducts and related work NOT included in any areas										
	Total HVAC Systems	$2,925,000	$70,000	$0	$2,855,000	$0	$0	$0	$0	$0	$0
	General Building Interior										
7.1	Rest Rooms: Renovate (2) restrooms near south entry	$110,000					$110,000				
	Total General Interior	$110,000					$110,000				
	Elevators										
8.1	Hydraulic Elevators, 4 & 6 Stop: Rebuild and/or refurbish - (5) total	$525,000	$50,000		$100,000		$150,000		$225,000		
8.2	Traction Elevators, 7 Stop : Inspect & update (2) Total	$40,000					$40,000				
	Total Elevator	$565,000	$50,000	$0	$100,000	$0	$190,000	$0	$225,000	$0	$0
	Electrical Systems										
9.1	System Costs Per Reserve Advisor Allowance	$200,000			$50,000		$68,000		$82,000		
9.2	Emergency Generator - Replace	$116,000					$116,000				
9.3	Life Safety Systems - Update systems & related device replacements	$425,000	$275,000		$150,000						
	Total Electrical Systems	$741,000	$275,000	$0	$200,000	$0	$184,000	$0	$82,000	$0	$0

EXHIBIT A

	Work Description	Est Cost	2013		2014		2015		2016		2017
			County Project	MAM Project	County Project	MAM Project	County Project	MAM Project	County Project	MAM Project	County Project
	MAM Basement Renovation										
10.1	Demo	$30,000				$30,000					
10.2	MEP demo in ceilings	$30,000				$30,000					
10.3	Floor refinish	$109,000						$109,000			
10.4	New gyp partitions	$39,000				$20,000		$19,000			
10.5	Paint exposed ceiling & walls	$48,000						$48,000			
10.6	Misc finishes patching, detailing, etc.	$25,000				$10,000		$15,000			
10.7	Mechanical re-fit - exposed	$175,000				$75,000		$100,000			
10.8	Electrical	$73,000				$30,000		$43,000			
		$529,000				$195,000		$334,000			
	MAM 1st Floor Renovation										
	Kahler Building										
11.1	Demo	$68,000				$68,000					
11.2	MEP demo in ceilings	$68,000				$68,000					
11.3	Demo & renovation @ tie-in to original bldg	$96,000				$70,000		$26,000			
11.4	Floor refinish	$254,000						$254,000			
11.5	New gyp ceiling	$338,000				$100,000		$238,000			
11.6	New gyp museum partitions	$194,000				$40,000		$154,000			
11.7	Misc finishes patching, detailing, etc.	$146,000				$50,000		$96,000			
11.8	Mechanical re-fit	$474,000				$120,000		$354,000			
11.9	Electrical & New lighting track	$271,000				$70,000		$201,000			
		$1,909,000				$586,000		$1,323,000			
	Saarinen										
11.10	Demo	$30,000				$30,000					
11.11	MEP demo in ceilings	$30,000				$30,000					
11.12	New custom luminous ceiling	$290,000						$290,000			
11.13	New gyp museum partitions	$46,000				$20,000		$26,000			
11.14	Misc finishes patching, detailing, etc.	$25,000				$5,000		$20,000			
11.15	Mechanical re-fit	$175,000				$45,000		$130,000			
11.16	Electrical & New lighting track	$88,000				$40,000		$48,000			
		$684,000				$170,000		$514,000			

EXHIBIT A

	Work Description	Est Cost	2013		2014		2015		2016		2017
			County Project	MAM Project	County Project	MAM Project	County Project	MAM Project	County Project	MAM Project	County Project
	MAM 2nd Floor Renovation										
	Kahler Building										
12.1	Demo	$46,000				$46,000					
12.2	MEP demo in ceilings	$46,000				$46,000					
12.3	Demo & renovation @ tie-in to original bldg	$96,000				$60,000		$36,000			
12.4	Floor refinish	$175,000						$175,000			
12.5	New gyp ceiling	$232,000				$80,000		$152,000			
12.6	New gyp museum partitions	$194,000				$45,000		$149,000			
12.7	Misc finishes patching, detailing, etc.	$146,000				$30,000		$116,000			
12.8	Build-out of new restroom & café space	$203,000				$60,000		$143,000			
12.9	Reno of existing 'Founders Rm' space	$117,000				$50,000		$67,000			
12.10	Mechanical re-fit	$326,000				$130,000		$196,000			
12.11	Electrical & New lighting track	$186,000				$50,000		$136,000			
		$1,767,000				$597,000		$1,170,000			
	Saarinen Building										
12.11	General construction & flooring @ office	$92,000				$40,000		$52,000			
12.12	Demo	$5,000				$5,000					
12.13	MEP demo in ceilings	$5,000				$5,000					
12.14	New custom luminous ceiling	$134,000				$30,000		$104,000			
12.15	New gyp museum partitions	$46,000				$21,000		$25,000			
12.16	Misc finishes patching, detailing, etc.	$25,000				$15,000		$10,000			
12.17	Mechanical re-fit	$30,000				$18,000		$12,000			
12.18	Mechanical new distribution @ office space	$84,000				$40,000		$44,000			
12.19	Electrical & New lighting track	$39,000				$20,000		$19,000			
		$460,000				$194,000		$266,000			
	MAM Le Vine Gallery Enclosure										
13.1	Demo	$48,000				$48,000					
13.2	Structural reinf of existing	$68,000				$45,000		$23,000			
13.3	New structure	$366,000				$110,000		$256,000			
13.4	Fireproofing of steel structure	$25,000						$25,000			
13.5	New gallery fit-out & tie-in	$484,000				$120,000		$364,000			
13.6	Roof area pedestrian pathway	$64,000				$40,000		$24,000			
13.7	Artists allowance for Memorial	$48,000						$48,000			
13.8	Green roof construction	$465,000						$465,000			
		$1,568,000				$363,000		$1,205,000			

EXHIBIT A

	Work Description	Est Cost	2013		2014		2015		2016		2017
			County Project	MAM Project	County Project	MAM Project	County Project	MAM Project	County Project	MAM Project	County Project
	MAM Lake Atrium Addition & Plaza										
	Atrium Addition										
14.1	Site/Plaza area - no access	$41,000				$20,000		$21,000			
14.2	Demo & excavation	$54,000				$54,000					
14.2	East Foundation Waterproofing	$169,000				$169,000					
14.3	Building foundations	$140,000				$140,000					
14.4	Building structure	$339,000				$210,000		$129,000			
14.5	Glass enclosure	$1,410,000				$150,000		$1,260,000			
14.6	Exterior exit stairs	$102,000				$60,000		$42,000			
14.7	Roof	$194,000				$60,000		$134,000			
14.8	Passenger elevator	$165,000						$165,000			
14.9	Prefunction space build-out	$774,000						$774,000			
14.10	Custom ornamental stair	$96,000						$96,000			
14.11	Misc, reno, tie-in to existing	$96,000				$30,000		$66,000			
		$3,580,000				$893,000		$2,687,000			
	Plaza, Entry, Upper Plaza Deck										
14.12	Demo & excavation	$25,000				$25,000					
14.13	Foundations and slab for plaza construction	$68,000				$68,000					
14.14	Plaza finishes + ramp & stairs	$88,000				$40,000		$48,000			
14.15	Monumental revolving door	$96,000						$96,000			
14.16	Monumental alum/SS entry doors	$30,000						$30,000			
14.17	Entry canopy - 15'x15'	$44,000						$44,000			
14.17b	Restore Fitch Stairwells	$103,000						$103,000			
14.18	Misc site restoration	$49,000				$30,000		$19,000			
		$503,000				$163,000		$340,000			
14.19	New built-up roof w/ ped paver system	$554,000				$554,000					

EXHIBIT A

	Work Description	Est Cost	2013		2014		2015		2016		2017
			County Project	MAM Project	County Project	MAM Project	County Project	MAM Project	County Project	MAM Project	County Project
	MAM Technology, Lighting, & Security										
15.1	Gallery Lighting Fixtures	$581,000						$581,000			
15.2	Phone System	$15,000						$15,000			
15.3	Communications Systems & Radio System	$48,000						$48,000			
15.4	Special security & cameras - Extension of new system	$58,000						$58,000			
15.5	Information Systems & Computers	$19,000						$19,000			
15.6	WI Fi throughout	$23,000						$23,000			
15.7	Audio Visual, Including Atrium events	$25,000						$25,000			
15.8	Plasma Screens	$5,000						$5,000			
15.9	Other I.S. & Technology	$39,000						$39,000			
		$813,000				$0		$813,000			
	MAM Equipment & Other										
16.1	Storage Space Remodel for Reconfigurations	$146,000				$146,000					
16.2	Serving Kitchen Equipment	$146,000						$146,000			
16.3	Other	$25,000						$25,000			
		$317,000				$146,000		$171,000			
17.1	Design Fees, Insurance, & Miscl	$1,316,000		$525,000		$521,000		$270,000			
17.2	MAM Contingency (For work items 10.1 through 16.3 only)	$1,000,000				$400,000		$600,000			
	TOTAL ESTIMATED COST	$25,137,359	$1,428,859	$525,000	$4,630,700	$4,782,000	$2,489,400	$9,693,000	$3,180,000	$0	$408,400

The above allocation of costs is for budgetary purposes only. Building and site conditions shall be regularly assessed and monitored by Milwaukee County to ensure the actual timing of the work addresses the necessary safety, structural, indoor air quality, and water infiltration issues.

Above budgets exclude any required removal and/or replacement of damaged HVAC ductwork within Milwaukee Art Museum occupied areas.
Design and/or administrative costs for Milwaukee County funded work are excluded, except where specifically listed as "supervisory engineering"

References to "County", in the above cost allocations, relates to Milwaukee County
References to "MAM", in the above cost allocations, relates to Milwaukee Art Museum

Total Milwaukee County Projects	$10,137,359
Total Milwaukee Art Museum Project	$15,000,000

2013 Milwaukee County Projects - Scheduled Work	$1,428,859
2014 Milwaukee County Projects - Scheduled Work	$4,630,700
2015 Milwaukee County Projects - Scheduled Work	$2,489,400
	$8,548,959
Less budgeted supervisory engineering (Years 2013-2015)	($290,000)
Estimated Construction Cost (Years 2013-2015)	$8,258,959
Estimated Milwaukee County Design & Administrative Costs	$1,500,000
Total Milwaukee County Budget for 2013-2015	$9,758,959
Current Milwaukee County costs allocated for WMC Improvements	$10,000,000
** Projected Balance Year-End 2015	$241,041

** At the end of Year 2015, Milwaukee County shall perform a facility assessment and provide supplemental funding, as necessary, to ensure 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 Year-End 2015

Milwaukee County
War Memorial Center

August 21, 2014

To: Milwaukee County Board Chairwoman Marina Dimitrijevic
Milwaukee County Executive Chris Abele

Enclosed are the War Memorial Center's financial statements for the quarter ending June 30, 2014. Please contact me if you have any questions.

Sincerely,

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

750 North Lincoln Memorial Drive ~ Milwaukee, Wisconsin 53202
Phone: 414-273-5533 ~ Fax: 414-273-2455 ~ www.warmemorialcenter.org

Milwaukee County War Memorial, Inc.
Statement of Financial Position

		6/30/2014
Assets		
Cash	$	498,785.17
Accounts receivable		23,146.66
Prepaid expenses		10,355.55
Equipment - Net		55,516.79
Total Assets	$	587,804.17
Liabilities and Net Assets		
Accounts payable and accrued expenses	$	65,623.76
Deferred revenue this year		140,771.00
Deferred revenue future years		8,500.00
Total Liabilities		214,894.76
Net Assets:		
Unrestricted		278,356.17
Temporarily Unrestricted		94,553.24
Total Net Assets		372,909.41
Total Liabilities and Net Assets	$	587,804.17

Milwaukee County War Memorial, Inc.
Statement of Revenues and Expenditures

	6/30/2014	2014
Operating Expenditures	Year to date	Budget
Personnel Services	$266,681.93	$575,000
Professional Fees	$52,764.77	$141,250
Advertising & Promotion	$36,359.07	$62,000
Meetings & Auto Allowance	$1,959.66	$7,500
Space & Utilities	$199,930.17	$444,900
Office & Admin Supplies	$10,507.92	$24,350
Total Operating Expenditures	$568,203.52	$1,255,000
Operating Revenues		
Parking Revenue	$192,154.40	$315,000
Hall & Plaza Rental Revenue	$81,534.70	$165,000
Meeting Room Rental Revenue	$5,355.00	$10,000
Office Rental Revenue	$94,320.57	$190,000
Catering Commission Revenue	$14,629.14	$27,000
Liquor Commission Revenue	$7,723.07	$13,000
Miscellaneous Revenue	$24,308.32	$49,000
Tax Levy	$243,000.00	$486,000
Total Operating Revenue	$663,025.20	$1,255,000
Increase (decrease) in net assets from operations	$94,821.68	$0
Non-Operating / Special Projects Expenses		
Unrestricted	$4,005.33	
Temporarily Restricted	$71,036.76	
Total Special Projects Expenses	$75,042.09	
Receipts		
Unrestricted	$4,121.22	
Temporarily Restricted	$19,151.04	
Total Special Projects Receipts	$23,272.26	
Increase (decrease) in net assets from Special Projects	($51,769.83)	
Total Increase (decrease) in net assets	$43,051.85	

COUNTY OF MILWAUKEE

Interoffice Memorandum

DATE: August 22, 2014

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

FROM: O'Donnell Park Workgroup

SUBJECT: Report on the Fiscal Analysis Regarding the Disposition of the O'Donnell Park Facility

Request

The 2014 Adopted Budget established the O'Donnell Parking Structure Workgroup ("Workgroup") to "perform a cost-benefit analysis of the O'Donnell Parking structure to help policymakers determine a prudent course of action on the future of the facility." The Office of the Comptroller, working in conjunction with staff from the Department of Administrative Services, Parks Department and Corporation Counsel was charged with updating parking demand estimates, assessing potential deed and zoning restrictions and reviewing the appraised value of the O'Donnell Parking facility.

Current Northwestern Mutual Offer to Purchase

The Director of Economic and Community Development is working with Northwestern Mutual ("NM") on an agreement to purchase the O'Donnell Park facility that was presented to the County Board in July 2014 as an informational report (File No. 14-610). The Workgroup's report, while developed concurrently to the NM purchase proposal, is likely to provide information that will be helpful to policymakers in determining the future of the O'Donnell Park facility, but is not intended to be a complete analysis of the NM purchase agreement. Per the proposed agreement, NM is willing to pay the $14 million appraised value for the O'Donnell Park facility with a "credit" of approximately $1.3 million for needed repairs to the membrane between the roof and plaza. Further, NM would invest in a refurbishment of portions of the park plaza located on top of the parking facility, make enhancements within the parking garage and continue to operate it in a manner that would allow public access and enjoyment for at least the useful life of the facility. Finally, the sale of the facility to NM would be contingent upon the City of Milwaukee removing the deed restriction to permit the sale to a private entity. Further information about the proposed sale of the O'Donnell Park facility to NM can be found in the County Legislative Information Center (CLIC) attached to File 14-610.[1]

[1] The contents of File 14-610 can be found in CLIC at: www.milwaukeecounty.legistar.com

Executive Summary

This report provides financial and related information to aid policymakers in their understanding of the net value of the facility by illuminating the current costs and revenues as well as future investment required in the operation of the facility. The Workgroup examined three alternatives: 1) sell the O'Donnell Park facility, 2) retain the facility and rebuild the structure around the year 2035, and 3) retain the facility and demolish the parking structure at the end of its useful life but retain the plaza and maintain the site as a park. The net present values of each of these alternatives are shown below in Table 1 and further analyzed in later sections of the report.

Table 1: Net Present Value of Three Alternatives

	SALE	COUNTY OWNED BUILD NEW	COUNTY OWNED DEMO
Sale Price	$14,000,000	N/A	N/A
Offset for Repair	($1,300,000)	N/A	N/A
Net Income	$12,700,000	N/A	N/A
Debt Payoff & Expense	($7,700,000)	N/A	N/A
Revenue	N/A	$39,616,473	$28,422,004
Expenses	N/A	($18,675,454)	($13,634,176)
Old Debt	N/A	($6,911,346)	($6,911,346)
New Debt	N/A	($27,389,350)	($5,398,831)
Net Funds	**$5,000,000**	**($13,359,677)**	**$2,477,650**

Public parks are "valued" based on many non-financial factors, but O'Donnell Park is a unique asset within the County park system in that it includes a parking facility with a roof-top park. The facility could require a significant public investment to rebuild or demolish the parking facility resulting in the diversion of resources that could be used to maintain other parks in the system. The structure, in its current state, is profitable and even demonstrates the potential for a continuing profit in the near future, but major capital investment is inevitable and would erode and potentially erase the profit being generated currently. Yet, this financial argument may not be the only consideration for those who view O'Donnell Park as an integral corridor to Milwaukee's lakefront amenities. Viewed in this manner, the retention of the O'Donnell Park facility may justify the County's stewardship and inevitable investment of $57 to $76 million to replace the facility or $7 to $12 million to demolish and potentially repurpose the facility around the year 2037.

ALTERNATIVE 1 - SALE OF O'DONNELL PARK

Table 2: Net Present Value of Sale of O'Donnell Park Facility

COUNTY SALE NET PRESENT VALUE	
Sale Price	$14,000,000
Offset for Repair	($1,300,000)
Net Income	$12,700,000
Debt Payoff	($7,700,000)
Net Funds	**$5,000,000**

The Workgroup found that Alternative 1, selling the O'Donnell Park facility to NM under the proposed sale terms outlined in File No. 14-610, to be the most fiscally advantageous option to the County based on a net present value analysis of three potential options. The major components of Alternative 1 are summarized below and include an opinion on the reasonableness of the data reviewed.

Appraised Valuation

The Nicholson Group (TNG) appraised the O'Donnell Park facility for $14 million in May 2013. There are three traditional methodologies for conducting a real property appraisal: cost approach, sales comparison approach, and income capitalization approach. TNG utilized the income capitalization approach, which estimates the value of a property by forecasting the income and expenses of the O'Donnell Park facility using historical operating data and current market trends, and calculating capitalization rates from the market. The largest revenue generator for the facility is the parking garage, with 1,332 total parking spots. Historical financial statements were used by the appraiser to project a net income value for the facility. Historical financials are attached as Attachment A. This method does not take into account the appraised value of similar properties or the cost of building a new, similar parking structure.

The Workgroup reviewed the appraisal and concluded that the valuation of $12.7 million was reasonable given the factors that were used to calculate the estimate. The income capitalization methodology is an appropriate approach because the property, due to the current deed restriction and zoning as Parks and Recreation, cannot be sold for private development without the approval of the City of Milwaukee.

O'Donnell Park Facility Outstanding Repairs

The O'Donnell Park facility requires immediate repair to improve the plaza's waterproofing and drainage system. The County and NM independently retained consultants to estimate the extent and cost of O'Donnell's repair. The reports are summarized below.

Graef Report

In January 2012, Graef-USA Inc. submitted an estimate for repair to the parking structure's roof to the County. The consultants found the parking structure to be in generally good condition with

a usable service life of at least 25 years (until 2037) if the roof repairs were made. Graef estimated that approximately $1 million was needed to replace portions of the rubber membrane between the plaza and the ceiling of the parking ramp to prevent leaks in an area that surrounds the pavilion. The total cost is $1.3 million including an overhead fee of 20 percent for County Architectural and Engineering staff time.

Walker Report

NM received a repair estimate from Walker Restoration Consultants in March 2012. Walker identified similar repair needs as Graef, but estimated costs at approximately $6.6 million, including $4.5 million for repairs to the membrane between the parking structure roof and the public plaza. The Walker report recommended waterproofing repairs to a larger physical area around the pavilion and other security enhancements to the parking structure which accounts for the cost difference.

The Workgroup reviewed the repair estimates and found that NM is prepared to make more comprehensive repairs to the O'Donnell Park facility plaza that is likely to help improve the life of the structure.

County Debt Service

The County has issued debt over the years to construct and, more recently, to repair the O'Donnell Park facility. In addition, the County entered into a Master Capital Lease Agreement (Master Lease) with Chase Equipment Leasing, Inc. to finance lighting improvements in 2007. The estimated outstanding general obligation debt for the structure is $6.5 million and the estimated lease payment is $127,000 for a total of $6.6 million. These amounts do not include the interest that would be paid at the time of redemption, defeasance or prepayment. Table 3 below illustrates the annualized debt service for O'Donnell Park until 2026.

Table 3: O'Donnell Park Debt Service Schedule

YEAR	PRINCIPAL	INTEREST	TOTAL DEBT SERVICE
2015	$536,687	$295,466	$832,153
2016	$584,422	$277,582	$862,004
2017	$584,870	$257,311	$842,181
2018	$514,092	$234,940	$749,032
2019	$396,898	$214,177	$611,075
2020	$388,329	$197,187	$585,516
2021	$589,727	$179,725	$769,452
2022	$612,583	$152,557	$765,140
2023	$622,900	$123,414	$746,314
2024	$647,917	$92,838	$740,755
2025	$648,055	$59,954	$708,009
2026	$476,882	$26,229	$503,111
Total	$6,603,363	$2,111,380	$8,714,743

*The County has paid the interest due for 2014 and is scheduled to pay the 2014 principal payment in December 2014.

Defeasing Outstanding County Debt

Both the Master Lease and the General Obligation Debt are a part of larger debt obligations that are tax-advantaged or tax-exempt obligations. To maintain the tax-advantaged status of the larger debt obligations, the County will have to redeem or defease all of the outstanding general obligation debt associated with the O'Donnell Park facility within 90 days of the executed purchase agreement with NM. This action is necessary to comply with the remedial action rules under Section 1.141-12 of the Treasury Regulations (the "Remedial Action Rules"). The basis of the Remedial Action Rules is that tax-exempt debt cannot be used for private purposes or private ownership. The "defeasance" would create a need to set aside funds with a trustee to provide enough funds to pay the interest and principal on the debt to the call date for the bonds. The call dates in some cases are three years from an estimated sale closing date of 2015. Table 4 below illustrates the cost of debt defeasance for the County.

The current proposal would use a portion of the proceeds of the sale of the O'Donnell Park facility to redeem or defease the outstanding general obligation debt and prepay the lease payments relating to the structure. Chase Equipment Leasing, Inc. has indicated that the County could prepay the lease, although whether and on what terms a partial prepayment would be permitted must still be negotiated. The Office of the Comptroller is working out the details with Chase and Bond Counsel to determine the steps that would be necessary to accomplish the prepayment.

Table 4: Payoff Charges based on 2015 as the Year of Finalization of Agreement

Payoff of Debt	
Outstanding GO Debt	$6,476,000
Outstanding Lease Debt	$127,000
Interest Owed Until Debt Call Date	$1,097,000
Total	**$7,700,000**

*These figures are estimates. The final payment will depend on the actual date and when principal payments occur.

Furthermore, the defeasance of the O'Donnell Park Facility debt could reduce the state-imposed County tax levy limit amount. The County tax levy limit calculation allows for the year over year change for debt service costs. Viewed in isolation of any changes in the components of the County tax levy limit calculation, if debt decreases the County tax levy limit will also decrease. The impact could be mitigated by an increase in other factors such as net new construction or the use of tax levy exemptions. The underlying assumption made in this analysis is that if the County defeases the debt on the O'Donnell Park facility, policymakers would utilize exemptions under the County tax levy limit to maintain the current total tax levy.

The Office of the Comptroller has reviewed the ability of the County to "defease" outstanding debt on the proposed sale of the O'Donnell Park facility to NM and concluded that the County could meet all of the requirements to do so and thus keep the larger debt obligations tax exempt.

Deed Restrictions

The parcel encompassing the O'Donnell Park facility has been subject to a significant number of deeds and easements. This information has been provided to the County Board as attachments to File No. 14-610 (Exhibits L-N) and reviewed by the Workgroup.

If the County agrees to the sale agreement of the O'Donnell Park facility, NM will have a six to eight-month period to complete all due diligence necessary for the facility's acquisition. The County will be responsible for the operation of the facility during this time and would issue the deed at the end of the due diligence period if NM remains interested in the purchase. The County will receive payment of $12.7 million when it issues the deed to NM.

City Zoning

The O'Donnell Park facility is zoned by the City of Milwaukee as a Parks District and is included in the Lakefront Overlay Zone. The City of Milwaukee's code of ordinances outlines the restrictions for types of structures and services that can be provided on parkland and in the overlay zone. The owner of the O'Donnell Park facility may apply to amend the zoning map to change their property's zoning designation or request special permits for certain structures or activities on the property. If the owner seeks to amend the property's zoning designation, the amendment can be challenged by property owners of 20 percent or more of the land immediately adjacent to the subject property. If a challenge is submitted, the zoning amendment must have a favorable vote of three-fourths of the voting members of Milwaukee's Common Council. Milwaukee County currently owns more than 20 percent of the adjacent land, thus giving County officials the option to challenge any proposed future zoning changes to the O'Donnell Park facility property.

The Workgroup reviewed the deed restrictions and current zoning and concluded that the sale of the O'Donnell facility to NM could be effectuated if the City of Milwaukee grants the necessary approvals. Moreover, the zoning of the land could not be changed over the objection of the County without a three-fourths majority approval of the City of Milwaukee Common Council. As stated earlier, the appraisal methodology recognized that the County could not sell the land for development without the approval of the City of Milwaukee. Policymakers should be aware that if the County's ability to sell the facility to a private entity is legally challenged it may delay the final closing and payment. Until the sale is finalized, the County will be responsible for ongoing operation and maintenance of the O'Donnell Park Facility and for payment on the associated debt service.

Parking Demand Study

The Workgroup was tasked with commissioning an updated parking demand study "that reflects current and future demand for public parking in the vicinity in light of anticipated nearby development and changes in parking availability due to the I-794 ramp reconstruction." The Workgroup retained one of the authors from a 2010 downtown parking study commissioned by the City of Milwaukee. The Workgroup requested updated information for the specific parking district (District D) that includes the O'Donnell Park facility because the original study did not predict the new development projects at 833 E. Michigan, 827 E. Clybourn and the redevelopment of the Downtown Transit Center.

The updated parking study provided three scenarios for potential parking demand post-2017 illustrated in Table 5. Scenario 1 is based on a model that *estimated* future parking demand, Scenario 2 extrapolates on *actual* parking data from District D, and Scenario 3 uses data from Scenario 2 but assumes the complete demolition of the nearby "Lake Lot" (a surface parking lot under the I-794 ramps that will be impacted by the interstate's reconstruction and reconfiguration). Even the most conservative scenario predicts that parking demand in District D will exceed its supply by 2017.[2] The O'Donnell Park facility is already experiencing a rise in demand due, in part, to I-794 reconstruction and the related partial closure of the Lake Lot. There was a 46 percent increase in monthly contracts between July 2013 and July 2014, and the number of monthly contracts has seen positive growth for the past 13 months.

Table 5: Post-2017 O'Donnell Area Parking Occupancy Rate

	Demand	Spaces	Occupancy Rate[3]
Scenario 1	7,356	7,618	97%
Scenario 2	8,461	7,618	111%
Scenario 3	9,875	7,618	130%

The Workgroup reviewed the parking demand study and concluded that the demand for parking in the O'Donnell Park area is likely to increase, especially after 2017, which will likely maintain and potentially increase demand. Future increases in parking demand may also warrant higher parking rates. The parking demand provided a reasonable basis for the appraisal and future revenue projections.

ALTERNATIVE 2 - RETAIN O'DONNELL PARK AND FUTURE RECONSTRUCTION

Rebuilding

Staff from the Architecture, Engineering and Environmental Services Section ("AE&ES") provided two methods to estimate the cost to rebuild the O'Donnell Park facility as it currently stands.

[2] An 85 percent occupancy rate is the industry's standard for determining if a parking structure is at capacity. This rate is considered full capacity because at 85 percent it becomes difficult for arriving parkers to find the few empty spaces.

[3] Occupancy rate is the percentage of demand for parking spaces compared to existing parking spaces.

- **$68 million.** This method uses the 1995 construction cost ($36 million) as its base and increased the amount to account for the time since O'Donnell's construction using an index provided by RS Means Construction and the Engineering News Record. The historical cost index of 1.9 percent indicates that the cost to construct a building now compared to 1995 has increased approximately 90 percent.

- **$50 million.** This method uses the replacement cost of O'Donnell utilizing square foot costs. This method multiplies the number of stalls in O'Donnell's parking structure by the recommended number of square feet per stall. The square feet estimate is then multiplied by the estimated parking deck cost per square foot from RS Means Construction. The method also estimates the square footage of the plaza deck and the cost per square foot. The combined costs of square footage for the parking structure and plaza result in an overall cost of $50 million to replace the O'Donnell Park facility.

Parking Decks (1332 vehicles x 325 s.f./each)	432,900 s.f.
Estimated Parking Deck Cost per s.f.	x $64.30/s.f.
Parking Deck Estimated Cost	**$27,835,470**
Plaza Deck	203,250 s.f.
Estimated Plaza Deck Cost per s.f.	x $110.00/s.f.
Plaza Deck Estimated Cost	**$22,357,500**
Total Parking Structure Cost	**$50,192,970**

Therefore, based on the estimates provided, **the total cost of demolishing and rebuilding a structure similar to O'Donnell is estimated to range from $57 to $76 million in 2014 dollars.**

Table 6: Net Present Value of County Ownership and Rebuilding New

COUNTY OWNED (REBUILD NEW)		
	NET PRESENT VALUE 2014-2055	**CASH FLOW 2014-2055**
Revenue	$39,616,000	$108,308,000
Expenses	($18,675,000)	($50,478,000)
Old Debt	($6,911,000)	($9,443,000)
New Debt	($27,389,000)	($117,762,000)
Net Funds	**($13,359,000)**	**($69,375,000)**

The Workgroup reviewed the estimates provided by County engineering staff and found the cost to replace the facility in its current form to be $57 to $76 million based on the engineering complexity that the plaza deck requires. Future parking and building lease revenues will not cover the additional cost to rebuild the facility in its present form. As shown in Table 6 above, the cost of the rebuild in today's dollars would be a loss of $13.3 million. Of the three alternatives examined, retaining the O'Donnell Park facility and reconstructing a similar structure at the end of its useful life is the most costly to the County.

ALTERNATIVE 3 - RETAIN O'DONNELL PARK AND FUTURE DEMOLITION

One option that the Workgroup considered would be to retain the O'Donnell Park facility and at the end of its useful life demolish the parking structure, leave the pavilion in place, adjust the access to the art museum and redevelop the site as a park. As stated earlier, the cost to demolish the facility and maintain it as a park is approximately $11 to $12 million. The net present value for this option is approximately $2.5 million as shown in Table 7 below.

Table 7: Net Present Value of County Ownership and Demolition/Retain Park

	NET PRESENT VALUE 2014-2055	CASH FLOW 2014-2055
Revenue	$28,422,004	$51,260,564
Expenses	($13,634,176)	($24,788,479)
Old Debt	($6,911,346)	($9,443,153)
New Debt	($5,398,831)	($20,152,087)
Net Funds	**$2,477,650**	**($3,123,155)**

The Workgroup acknowledges that while this alternative may yield a "positive" net present value, it does not address the needs that may exist for parking when the life of the current facility is over. Moreover, the decision on whether to rebuild the parking structure at the end of its useful life is best made when that time is approaching, not more than 20 years away. It should be noted that the Workgroup did not commission any drawings as to what this option may look like, but rather focused on the option simply as an economic alternative.

Demolition Costs

AE&ES staff also provided the Workgroup with two preliminary estimates for demolition costs.

- **$7 to $8 million** to demolish the entire structure, pavilion, and pedestrian bridge to the transit building while making adjustments for the art museum's bridge and the retaining wall.

- **$11 to $12 million** to demolish the parking structure, leave the pavilion in place, adjust the access to the art museum and redevelop the site as a park.

O'Donnell Park Operating Budget

Table 8 below illustrates the historical net income generated by the O'Donnell Park facility and predicted net income for three years into the future. Table 8 excludes 2010 and 2011 because the facility was closed for many months in both years due to a fatal accident in June 2010 which forced the immediate closure of the parking structure and subsequent assessment and repair. The outstanding debt rises in 2014 due to the amortization schedule of the repairs made to the facility after the accident.

Table 8: O'Donnell Park Revenue and Expenses 2012-2013 Actual and 2014 Projected

	2012	2013	2014
Revenue	$1,600,167	$1,631,116	$1,871,800
Expenses	($713,026)	($653,427)	($707,876)
Major Maintenance	-	-	-
Debt	($633,421)	($711,864)	($728,408)
Total	**$253,720**	**$265,825**	**$435,516**

Table 9 below illustrates the projected net income that will be generated by the O'Donnell Park facility for 2015 through 2017.

Table 9: O'Donnell Park Revenue and Expenses 2015-2017 Projected

	2015	2016	2017
Revenue	$1,894,250	$1,927,890	$1,962,610
Expenses	($760,860)	($776,080)	($791,600)
Major Maintenance	$0	$0	($301,000)
New Debt	($168,356)	($168,356)	($168,356)
Debt	($832,153)	($862,004)	($842,181)
Total	**$132,881**	**$121,450**	**($140,527)**

* New debt represents the ten-year payback of $1.3 million needed in repairs for the park plaza roof membrane if the County were to continue to own the facility.
* Periodic major maintenance is projected for the O'Donnell facility, including $301,000 in 2017, $259,000 in 2020, $325,000 in 2021, $163,000 in 2023, $301,000 in 2029, $259,000 in 2032, $325,000 in 2033 and $163,000 in 2035. These operating budget expenditures are embedded in the overall fiscal analysis outlined in this report.

The facility generated approximately $1.6 million in revenue in 2013. Revenue is expected to increase for 2014 to $1.8 million with the return of additional monthly contract parkers. If the current parking numbers hold, the facility will net approximately $435,000 after making the debt service payments and paying annual facility expenses. The net income will decrease over the next few years, however, if the County maintains ownership because of new debt required for repairs to the parking structure roof. In 2017, it is projected that the facility will cost the County approximately $140,000 primarily due to periodic major maintenance that must be performed to maximize the useful life of the structure. It should be noted that the facility operating costs and all parking revenues are budgeted in the Department of Parks and the annual debt service obligations on capital improvements are in the General County Debt Service budget. The Parks operating budget includes approximately $707,000 in expenses to operate the O'Donnell Park facility and the greatest portion of this cost, or $321,000, is for utilities.

The Workgroup concluded that the most expensive alternative for the County would be to retain the O'Donnell Park facility and reconstruct the structure in its present form at the end of its useful life, estimated to be around the year 2035. In 2014 dollars, the cost to rebuild the facility ranges from $57 to $76 million. The O'Donnell Park facility is currently generating positive net income to the County, but the amounts will be reduced or eliminated in future years by debt service payments and major maintenance costs.

Leasing Options

In response to inquiries about the ability of the County to lease the O'Donnell Park facility to NM or another entity, the Comptroller has engaged outside bond counsel as to the conditions that would first have to be met. In short, the County would not be able to lease the facility without first defeasing the outstanding debt on the facility, or the portions that were to be leased. Moreover, if the County wishes to lease the O'Donnell Park facility, it may require the removal of deed restrictions by the City of Milwaukee.

Maintaining County ownership of property and leasing the facility would be problematic since the outstanding debt would need to first be defeased, requiring a significant source of funds that annual lease payments are unlikely to provide.

Summary

The Workgroup was tasked with helping policymakers determine a prudent course of action on the future of the O'Donnell Park facility. After extensive analysis of the current and future costs and revenues related to the structure, the Workgroup determined the purchase offer from NM to be financially the most advantageous in the long run when compared to two other presented alternatives in which the County would retain the facility. Yet, the O'Donnell Park facility is a key access point to Milwaukee's lakefront amenities and policymakers will need to weigh the financial costs against the intrinsic benefits of public ownership.

ATTACHMENT A: Net Income of O'Donnell Park Facility (2008-2014)
ATTACHMENT B: Projected Net Income of O'Donnell Park Facility (2015-2021**)**

cc: County Executive Chris Abele
O'Donnell Workgroup Members

- Scott Manske, County Comptroller
- John Dargle, Director, Parks Department
- Paul Bargren, Corporation Counsel
- Teig Whaley-Smith, Director, DAS-Economic and Community Development
- Josh Fudge, DAS-Budget Director
- Daniel Laurila, Fiscal and Management Analyst 3, DAS
- Jim Keegan, Chief of Planning and Development, Parks Department
- Paul Kuglitsch, Principal Assistant Corporation Counsel
- Pam Bryant, Capital Finance Manager, Office of the Comptroller
- Justin Rodriguez, Budget and Management Coordinator, Office of the Comptroller
- Cynthia Pahl, Budget and Management Coordinator, Office of the Comptroller
- Jill Suurmeyer, Research and Policy Analyst, Office of the Comptroller
- Steve Cady, Research and Policy Director, Office of the Comptroller

ATTACHMENT A: Net Income of O'Donnell Park Facility (2008-2014)

Net Income of O'Donnell Park Facility (2008-2014)							
	2008	**2009**	**2010**	**2011**	**2012**	**2013**	**2014** (Projected)
Revenues							
No. of Monthly Parkers	588	790	609	295	647	587	789
Monthly Rates	$110.00	$120.00	$110.00	$85.00	$85.00	$90.00	$95.00
No. of Daily Parkers	302	287	336	413	275	285	295
Daily Rates	$7.00	$7.00	$7.00	$7.00	$7.00	$7.00	$7.00
Months of Operation	12	12	6	6	12	12	12
Parking	$1,537,728	$1,853,677	$823,050	$674,396	$1,366,266	$1,359,090	$1,658,595
Commercial	$252,485	$238,394	$222,803	$220,907	$207,221	$218,901	$190,000
Other Revenues	$36,533	$74,217	$17,765	$41,042	$26,680	$ 53,125	$23,205
Total Revenues	**$1,826,746**	**$2,166,288**	**$1,063,618**	**$936,345**	**$1,600,167**	**$1,631,116**	**$1,871,800**
Expenses							
Personnel	$394,800	$343,665	$188,814	$161,876	$166,572	$54,888	$90,967
Services	$67,510	$97,134	$63,179	$105,485	$104,010	$102,954	$122,981
Utilities	$302,072	$287,202	$311,869	$314,223	$329,453	$329,666	$317,282
Commodities & Capital	$49,206	$23,739	$54,510	$46,424	$60,312	$49,340	$50,071
Cross Charges	$37,743	$51,569	$101,690	$132,488	$52,679	$116,580	$126,576
Total Expenses	**$851,331**	**$803,309**	**$720,062**	**$760,496**	**$713,026**	**$653,427**	**$707,876**
Net Operating	$975,415	$1,362,979	$343,556	$175,849	$887,141	$977,689	$1,163,924
Debt Costs	**$257,355**	**$250,195**	**$240,761**	**$603,761**	**$633,421**	**$711,864**	**$728,408**
Net Income	**$718,060**	**$1,112,784**	**$102,795**	**($427,912)**	**$253,720**	**$265,824**	**$435,515**

ATTACHMENT B: Projected Net Income of O'Donnell Park Facility (2015-2021)

Projected Net Income of O'Donnell Park Facility (2015-2021)							
	2015	**2016**	**2017**	**2018**	**2019**	**2020**	**2021**
Revenues							
No. of Monthly Parkers	790	791	792	752	672	572	577
Monthly Rates	$96.90	$98.80	$100.80	$102.80	$104.90	$107.00	$109.10
No. of Daily Parkers	295	295	295	295	295	295	295
Daily Rates	$7.10	$7.20	$7.30	$7.40	$7.50	$7.70	$7.90
Parking	$1,683,650	$1,713,620	$1,744,590	$1,725,030	$1,654,040	$1,564,130	$1,606,650
Commercial	$183,600	$187,270	$191,020	$194,840	$198,740	$202,710	$206,760
Other Revenues	$27,000	$27,000	$27,000	$27,000	$27,000	$27,000	$27,000
Total Revenues	**$1,894,250**	**$1,927,890**	**$ 1,962,610**	**$1,946,870**	**$1,879,780**	**$1,793,840**	**$1,840,410**
Expenses							
Personnel	$102,000	$104,040	$106,120	$108,240	$110,400	$112,610	$114,860
Services	$113,440	$115,710	$118,020	$120,380	$122,790	$125,250	$127,750
Utilities	$327,840	$334,400	$341,090	$347,910	$354,870	$361,970	$369,210
Commodities & Capital	$98,670	$100,640	$102,650	$104,700	$106,790	$108,920	$111,100
Cross Charges	$118,910	$121,290	$123,720	$126,190	$128,710	$131,280	$133,910
Total Expenses	**$760,860**	**$776,080**	**$791,600**	**$807,420**	**$823,560**	**$840,030**	**$856,830**
Net Operating	$1,133,390	$1,151,810	$1,171,010	$1,139,450	$1,056,220	$953,810	$983,580
Debt & Maintenance							
Existing Debt	$832,153	$862,004	$842,181	$749,032	$611,076	$585,516	$769,452
New Debt	$168,356	$168,356	$168,356	$168,356	$168,356	$168,356	$168,356
Major Maintenance	-	-	$301,000	-	-	$259,000	$325,000
Total Debt & Maintenance	**$1,000,509**	**$1,030,360**	**$1,311,537**	**$917,388**	**$779,432**	**$1,012,872**	**$1,262,808**
Net Income	**$132,881**	**$121,450**	**($140,527)**	**$222,062**	**$276,788**	**($59,062)**	**($279,228)**

County of Milwaukee
Interoffice Communication

Date: August 27, 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 Development and Management Agreement with Friends of Hales Corners Park & Pool

Issue & Background

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

The Friends of Hales Corners Park & Pool (Friends) have partnered with the Department of Parks, Recreation, and Culture (Parks) since 2003 to support amenities at Hales Corners Park. Parks requests approval to enter into a ten year agreement with Friends to construct and manage a year-round picnic pavilion and an outdoor ice skating rink.

The Department of Administration – Office of Performance, Strategy, and Budget (DAS-PSB), Corporation Counsel, Risk Management (Risk), and Community Business Development Partners (CBDP) have reviewed the draft proposal with Friends.

Analysis

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

Letter of Full Disclosure

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

Cash Flow Projections

Friends provided cash flow and budget projections for the venture. The figures appear to be reasonable and attainable.

County Operating Budget Impact

The impact of the proposed agreement on the County operating budget is expected to be minor. The County would operate the facility rental program and retain all rental revenue for the shelter. Friends would operate the facility rental program and retain all rental revenue for the rink. Friends may not commence construction on the rink or the shelter until they receive 100% of the estimate cost of construction and renovation to the entire premises. The County would not have to cover any potential fundraising shortfall. Friends would reimburse the County for the salary and benefits costs of a

project manager (up to a total of $5,000) to review any construction plans for the ice rink. Friends would also pay all utilities for the shelter and rink during the ice season.

Debt Management
Friends state that they hold no debt. Improvements and maintenance planned to be funded with cash on hand and contributions from an endowment fund that is required by Section 11 of the proposed agreement. The County is not expected to incur any additional debt related to the proposed agreement.

Legal Liability
Legal counsel for Friends confirmed that there are no outstanding legal issues.

Financial Reporting Systems
The treasurer of Friends is responsible for bookkeeping and reporting. The treasurer is a certified CPA.

Right-To-Audit Provisions
Section 19 of the proposed agreement states that the County may audit Friends' records pursuant to MCGO 56.30(6)(e).

Project Feasibility
No feasibility study was conducted.

Governance Structure and Procedures / Tax Consequences
Friends are incorporated in the State of Wisconsin as a Nonstock Corporation and certified by the Internal Revenue Service as a tax exempt organization under Section 501(c)(3) of the Internal Revenue Code.

Employee/Labor Relations Impacts
Friends are not involved in any labor contracts. Parks will likely need to devote staff time to ensuring that the County is fulfilling the terms of the agreement. A need for additional County staff is not anticipated.

Environmental Concerns
Friends retained an engineering firm to survey the proposed site. No potential environmental concerns were identified.

Capital Management/Maintenance
Friends are responsible for all costs of construction, maintenance, and maintenance of the rink. Prior to any construction activities, Friends must demonstrate they have secured a line of credit sufficient to cover 100% of the costs of the project. Additionally, they must keep an endowment fund up at least $5,000. Any disbursement from the fund over $500 requires the joint approval of the Friends and the Parks Director. County is responsible for maintenance of the shelter.

Conflict of Interest/Ethics
Friends state they are aware of the Milwaukee County Ethics Code and to their knowledge no potential conflicts of interest exist.

Org Chart / Mission Statement
Friends provided an organizational chart. Their mission statement is:

"Our mission is to keep Hales Corners Park & Pool open and operating and to continue to develop a recreational environment for residents in the Village and surrounding communities to enjoy."

Name of Bank to Determine Single or Combined Reporting
Friends maintain financial accounts at TriCity National Bank, 5555 S. 108th. St., Hales Corners, WI 53130.

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

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

cc: Chris Abele, County Executive
Supervisor Gerry Broderick, Chair, Committee on Parks, Recreation, & Culture
Raisa Koltun, Chief of Staff, County Executive's Office
Kelly Bablitch, Chief of Staff, County Board of Supervisors
John Dargle, Director, Parks, Recreation & Culture
Laura Schloesser, Chief of Admin & External Affairs, Parks, Recreation, & Culture
Suzanne Carter, Contracts Services Officer, Parks, Recreation, & Culture
Don Tyler, Director, Department of Administrative Services
Jessica Janz-McKnight, Office of the Comptroller
Stephen Cady, Office of the Comptroller

MILWAUKEE COUNTY
PARKS

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

Date: August 25, 2014

To: Chairwoman Marina Dimitrijevic, County Board of Supervisors

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

Subject: **Development and Management Agreement for Hales Corners Park – ACTION**

POLICY

The Department of Parks, Recreation and Culture (DPRC) is seeking authorization to enter into a development and management agreement with the Friends of Hales Corners Park & Pool for improvements to Hales Corners Park.

BACKGROUND

The Friends of Hales Corners Park & Pool (Friends) formed in 2002 to support the operation of the outdoor swimming pool in the park. Since that time, the Friends have raised funds and advocated for the pool and have engaged in numerous other projects to enhance the park and pool, including furniture and amenities purchases, plantings, and park clean-ups. In 2013, the Friends installed a small temporary ice rink in the park, to great community support and participation.

With additional fundraising, the Friends have committed to the development and finalization of a concept plan that includes an outdoor ice skating center. The center will feature a year-round open-air picnic shelter with restrooms and a concession area, pathways, and lighting, and a temporary, seasonal 20,000 square foot ice skating rink. The Friends wish to name the ice skating center the Alyson Dudek International Ice Center, in honor of Alyson Dudek, a Hales Corners native and Olympic bronze medalist in short-track speedskating. The Friends are also proposing naming rights for certain improvements to recognize major donors.

DPRC and the Friends hosted a public information meeting on April 14, 2014 regarding the proposed improvements and attendees overwhelmingly supported the project.

The total project cost is estimated at $225,000. The proposed development agreement has a 10-year term with one 5-year renewal term, and the Friends have agreed to raise all funds needed for the concept plan to be realized within twenty-four (24) months of

ADDRESS
9480 Watertown Plank Road
Wauwatosa, WI 53226-3560

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

EMAIL
parks@milwcnty.com

WEBSITE
countyparks.com

the effective date of the agreement. Milwaukee County Parks retains the right for review and approval of the final concept plan and budget.

RECOMMENDATION

The Parks Director respectfully recommends that the County Board of Supervisors and County Executive approve the development and management agreement with the Friends of Hales Corners Park & Pool.

Prepared by: Suzanne Carter, Contract Services Officer

Recommended by:	**Approved by:**
Laura Schloesser, Chief of Administration and External Affairs	John Dargle, Jr., Parks Director

Attachment A – Draft Development and Management Agreement
Attachment B – Premises Map
Attachment C – Concept Plan
Attachment D – Budget

copy: County Executive Chris Abele
Raisa Koltun, Chief of Staff, County Executive's Office
Kelly Bablitch, Chief of Staff, County Board
Sup. Gerry Broderick, Chair, Parks, Energy & Environment Committee
Sup. Kalif Rainey, Vice-Chair, Parks, Energy & Environment Committee
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
Sup. Steve Taylor, County Supervisor, District 9
Erica Horton, 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
Steve Cady, Research Services Director, Office of the Comptroller
Donald Schwartz, President, Friends of Hales Corners Park & Pool

File No. 14-
(Journal,)

(ITEM NO.) From the Director, Department of Parks, Recreation and Culture (DPRC) requesting authorization to execute a Development and Management Agreement between the DPRC and the Friends of Hales Corners Park & Pool (Friends) allowing the Friends to fundraise for, make improvements to, manage, and issue naming rights to certain amenities in Hales Corners Park.

A RESOLUTION

WHEREAS, the Friends formed in 2002, and since that time, they have raised funds and advocated for the Hales Corners Park pool and have engaged in numerous other projects to enhance the park and pool, including installation of a small temporary ice skating rink, planting projects, purchases of equipment and furniture, and park clean-ups; and

WHEREAS, with additional fundraising and the finalization of a concept plan, the Friends are committed to the development of an outdoor ice skating center, including a year-round open-air picnic shelter with restrooms and concession area, pathways, and lighting, and a seasonal temporary 20,000 square foot ice skating rink; and

WHEREAS, the Friends will manage the operations of and be responsible for all maintenance of the rink, including the restoration of the turf when the rink is removed each year, while DPRC will manage the operations and be responsible for all maintenance of the shelter; and

WHEREAS, the Friends will pay all utilities for the ice center (including the shelter) during the ice skating season; and

WHEREAS, the Friends wish to name the outdoor ice skating center the Alyson Dudek International Ice Center in honor of Alyson Dudek, a Hales Corners native and Olympic bronze medalist in short-track speedskating; and

WHEREAS, the Friends wish to name the ice skating rink the Reiman Rink and the Friends wish to name the picnic shelter the Holz Family Shelter, in honor of donations the Friends received from the Reiman Foundation and the Jerome J. and Dorothy H. Holz Family Foundation, respectively; and

WHEREAS, the term of this Agreement is ten (10) years, with one (1) five (5)-year renewal term; and

WHEREAS, the Friends agree to raise all funds needed to realize the concept plan within twenty-four (24) months of the effective date of the Agreement.

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

authorizes and directs the Parks Director to negotiate and execute the Development and Management Agreement between the Milwaukee County Department of Parks, Recreation and Culture and the Friends of Hales Corners Park & Pool.

MILWAUKEE COUNTY FISCAL NOTE FORM

DATE: August 25, 2014

Original Fiscal Note ☒

Substitute Fiscal Note ☐

SUBJECT: The Department of Parks, Recreation and Culture (DPRC) is seeking authorization to enter into a development and management agreement with the Friends of Hales Corners Park & Pool for improvements to Hales Corners Park.

FISCAL EFFECT:

☒ No Direct County Fiscal Impact

☒ Existing Staff Time Required

☐ Increase Operating Expenditures
(If checked, check one of two boxes below)

☐ Absorbed Within Agency's Budget

☐ Not Absorbed Within Agency's Budget

☐ Decrease Operating Expenditures

☐ Increase Operating Revenues

☐ Decrease Operating Revenues

☐ Increase Capital Expenditures

☐ Decrease Capital Expenditures

☐ Increase Capital Revenues

☐ Decrease Capital Revenues

☐ 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. The Department of Parks, Recreation and Culture (DPRC) is seeking authorization to enter into a development and management agreement with the Friends of Hales Corners Park & Pool for improvements to Hales Corners Park.
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.

DEVELOPMENT AND MANAGEMENT AGREEMENT
BETWEEN
MILWAUKEE COUNTY DEPARTMENT OF PARKS, RECREATION AND CULTURE
AND
FRIENDS OF HALES CORNERS PARK & POOL

This Development and Management Agreement (this "Agreement") is made and entered into effective _____, 2014 (the "Effective Date"), by and between the MILWAUKEE COUNTY DEPARTMENT OF PARKS, RECREATION AND CULTURE (the "County"), 9480 Watertown Plank Rd., Wauwatosa, WI 53226, and the FRIENDS OF HALES CORNERS PARK & POOL (the "Friends"), 4811 S. 121st St., Hales Corners, WI 53130, as represented by: Donald Schwartz, (414) 529-4821. Referenced together, the County and the Friends are the parties (the "Parties") to this Agreement.

WITNESSETH:

WHEREAS, the Friends are a 501(c)(3) organization dedicated to supporting and enhancing Hales Corners Park, 5675 S. New Berlin Rd., Hales Corners, WI 53130 (the "Park"); and

WHEREAS, the Friends wish to construct, maintain and manage an outdoor ice skating center in the Park and a year-round shelter in the Park; and

WHEREAS, the Friends wish to name the outdoor ice skating center the Alyson Dudek International Ice Center and the Friends wish to name the year-round shelter the Holz Family Shelter; and

WHEREAS, the County wishes to support the Friends in the construction, naming and subsequent operation of the rink and the shelter; and

WHEREAS, the Milwaukee County Board of Supervisors, by virtue of adopting Resolution _____ on _____, 2014, has authorized the Director of the Department of Parks, Recreation and Culture to enter into this agreement with the Friends for and on behalf of Milwaukee County.

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

1. Permitted Use of the Premises.

a) The Friends shall use an outdoor ice rink of 100′ by 200′ or less within the ice skating center (the "Rink") located on the premises specified on Exhibit A (the "Rink Premises") as an outdoor skating rink for Park visitors.

b) The Friends shall use the covered shelter (the "Shelter") located on the premises specified on Exhibit A (the "Shelter Premises") as a year-round gathering area for Park visitors and to expand its community programming opportunities in Hales Corners.

c) The Rink Premises and the Shelter Premises shall be referred to collectively as the "Premises."

d) The County shall operate the facility rental program pertaining to the Shelter and retain all rental revenue.

e) The Friends are permitted to implement a facility rental program at the Rink to defray the Friends' cost in operating the Rink, allowing the public and community groups to rent the Rink according to the Friends' policies and pricing; provided the Friends' rental program preserves public access to the Rink and is pre-approved in writing by the Parks Director. The Friends understand that the Rink is a public facility and that it is the County's desire that the Rink be used in a manner that benefits the community. To that end, the Friends shall not discriminate against any member of the public or any community group with regard to the Friends' occupancy, use and management of the Rink, including without limitation, any person who may wish to participate in the programs or events sponsored by the Friends, or rent the Rink according to the terms and conditions of the Friends' rental program.

f) The Friends shall be permitted to sell food and beverages, rent ice skates and related equipment, and sell and rent other items related to their recreational and community mission within the Premises; provided, however, that the Friends shall provide County with a list and pricing information for the products it intends to rent and sell to the public for approval. The Parks Director or his designee maintains the right to prohibit the sale or rental of any item that he deems to be inappropriate or otherwise within the Milwaukee County Parks System. The Friends agree to comply with the County's prohibitions including the sale of gum and beverages in glass bottles and to operate subject to the Milwaukee County Parks System's exclusive non-alcoholic beverage contract. The Friends shall retain all revenue associated with the sale and rental of any items on the Premises.

g) All special events to be held on the Premises require the written permission of the County and the Friends shall obtain and pay for a Special Event Permit at the standard County fee in effect at the time of the Special Event from all governmental authorities having jurisdiction over the Premises. The Friends shall retain all revenue associated with any Special Event held on the Premises.

h) The Parties recognize that the Park is a public park and that public use of the Premises is mutually desirable. The Friends shall provide for use of the Premises by non-members of the Friends. The Premises shall remain open and available to the public on a daily basis. The Friends shall permit the County and its employees and authorized agents to enter the Premises at all reasonable times.

2. Use of the Premises for Rink; Equipment. The Friends shall maintain, at their own expense, the Rink. The Friends shall have the exclusive right to construct, install and equip the Rink. Except as otherwise provided herein, the Friends shall take responsibility for managing, operating and maintaining the Rink. The Parties agree that the Friends accept use of the Rink Premises subject to all existing easements or restrictions on the Rink Premises and surrounding area, and the Friends shall obtain any and all approvals necessary for its use as contemplated by this Agreement. County is not responsible for any required approvals relating to the Friends' permitted uses, without limitation. All tools, supplies and equipment necessary to operate the Rink (the "Equipment") shall be provided by the Friends. The Equipment may include, but is not limited to, ice maintenance tools; Zamboni or other ice resurfacer; skate mats and/or rubber flooring; refrigeration system, pump and transmission piping; refrigerant cooling liquid and/or other chemicals; amps and transformers as required for power; and rental skates and related sports equipment, if desired. The Friends represent and warrant that the Equipment at all times shall be in good working order and shall operate and perform for its intended purpose.

3. Use of the Premises for Shelter. The Friends shall construct, install and equip the Shelter. The Parties agree that the Friends accept use of the Shelter Premises subject to all existing easements or restrictions on the Shelter Premises and surrounding area, and the Friends shall obtain any and all approvals necessary for its use as contemplated by this Agreement. County is not responsible for any required approvals relating to the Friends' permitted uses, without limitation.

4. Term. This Agreement shall commence on the Effective Date and expire ten (10) years thereafter (such period, the "Initial Term") provided, however, that the Parties may mutually agree to extend the term for one (1) additional five (5)-year period (the "Extended Term"). The Initial Term and any Extended Term then in effect shall be collectively referred to herein as the "Term."

5. Concept Plan and Budget. The parties hereby approve the Concept Plan for the Rink and the Shelter in the form attached hereto as Exhibit B (the "Concept Plan"). Also attached hereto as Exhibit C is a budget (the "Budget"), which the parties agree is a reasonable estimate of the cost to improve the Park in accordance with the Concept Plan. The County agrees to use reasonable efforts to assist the Friends in its efforts to implement the Concept Plan. Using reasonable efforts shall not impose on the County any obligation to budget or pay for the improvements to the Park, but may require County staff time and advisory support. The County shall not be responsible for securing any required approvals, zoning changes, building permits or other required authorizations from regulatory or governmental agencies, but the County agrees to assist the Friends in obtaining rezoning, licenses, permits or approvals, at the Friends' sole cost and expense.

6. Fundraising. The Friends hereby agree to use their reasonable efforts to raise the amount of the Budget. The Friends shall use reasonable efforts to raise such funds by, among other things, seeking lead donors for the Shelter and Rink from corporations, private foundations and individuals. The County agrees that it will reasonably cooperate with the Friends in its private

fundraising efforts by, among other things, assisting and/or joining in the Friends' grant requests and other fundraising efforts and making such grant and appropriation requests as the parties mutually deem appropriate. The County agrees that any funds it raises for the Shelter and the Rink shall be segregated from the County's general accounts and shall be used solely for the Shelter and/or the Rink. The parties shall perform an annual review of their progress toward fundraising goals. The County and the Friends shall agree on a Final Budget based on the funds actually received (the "Final Budget"). Prior to the approval of the Final Budget, the County acknowledges and agrees that the Friends may spend a portion of the funds it raises to cover its budgeted soft costs, as set forth in the Budget.

7. Final Plan. Once the Final Budget has been approved, based on the funds actually received by the Friends, the Friends, in partnership with the community, shall revise the Concept Plan to accommodate the Final Budget. The County acknowledges and agrees that the Friends, in partnership with the community, shall have primary responsibility for the oversight, direction and development of the Final Plan (as hereinafter defined) for the Shelter and the Rink, subject to the County's reasonable review and approval. The Parties agree that all fundraising for the Concept Plan shall be completed within twenty-four (24) months of the Effective Date (the "Fundraising Deadline"). In the event the Friends have not raised the total amount necessitated by the Revised Budget by the Fundraising Deadline, they agree to scale back the Concept Plan to accommodate the funds actually received. The Budget and the parties' fundraising goals are intended as goals only and are not commitments by either party to fund the Budget. Therefore, neither the Friends nor the County shall be held in breach of this Agreement if they are unable to reach their fundraising goals by the Fundraising Deadline. The Parties hereby acknowledge and agree that, in the event the fundraising has fallen substantially short of the Friends' goals and/or the County's goals by the Fundraising Deadline, the Final Plan may include only limited or specific elements of the Concept Plan. Once the Friends have revised the Concept Plan to accommodate the funds actually available for the Shelter and the Rink by the Fundraising Deadline, the Friends shall submit the revised plans (the "Final Plan") for the approval of the Parks Director and the Architecture and Engineering Section of the Milwaukee County Department of Administrative Services. Submittals shall include, but not limited to, shop drawings containing product information and materials and products shall be approved by County. If the funds actually available for the Shelter and the Rink are insufficient to substantially accomplish the objectives of the Final Plan then and in that event either party may terminate this Agreement by the delivery of a written notice thereof to the other party.

8. Construction.

a) Prerequisites. The Friends' plans to renovate, improve and alter the Premises, including the construction of the Rink and the Shelter, are contingent upon the Friends obtaining an amount of not less than one hundred percent (100%) of the estimated cost of the construction and renovation to the Premises. All costs associated with the construction and

renovation of the Premises, including disconnection and/or hookup of Utilities in conjunction with such construction or renovation, shall be the responsibility of the Friends.

b) Construction of the Rink and Shelter. Construction of the Rink and the Shelter shall be completed substantially in conformity with the Final Plans and Final Budget. The Final Plans may be modified from time to time during the course of construction with the written consent of the County, which consent shall not be unreasonably withheld, conditioned or delayed. The County shall have ten (10) business days to respond to any modifications submitted to it in writing. County may request and the Friends shall not unreasonably refuse an extension of time within which to respond, if the need therefor is demonstrated by County. In the event that the County's approval is required, the Friends shall not institute such modification until receiving such approval from the County. Absent inclement weather, acts of God, casualty, or labor or material shortages, the Friends agrees to commence construction within six (6) months after the Final Plans have been approved and diligently prosecute construction to completion within eighteen (18) months after the Final Budget has been approved. In the event that the Friends cease construction for sixty (60) consecutive days, such event shall be deemed a "Construction Stoppage," which will constitute a default under this Agreement, unless such Construction Stoppage is due to inclement weather, acts of God, casualty, or material or labor shortages.

c) County Approval. Prior to the start of any construction or renovation of the Premises, including any subsequent alterations or renovations, the Friends shall submit detailed construction plans and specifications to the County and to the Architecture and Engineering Section of the Milwaukee County Department of Administrative Services, together with the name of the Friends' proposed contractor(s), for review and approval. Submittals shall include, but not limited to, shop drawings containing product information and materials and products shall be approved by County. The Friends shall reimburse County for the cost of a Milwaukee County Project Manager (including salary and benefits) during the construction phases of the project, including any subsequent construction, alterations or improvements; provided, however, that such cost shall not exceed Five Thousand Dollars ($5000). Conditions for approval shall include, but not be limited to provision that the Friends shall obtain and comply with, prior to commencing any alterations, additions and improvements, all necessary permits and licenses from the appropriate governmental authorities.

d) Construction Standards. All development and landscaping shall be completed in a first-class manner and consistent with the standards established for other work in Milwaukee County Parks. Any and all alterations, additions and improvements shall be made in compliance with all statutes, laws, ordinances, rules, and regulations of any governmental authority having jurisdiction over the Premises. The Friends shall also indemnify and hold County harmless from and against all statutory liens or claims of liens of any contractor, subcontractor, laborer or any other party which may arise in connection with any alteration, addition or improvement to the Premises undertaken by or on behalf of the Friends. Any structures, alterations, additions or improvements installed on the Premises by the Friends (including generic signage permanently

affixed to the Premises) shall become the property of County upon the expiration or termination of this Agreement. In no event shall the Friends make any alterations or additions to the Premises without the prior written consent of County, except in the event of an emergency, when such consent shall not be required, provided that notice shall be given as soon as reasonably possible thereafter. Routine instances of maintenance, painting, repair and like-kind replacement of materials needing repair or replacement do not constitute alterations or additions requiring such approval, providing they do not individually exceed Five Thousand Dollars ($5000) in cost per year.

e) Builder's Risk. The Friends or their general contractor shall provide Builder's Risk insurance coverage on a completed value form insuring for special perils, with Milwaukee County as additional insured and loss payee on the insurance certificate. Coverage is during construction period and is intended to terminate when the work has been completed and the Premises are ready for occupancy. Prior to construction, the Friends shall supply the Parks Director with written evidence of Builder's Risk insurance. The Friends shall not commence construction activities without written approval from the Parks Director and his/her designee. The Parks Director shall provide a written response to the Friends within thirty (30) days of receiving written evidence of the Friends' Builder's Risk insurance documents.

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

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

h) Construction Documents. The Friends agree that within sixty (60) days after the conclusion of each construction project, renovation or improvement project, the Friends shall provide to County a complete set of construction documents to be included as a minimum: (i) as-

built drawings; (ii) a copy of all work orders and change orders; (iii) a copy of all lien-waivers; (iv) operation manuals or cut sheet drawings of any mechanical fixtures or equipment which was installed; (v) manufacturer's warranties or extended warranties; (vi) a copy of all construction permits and signed drawings; (vii) Village of Hales Corners final occupancy permits, if applicable.

10. Utilities. Water, sewer and electricity at the Premises ("Utilities") shall be separately metered for the Premises. The Friends shall pay all Utilities for the Premises during the ice season. The County shall invoice the Friends for their Utilities usage on a quarterly basis during the ice season. Invoices are due within thirty (30) days of receipt. Any costs related to the metering, installation, service, and maintenance of Utilities at the Premises shall be the sole responsibility of the friends.

11. Snow and Ice Removal. The Friends shall work cooperatively with the County to facilitate snow and ice removal surrounding and within the Premises for the Park.

12. Condition of the Premises. The County makes no representation or warranty that, as of the Effective Date of this Agreement, all parts of the Premises: (a) meet and comply with all federal, state, and local laws, ordinances and regulations; and (b) are in workable and sanitary order and state of repair. The Friends acknowledge that they have been made aware by the County that the Premises are offered on an "as-is" basis and may or may not prove to be suitable for all purposes contemplated by the Friends, either now or in the future. The Friends further acknowledge that they have freely inspected the Premises and are aware of their general overall condition.

13. Compliance with Laws. The Friends shall, at the Friends' expense, promptly comply with all laws, rules, and regulations made by any governmental authority having jurisdiction over the Friends' use of the Premises pertaining to: (a) accessibility, ensuring that the Premises and environs are fully accessible pursuant to the American with Disabilities Act of 1990 and the Architectural Barriers Act of 1968 and such accessibility is approved by the Milwaukee County Office of Persons with Disabilities; and (b) the Friends' activities on the Premises. The Friends shall procure, maintain, and pay the fees for any appropriate federal, state, and local licenses and permits required for its activities.

14. Maintenance.

a) Maintenance of Rink Premises. Except as otherwise provided herein, the Friends shall be responsible for all costs related to their activities within the Rink Premises, which includes, but is not limited to, complete care and maintenance of the Rink Premises and the repair of any extraordinary or non-routine damage to the grounds resulting from use, maintenance, or non-maintenance of the Rink Premises by the Friends or any of their members, agents or guests. More specifically, the Friends shall maintain in good order and make minor and major repairs to all electrical and lighting (including replacement of light bulbs), signage and structural components of the Rink Premises.

b) Maintenance of Shelter Premises. Except as otherwise provided herein, the County shall maintain in good order and make all major and minor repairs to all plumbing, electrical and lighting (including replacement of light bulbs), signage, and structural components of the Shelter, except to the extent that such repairs are required due to the negligence or misconduct of the Friends, their agents or guests, in which case the Friends shall be responsible to make such repairs. The County shall further provide for the cleaning of all restrooms and all janitorial maintenance of the Shelter Premises.

c) Endowment Fund. The Friends shall establish an endowment fund (the "Fund") for the maintenance of the Rink Premises, which shall be maintained at Five Thousand Dollars ($5000.00) from six (6) months of the Effective Date. If at any time the Fund total is less than Five Thousand Dollars ($5000.00), the Friends shall take steps to ensure that the Fund is restored to the Five Thousand Dollar ($5000.00) threshold as quickly as practicable, but in any event, within six (6) months. All payments and disbursements of the Fund greater than Five Hundred Dollars ($500.00) shall require the joint approval of the Parks Director or his designee and the Friends. The Friends shall provide the County with an annual report relating to Fund activities, including funds received, monies spent, and any long-term obligations. In the event of the Friends' dissolution, the Fund's assets shall be disposed of pursuant to applicable law, with due consideration for the County's views as they may be stated in writing to the Friends at the time of dissolution.

d) Timeliness of Repairs. The Friends shall perform their repair obligations promptly after learning of the need for same, but in any event within thirty (30) days after written notice provided by the County. If the Friends fail to perform repairs for which they are obligated within thirty (30) days after the County's notice, the County shall have the right to perform the repair with its own staff or contract with a private company to perform it, and charge all reasonable costs directly associated with performing the repair to the Friends (including salary and benefits if done with County staff). Likewise, the County shall perform its repair obligations promptly after learning of the need for same, but in any event within thirty (30) days after written notice provided by the Friends. If the County fails to perform repairs for which it is obligated within thirty (30) days after the Friends' notice, the Friends shall have the right to contract with a private company to perform repairs, and charge all reasonable costs directly associated with performing the repairs to the County.

e) Collection and Removal of Trash. The Friends shall be responsible for the collection and placement of all trash, litter and garbage associated with their use and improvement of the Premises into containers provided by the County. The County shall provide for the hauling and disposal of all trash that is properly placed in the County's containers. The Friends agree to comply with current County recycling efforts and procedures including future modifications or updates. All garbage collection and removal shall be to the satisfaction of the County.

f) Restoration. The Parties shall together participate in a pre-season and post-season inspection of the Rink Premises, including the turf. The Friends shall provide an annual

restoration plan satisfactory to the Director or his designee. The Friends' annual goal shall be to leave the turf in an improved environmental state over the previous year. Accordingly, the plan shall outline any methods for environmental management, including invasive species control and removal. Further, the plan shall outline the Friends' responsibility for remediating any physical damage to the Premises caused by the Friends, their agents, representatives, and guests. Within five (5) days of the discovery of any such damage, the Premises shall be restored to the satisfaction of the Parks Director or his designee. If damage is not restored by the Friends after five (5) days of the discovery and the County elects to restore such damage, then the County shall have the right to restore the damage with its own staff or contract with a private company to restore the damage, and charge all reasonable costs directly associated with performing the restoration work, to the Friends (including salary and benefits if done with the County's own staff).

15. Liability on the Premises.

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

b) Friends Responsibility. To the fullest extent permitted by law, the Friends agree to be financially responsible for all losses or expenses, taxable costs and taxable attorney's fees: (i) incurred by reason of liability for damages, including suits in law or equity, caused by any wrongful, intentional or negligent acts or omissions by the Friends or their agents, which arise out of or in connection with the Premises; and (ii) any injury to persons or property which arises out of the use of the Rink Premises, except to the extent that such injury is caused by the negligence or misconduct of the County. The Friends understand and agree that (iii) financial responsibility for such claims or damages arising from the Premises, to any person or to the Friends' agents, shall rest with the Friends, and (iv) in accordance with applicable laws, the Friends shall be responsible for defending and paying any judgments on behalf of their directors, officers and agents for claims that may arise out of the Friends' negligence for acts, policies, or directives that affect the Premises.

16. Cleanliness of Surrounding Areas. The Friends shall be responsible for maintaining all equipment (including the Equipment), structures, and surroundings in a state of cleanliness and repair to prevent injuries to the public. The Friends agree not to store or accumulate unused or excess materials, supplies, or equipment which may create a hazard to the public or result in unsightly surroundings.

17. Signage and Naming Rights.

a) All proposed banners, signage and advertising on or within the Premises, temporary or portable structures, must be pre-approved in writing by the Parks Director or his designee.

b) The Friends shall name the Rink the Alyson Dudek International Ice Center, subject to the prior authorization of the Milwaukee County Board of Supervisors.

c) The Friends shall name the ice skating rink contained within the Alyson Dudek International Center the Reiman Rink, subject to the prior authorization of the Milwaukee County Board of Supervisors. The Friends are not permitted to place any writing on the ice skating rink.

d) The Friends shall name the Shelter the Holz Family Shelter, subject to the prior authorization of the Milwaukee County Board of Supervisors.

e) Except as otherwise provided herein, the Friends shall not sell, advertise, promise, allow, or issue naming rights to any portion of the Premises without the prior written authorization of the Milwaukee County Board of Supervisors.

18. Marketing. The Friends are responsible for all marketing and advertising to promote their activities. The Friends shall acknowledge the County and include the County Parks Department logo in all promotional material generated and controlled by the Friends regarding their use of the Premises, including any website or social media regarding the Rink or the Shelter. The Friends shall not issue any press releases regarding the Rink, the Shelter, or the Premises without prior written authorization by the Parks Director or his designee. The Friends shall notify the Parks Department's Marketing Manager or his designee as soon as they are aware of any television, radio, print, electronic or other media interviews or reports to be prepared regarding, at or concerning the Premises.

19. Permits. The County has no responsibility to secure for or on behalf of the Friends any permits or authorizations that are needed by the Friends for the Premises unless (and only to the extent that) the County is the agency that issues such permits.

20. Removal of Equipment and Supplies. Upon expiration or termination of this Agreement for any reason or no reason, the Friends shall remove, at their costs, all of their supplies, displays, and related items from the Premises within twenty (20) days of the expiration or termination date, and shall restore the Premises to its prior condition (subject to any improvements made by the Friends), satisfactory to the Parks Director or his designee. Damage caused to the Premises by any removal of personal property or improvements to the Premises will be repaired by the Friends. If for any reason the Friends do not comply in a timely manner with their obligations under this paragraph, then the County may make such repairs or remove, dispose of, or retain such property as the County sees fit. It is mutually agreed that the County may recover from the Friends any and all reasonable costs, as determined by the County, related to this Section. The Friends agree to surrender the Premises in broom-clean condition, subject to ordinary wear and tear and casualty.

21. Interest. Unless waived by County Board of Supervisors, the Friends shall be responsible for payment of interest on amounts not remitted in accordance with this Agreement.

The rate of interest shall be the statutory rate in effect for delinquent County property taxes (one-percent (1%) per month or fraction of a month) as described in Wisconsin statutes section 74.47(1). The obligation for payment and calculation thereof shall commence upon the day following the due dates established herein. The reference to delinquent County property taxes herein shall not indicate that the Friends are obligated to pay property taxes on the Premises.

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

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

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

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

23. Insurance. The County assumes no responsibility for any loss or damage to the Friends' personal property while in use or stored at or on the Premises. The Friends shall maintain comprehensive liability insurance as required below. The Friends shall provide the County with evidence of said coverages in the following minimum amounts.

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

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

Coverages shall be placed with an insurance company approved by the State of Wisconsin and rated "A" per Best's Key Rating Guide.

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

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

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

25. Environmental Indemnification. The Friends shall, to the fullest extent provided for under any environmental laws, rules and regulations, be responsible for any required repair, cleanup, remediation or detoxification arising out of: (a) any Hazardous Materials brought onto or introduced into the Premises or surrounding areas by the Friends or their agents and/or (b) Hazardous Materials whose presence pre-exists the commencement of Friends' construction activities, located in the Park, that are discovered or disturbed as a result of Friends' construction activities on, at or near the Park. The Friends hereby agree to indemnify, defend and hold County harmless from and against any and all liabilities, costs, expenses (including taxable costs and taxable attorneys fees), damages (including but not limited to clean-up, remediation or detoxification of) or any other losses caused by its introduction of any such Hazardous Materials into or onto the Premises and any Hazardous Materials brought onto or introduced into the Premises as described herein. "Hazardous Materials" as the term is used herein shall mean any substance: (a) the presence of which requires investigation or remediation under any Federal, State or local statute, regulation, ordinance, order, action or policy; or (b) which is or becomes defined as a "hazardous waste" or "hazardous substance" under any Federal, State or local statute, regulation, ordinance, or amendments thereto. Notwithstanding the foregoing, the Friends shall not be liable for, and shall have no obligations for (including but not limited to the indemnification, repair, clean-up, remediation, or detoxification of) any Hazardous Materials brought onsite by the County or any third parties, other than the Friends' contractors, subcontractors, agents or guests.

26. Assignment and Subletting. The Friends may not assign this Agreement, in whole or in part, or sublease any part of the Premises without the prior written approval of the Parks Director or his designee.

27. Termination. County may terminate this Agreement: (a) if the Friends fail to comply with any provision in this Agreement, and such failure continues for thirty (30) days after a written notice from County setting forth in reasonable detail the nature of such default; or (b) if the Friends cease to do business as a going concern, cease to pay their debts as they become due, or admit in writing that they are unable to pay their debts as they become due, or become subject to any proceeding under any federal or state bankruptcy law, or a custodian or trustee is appointed to take possession of, or an attachment, execution or other judicial seizure is made with respect to, substantially all of the Friends' assets or the Friends' interests in this Agreement; or (c) in the event that County, upon twelve (12) months' prior written notice to the Friends, elects to close the Rink or the Shelter or otherwise repurpose the Rink or the Shelter from its use during the Term. If County terminates the Agreement pursuant to Subsection (c), County agrees to buy out the Friends' documented capital expenditure investment in the Premises during the Term on a straight-line depreciation over ten (10) years. No buy-out by the County shall include any investment the Friends have made in equipment.

28. Partnership. Nothing contained in this Agreement shall constitute or be construed to create a partnership or joint venture between County or its successors or assigns and the Friends

or their successors or assigns. This Agreement does not create the relationship of principal and agent.

29. Due Diligence. This Agreement and the obligations of County and the Friends hereunder are contingent upon the Friends successfully meeting the Milwaukee County "Due Diligence" requirements (see attached, as Exhibit D).

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

To the Friends:	To County:
Friends of Hales Corners Park and Pool	Milwaukee County Parks Department
Donald Schwartz, President	John Dargle, Jr., Director
5811 S. 121st St.	9480 Watertown Plank Rd.
Hales Corners, WI 53130	Wauwatosa, WI 53226

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

Signature page follows

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

Friends of Hales Corners Park and Pool

By: _____ Date: _____
Donald Schwartz, President

Milwaukee County Dept. of Parks, Recreation & Culture

By: _____ Date: _____
John Dargle, Jr., Director

Approved as compliant under Sec. 59.42(2)(b)5, Stats.:

By: _____ Date: _____
Corporation Counsel

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

By: _____ Date: _____
Corporation Counsel

By: _____ Date: _____
Risk Management

EXHIBIT A

RINK AND SHELTER PREMISES

(Attached.)

EXHIBIT B

CONCEPT PLAN

(Attached.)

EXHIBIT C

BUDGET

(Attached.)

EXHIBIT D

MILWAUKEE COUNTY DUE DILIGENCE REQUIREMENTS

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

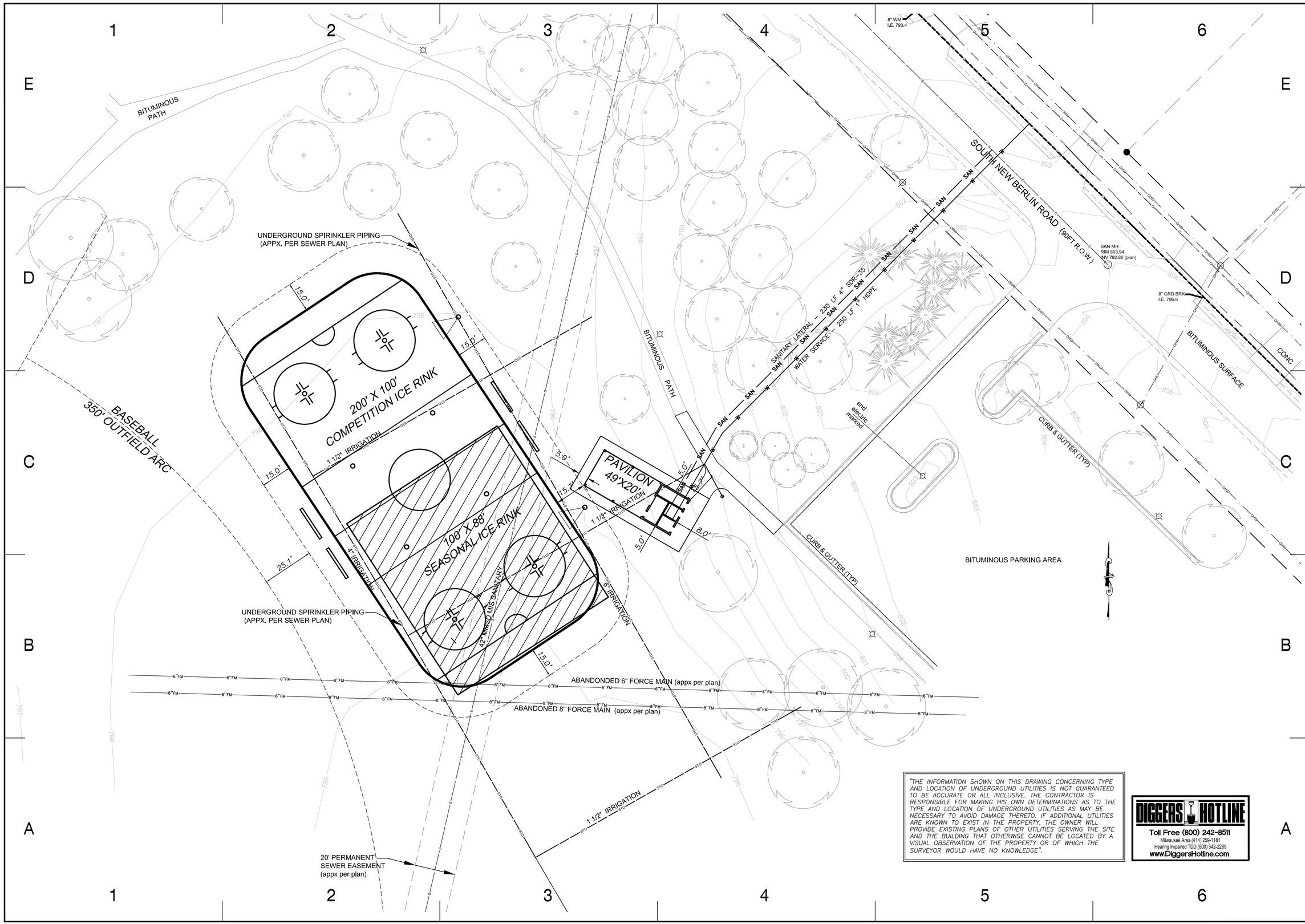
ORIG ISSUE DATE SECTION TITLE SECTION NO. 09-28-O 1

Due Diligence 7.92

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

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

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



"THE INFORMATION SHOWN ON THIS DRAWING CONCERNING TYPE AND LOCATION OF UNDERGROUND UTILITIES IS NOT GUARANTEED TO BE ACCURATE OR ALL INCLUSIVE. THE CONTRACTOR IS RESPONSIBLE FOR MAKING HIS OWN DETERMINATIONS AS TO THE TYPE AND LOCATION OF UNDERGROUND UTILITIES AS MAY BE NECESSARY TO AVOID DAMAGE THERETO. IF ADDITIONAL UTILITIES ARE KNOWN TO EXIST IN THE PROPERTY, THE OWNER WILL PROVIDE EXISTING PLANS OF OTHER UTILITIES SERVING THE SITE AND THE BUILDING THAT OTHERWISE CANNOT BE LOCATED BY A VISUAL OBSERVATION OF THE PROPERTY OR OF WHICH THE SURVEYOR WOULD HAVE NO KNOWLEDGE".

DIGGERS HOTLINE
Toll Free (800) 242-8511
Milwaukee Area (414) 259-1181
Hearing Impaired TDD (800) 542-2289
www.DiggersHotline.com

NO	REVISION DESCRIPTION	DATE

One Source Consulting
Construction Minded | Value Sensitive | Civil Engineers
19435 W. CPITOL DRIVE
SUITE L05
BROOKFIELD, WI 53005
(262) 781-9005
(262) 781-9006 (FAX)
www.onesourceconsult.com

PROJECT
ALYSON DUDEK INTERNATIONAL ICE CENTER
NEW BERLIN ROAD
HALES CORNERS, WI

CLIENT
FRIENDS OF HALES CORNERS PARK & POOL
5811 S 121ST ST
HALES CORNERS , WI 53130

Seal

SHEET TITLE
SITE LAYOUT & UTILITY PLAN

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Drawing Scale:	1"=20'
Drawn:	CTD/HAM 07/30/14
Checked:	
OSC Project No:	309-11
Sheet No.	C-1

Jul 30, 2014 - 7:10pm
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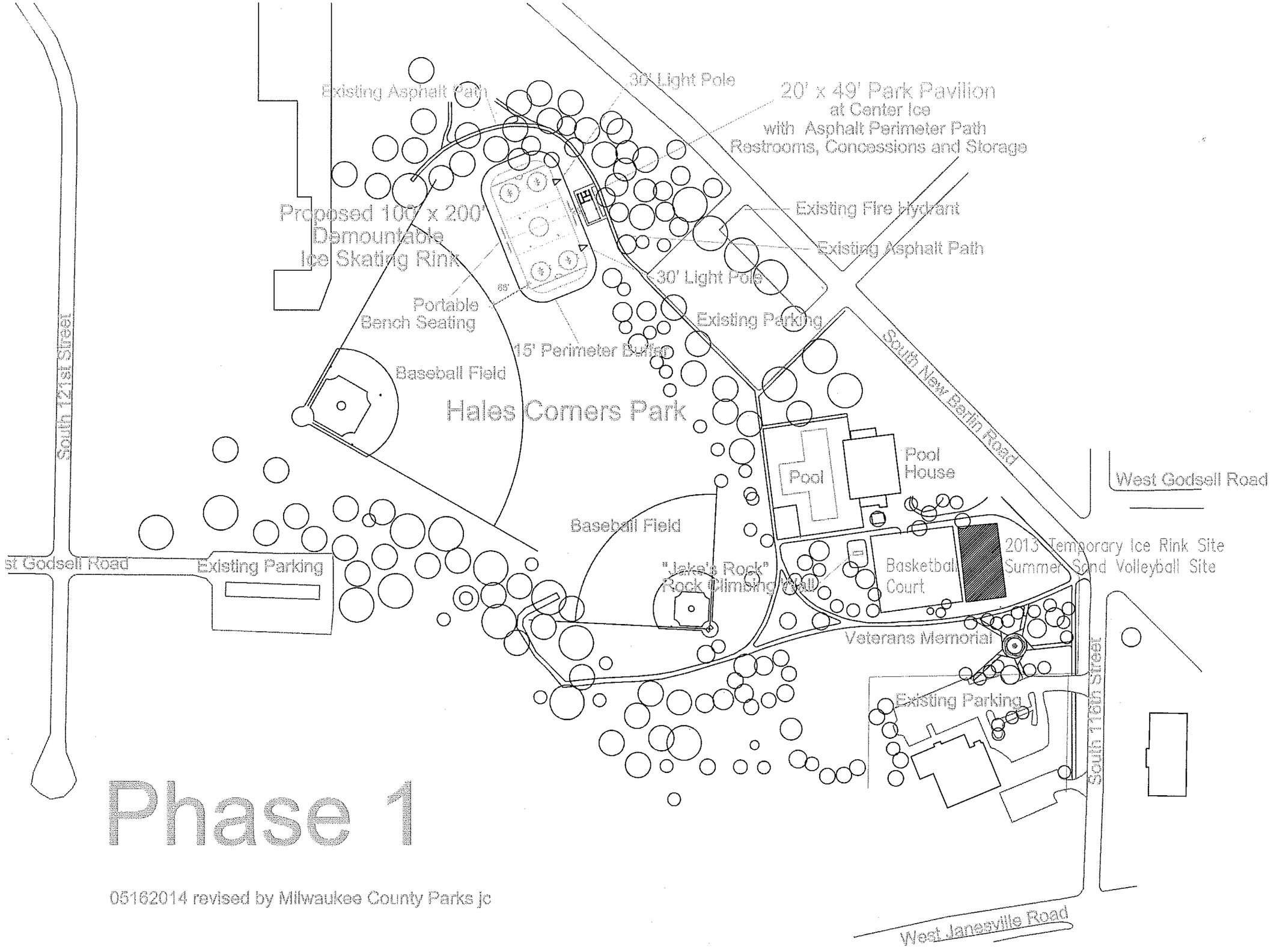

Phase 1

05162014 revised by Milwaukee County Parks jc

MILWAUKEE COUNTY
PARKS

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

Date: August 27, 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 U.S. Environmental Protection Agency Great Lakes Restoration Initiative Grants – ACTION

POLICY

The Director of the Department of Parks, Recreation and Culture (DPRC) is seeking retroactive authorization to apply for one or more U.S. Environmental Protection Agency (EPA) Great Lakes Restoration Initiative (GLRI) grants.

BACKGROUND

The EPA will award approximately $27.5 million for up to thirty projects, contingent upon funding. The announcement of this grant opportunity was made on July 15, 2014 so the DPRC was unable to request authorization to apply in advance of the August 27, 2014 deadline.

The DPRC's proposed project utilizes an innovative model that can be recreated within the Great Lakes region to address land management needs within urban parklands through direct partnerships with youth conservation corps, and the development of a community-based stewardship program to address the principal initiative of controlling rapid response populations of invasive species. In addition, education and outreach efforts will accomplish a secondary goal of establishing a citizen science-monitoring network and by providing K-12 Great Lakes themed experiential education opportunities that will allow students to directly participate in ecological restoration projects within their communities.

The DPRC is seeking retroactive authorization to submit a GLRI grant application for $635,000 to be used over two years to engage and educate urban youth in the control of invasive species throughout the park system. No monetary or in-kind match is required; however, to be competitive the DPRC will match approximately $82,500 with existing staff costs and $1,000 in commodities.

RECOMMENDATION

ADDRESS
9480 Watertown Plank Road
Wauwatosa, WI 53226-3560

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

EMAIL
parks@milwcnty.com

WEBSITE
countyparks.com

The Parks Director recommends that the Department of Parks, Recreation and Culture be authorized to apply for one or more U.S. Environmental Protection Agency Great Lakes Restoration Initiative grants.

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

Recommended by:	**Approved by:**
Laura Schloesser, Chief of Administration & External Affairs	John Dargle, Jr., Director

copy: County Executive Chris Abele
Raisa Koltun, 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
Erica Horton, Fiscal Mgt. Analyst, Admin & Fiscal Affairs/DAS
Alexis Gassenhuber, Parks, Energy & Environment Committee Clerk
Steve Cady, Research Services Director, Office of the Comptroller
Jessica Janz-McKnight, Research and Policy Analyst, Office of the Comptroller
Janelle Jensen, Finance, Personnel and Audit Committee Clerk

File No. 14-
(Journal,)

(ITEM NO.) The Director of the Department of Parks, Recreation and Culture (DPRC) is seeking retroactive authorization to apply for one or more U.S. Environmental Protection Agency (EPA) Great Lakes Restoration Initiative grants.

A RESOLUTION

WHEREAS, The EPA will award approximately $27.5 million for up to thirty projects, contingent upon funding, as part of the Great Lakes Restoration Initiative (GLRI); and

WHEREAS, projects that focus on invasive species control are eligible for funding; and

WHEREAS, the project will span two years and will address land management needs within urban parklands through direct partnerships with youth conservation corps, and the development of a community-based stewardship program to address the principal initiative of controlling rapid response populations of invasive species; and

WHEREAS, The DPRC would be requesting $635,000 in grant funding for the project; and

WHEREAS, no monetary or in-kind match is required; however, to be competitive the DPRC will match approximately $82,500 with existing staff costs and $1,000 in commodities; and

WHEREAS, the announcement of this grant opportunity was made on July 15, 2014 so the DPRC was unable to request authorization to apply in advance of the August 27, 2014 deadline; 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 Great Lakes Restoration Initiative grants.

MILWAUKEE COUNTY FISCAL NOTE FORM

DATE: August 25, 2014

Original Fiscal Note ☒

Substitute Fiscal Note ☐

SUBJECT: The Director of the Department of Parks, Recreation and Culture (DPRC) is seeking authorization to apply for one or more U.S. Environmental Protection Agency Great Lakes Restoration Initiative (GLRI) grants.

FISCAL EFFECT:

☒ No Direct County Fiscal Impact

☒ Existing Staff Time Required

☐ Increase Operating Expenditures
(If checked, check one of two boxes below)

☐ Absorbed Within Agency's Budget

☐ Not Absorbed Within Agency's Budget

☐ Decrease Operating Expenditures

☐ Increase Operating Revenues

☐ Decrease Operating Revenues

☐ Increase Capital Expenditures

☐ Decrease Capital Expenditures

☐ Increase Capital Revenues

☐ Decrease Capital Revenues

☐ 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. The Director of the Department of Parks, Recreation and Culture (DPRC) is seeking authorization to apply for one or more U.S. Environmental Protection Agency Great Lakes Restoration Initiative (GLRI) grants.
B. $635,000 maximum award with no match requirement; however, to be competitive the DPRC will have an in-kind match of approximately $82,000 of existing staff time over two years.
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.

Friends of Hales Corners Park and Pool Proforma for Pavilion and New Rink

	Actual	Actual	ProForma									
	2012	2013	Q1-2014	Q2-2014	Q3-2014	Q4-2014	2014	Q1-2015	Q2-2015	Q3-2015	Q4-2015	2015
Income Sources												
Fund Raisers	8,304	9,337	1,000	1,000	1,000	1,000	4,000	1,000	1,000	1,000	1,000	4,000
Indiv/Business Contributions	17,126	9,959	200	200	200	200	800	200	200	200	200	800
Total non-rink Incomes	25,430	19,296	1,200	1,200	1,200	1,200	4,800	1,200	1,200	1,200	1,200	4,800
Income General Rink Donations	0	5,267	0	0	0	0	0	0	0	0	0	0
Parks Amenities Matching Fund (PAMF)	0	0	0	75,000	0	0	75,000	0	0	0	0	0
Income Pavilion Donations	0	75,000	0	40,000	0	0	40,000	0	0	0	0	0
Total Income Pavilion and Rink	0	80,267	0	115,000	0	0	115,000	0	0	0	0	0
Total All Income/Sources	25,430	99,563	1,200	116,200	1,200	1,200	119,800	1,200	1,200	1,200	1,200	4,800
Expenses/Uses												
Contract & Business	1,288	1,255	0	0	0	0	0	0	0	0	0	0
Facilities & Operation	5,463	5,103	250	250	250	250	1,000	250	250	250	250	1,000
Operations/Other	4,453	2,698	500	500	500	500	2,000	500	500	500	500	2,000
Total non-rink/pavilion Expenses/Uses	11,204	9,056	750	750	750	750	3,000	750	750	750	750	3,000
Small Ice Rink Build	0	2,000	0	0	0	0	0	0	0	0	0	0
Small Ice Rink Operation	0	1,000	500	0	0	0	500	0	0	0	0	0
New Ice Rink Build	0	0	0	30,000	0	10,000	40,000	0	0	0	0	0
New Ice Rink Operation	0	0	0	0	0	10,000	10,000	0	0	0	10,000	10,000
Pavilion Build	0	2,964	0	185,000	0	0	185,000	0	0	0	0	0
Total Exp Impact Pavilion and New Rink	0	5,964	500	215,000	0	20,000	235,500	0	0	0	10,000	10,000
Total All Expense/Uses	11,204	15,020	1,250	215,750	750	20,750	238,500	750	750	750	10,750	13,000
Net Income (Sources - Uses)	14,226	84,543	-50	-99,550	450	-19,550	-118,700	450	450	450	-9,550	-8,200
End of Period Bank Bal w/Pavilion and New Rink	20,783	94,000	93,950	-5,600	-5,150	-24,700	-24,700	-24,250	-23,800	-23,350	-32,900	-32,900
End of Period Bank Bal No Projects	20783	19,000	18,950	19,400	19,850	20,300	20,300	20,750	21,200	21,650	22,100	22,100

Shelter And Supporting Amenities Budget Detail	Q2-2014
Concrete	10989
Masonry	20247
Wood Plastics and Composits	17026
Thermal and Moisture Protection	5751
Openings	1916
Finishes	2815
Specialties	361
Plumbing	11590
HVAC	1278
Electrical	11483
Earthwork	15970
Exterior Improvements	22603
Utilities	28442
General Conditions	13527
Design/Construction Contingency	8200
Construction Permits	2281
Insurance	1710
Contractor's Fee	8809
Total Construction Budget Pavilion Build	185000

MILWAUKEE COUNTY
PARKS

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

Date: August 25, 2014

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

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

Subject: **Pulaski Park Revitalization Partnership – INFORMATIONAL**

ISSUE
The Department of Parks, Recreation and Culture (DPRC) is presenting a verbal report on a partnership to revitalize Pulaski Park.

BACKGROUND
The DPRC has been working with the Sixteenth Street Community Health Center, GRAEF, Milwaukee Metropolitan Sewerage District, City of Milwaukee Department of Public Works, and the Urban Ecology Center for the past year on a plan to revitalize Pulaski Park as part of a larger initiative to improve the Kinnickinnic River (KK River) and implement stormwater management best practices within the surrounding neighborhood.

Pulaski Park is in the heart of the KK River neighborhood directly impacted by this project. It is due to that relationship, the DPRC has enthusiastically participated in community outreach efforts and design charrettes. Outcomes of this project include a Pulaski Park Neighborhood Stormwater Management Plan with the goal of reducing nonpoint source pollution and bringing the community together through a common purpose of environmental stewardship. The DPRC continues to work with partners and residents to formalize a Friends of Pulaski Park and create opportunities for social engagement, programming, and volunteerism.

Representatives from Sixteenth Street Community Health Center's Department of Environmental Health will present the draft *Pulaski Park Neighborhood Stormwater Management Plan: Scaling Up Water Resource Investment in the Pulaski Park Neighborhood.*

RECOMMENDATION
No action requested. This is an informational item unless further is action required.

ADDRESS
9480 Watertown Plank Road
Wauwatosa, WI 53226-3560

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

EMAIL
parks@milwcnty.com

WEBSITE
countyparks.com

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

Recommended by:

Laura Schloesser, Chief of
Administration and External Affairs

Approved by:

John Dargle, Jr., Director

copy: County Executive Chris Abele
Raisa Koltun, Chief of Staff, County Executive's Office
Kelly Bablitch, Chief of Staff, County Board
Sup. Khalif Rainey, Vice-Chair, Parks, Energy & Environment Committee
Chairwoman Marina Dimitrijevic, District 4 Supervisor, Board of Supervisors
Erica Horton, 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

MILWAUKEE COUNTY PARKS

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

Date: August 25, 2014

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

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

Subject: **Farm and Fish Hatchery – INFORMATIONAL**

ISSUE
The Department of Parks, Recreation and Culture (DPRC) presenting a verbal report on the status of the Farm and Fish Hatchery.

BACKGROUND
The DPRC has updated the Parks, Energy and Environment Committee over the past several months regarding the status of the Farm and Fish Hatchery operations and maintenance and the partnership with the Hunger Task Force. This report will focus on the status of infrastructure repairs and potential partnerships.

RECOMMENDATION
No action requested. Informational item unless further action required.

Prepared by: Guy Smith, Chief of Operations

Recommended by:

Laura Schloesser, Chief of Administration and External Affairs

Approved by:

John Dargle, Jr., Director

copy: County Executive Chris Abele
Raisa Koltun, Chief of Staff, County Executive's Office
Kelly Bablitch, Chief of Staff, County Board
Sup. Khalif Rainey, Vice-Chair, Parks, Energy & Environment Committee
Erica Horton, Fiscal Mgt. Analyst, Admin & Fiscal Affairs/DAS
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ADDRESS
9480 Watertown Plank Road
Wauwatosa, WI 53226-3560

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

EMAIL
parks@milwcnty.com

WEBSITE
countyparks.com

By Supervisor Weishan

File No. 14-668

A RESOLUTION

Authorizing funding to replace the water pumping system at the Fish Hatchery

WHEREAS, Milwaukee County has owned the Farm and Fish Hatchery located in the City of Franklin at the Milwaukee County House of Correction since 1984; and

WHEREAS, in 2006 the Hunger Task Force assumed the operational duties of the farm portion from the Department of Parks, Recreation and Culture (DPRC) under its lease agreement terms, and additionally acquired the hatchery ("the Hatchery") operations in 2012; and

WHEREAS, a high capacity well that supplies water to the Farm and Fish Hatchery is located at the House of Correction, where it was originally constructed and operated; and

WHEREAS, in October 2013 the well was irreparably damaged, rendering it non-functional; and

WHEREAS, the Department of Administrative Services-Risk Management Division filed an insurance claim in August 2014 for the damages to the well; and

WHEREAS, while it is anticipated Milwaukee County will receive insurance reimbursement for replacement of the damaged well, it is unknown as to how soon those would be made available to fund the necessary repairs to the well; and

WHEREAS, the farm portion is currently being supplied water from the City of Franklin at the expense of the Hunger Task Force through a water line paid with Community Development Block Grant funds; and

WHEREAS, there is currently no water being pumped into the Hatchery; and

WHEREAS, all the fish that were located at the Hatchery have been placed in outdoor rearing ponds, which are at risk for overcrowding, until a new sustainable water pumping system has been identified; and

WHEREAS, there is an immediate need for a functioning water system at the Hatchery; and

WHEREAS, based on a bid issued by the DPRC, the cost estimate for installing a new high capacity well is approximately $200,000; and

WHEREAS, a feasibility study was funded by a private donor to determine the most efficient and cost effective solution for providing water to the Hatchery; and

WHEREAS, per adopted County Board Resolution File No. 14-127, the County has previously authorized transfers of unallocated contingency funds with the anticipation of incoming insurance proceeds to be returned to the Appropriation for Contingencies account upon receipt; and

WHEREAS, Milwaukee County must take expeditious action to install a new water system in order to protect and maintain the remaining fish as well as to ensure the perpetuity of the Hatchery; now, therefore,

BE IT RESOLVED, that the Milwaukee County Board of Supervisors authorizes that $200,000 from the Appropriation for Contingencies account to be used for the construction and installation of a new water pumping system on the Farm and Fish Hatchery grounds; and

BE IT FURTHER RESOLVED, that the Milwaukee County Board of Supervisors authorizes the Comptroller to process a fund transfer from Org. Unit 1945, Appropriation for Contingencies to Org. Unit 9000, Parks, Recreation and Culture, or to a new capital improvement project, whichever is best to account for the funds, in the amount of $200,000; and

BE IT FURTHER RESOLVED, that in the event the Department of Administrative Services-Risk Management Division receives insurance claim proceeds for the reported damage to the existing well, those funds shall be directly used to offset any additional costs for the new water system for the Hatchery, and any remaining funds shall be deposited in the Appropriation for Contingencies account; and

BE IT FURTHER RESOLVED, that the Department of Parks, Recreation and Culture shall work collaboratively with the Department of Administrative Services-Risk Management Division and appropriate qualified contractors to implement this project as quickly as practicable; and

BE IT FURTHER RESOLVED, that the Hunger Task Force shall continue to assume all operational and maintenance responsibilities related to the Farm and Fish Hatchery, per the terms of their lease agreement with Milwaukee County.

MILWAUKEE COUNTY FISCAL NOTE FORM

DATE: August 25, 2014

Original Fiscal Note ☒

Substitute Fiscal Note ☐

SUBJECT: Authorizing funding to replace the water pumping system at the Farm and Fish Hatchery.

FISCAL EFFECT:

☐ No Direct County Fiscal Impact

☐ Existing Staff Time Required

☒ Increase Operating Expenditures
(If checked, check one of two boxes below)

☐ Absorbed Within Agency's Budget

☒ Not Absorbed Within Agency's Budget

☐ Decrease Operating Expenditures

☐ Increase Operating Revenues

☐ Decrease Operating Revenues

☐ Increase Capital Expenditures

☐ Decrease Capital Expenditures

☐ Increase Capital Revenues

☐ Decrease Capital Revenues

☒ Use of contingent funds

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

	Expenditure or Revenue Category	Current Year	Subsequent Year
Operating Budget	Expenditure	$200,000	$0
	Revenue	TBD	$0
	Net Cost	TBD	$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. Approval of this resolution will authorize the transfer of $200,000 from the Appropriation for Contingencies account for the construction and installation of a new water pumping system at the Farm and Fish Hatchery. The Department of Parks, Recreation and Culture shall work with DAS-Risk Management to determine the most feasible implementation of installing a new water pumping system upon approval. This resolution acknowledges that if Milwaukee County receives any insurance claim proceeds related to a damaged well, those funds would be used towards any additional costs for the new water system and any remaining funds would be deposited into the Appropriation for Contingencies account.

B. Direct costs for 2014 would be $200,000 in funding from the Appropriation for Contingencies account. An insurance claim was filed by DAS-Risk Management in August 2014 for an existing high capacity well, and it is anticipated that Milwaukee County may receive an insurance reimbursement as a result. Although the amount of that reimbursement is yet unknown, any funds received shall be used towards costs for the new water pumping system, with any remaining funds deposited into the Appropriation for Contingencies account.

C. The budgetary impact would result in a $200,000 expenditure from the 2014 Appropriation for Contingencies account. This amount may be offset by insurance proceeds for a net impact to be determined.

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[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.

D. It is assumed that upon receipt of insurance claims proceeds related to the existing well, funds shall be returned to the Appropriation for Contingencies account.

Department/Prepared By Jessica Janz-McKnight, Research and Policy Analyst, Office of the Comptroller

Authorized Signature

Did DAS-Fiscal Staff Review? ☐ Yes ☒ No

Did CBDP Review?[2] ☐ Yes ☐ No ☒ Not Required

By Supervisor Bowen

File No. 14-

A RESOLUTION

Authorizing the Department of Parks, Recreation and Culture (DPRC) to conduct a cost-benefit analysis on the installation and operation of surveillance cameras in Milwaukee County parks for the purpose of deterring criminal activity

WHEREAS, on May 30, 2014, a 26-year-old man died after being shot at Milwaukee County's Tiefenthaler Park, located on the City of Milwaukee's north side; and

WHEREAS, violent crimes in the City of Milwaukee rose by 1.1 percent from 2012 to 2013, and nonfatal shootings increased by five percent from 2012 to 2013, according to the Milwaukee Police Department's annual crime statistics for 2013; and

WHEREAS, although some measures have been taken to target crime in the parks, including the installation of the ShotSpotter systems, they cannot help identify alleged suspects; and

WHEREAS, according to a September 2011 study entitled "Evaluating the Use of Public Surveillance Cameras for Crime Control and Prevention," conducted by the Office of Community Oriented Policing Services, U.S. Department of Justice, surveillance cameras installed in parks in Baltimore, Chicago, and Washington D.C. have resulted in a reduction of violent crimes; and

WHEREAS, in Chicago's Humboldt Park neighborhood, weapon-related incidents have declined by over half, otherwise translated as two fewer incidents per month since surveillance camera installation; and

WHEREAS, the DPRC currently utilizes surveillance camera systems within certain park areas including the Mitchell Park Domes, the Lincoln Park aquatic center, O'Donnell Park, and various sites with cash registers, greenhouses and pools; and

WHEREAS, the current surveillance cameras are monitored by DPRC security staff and the equipment is serviced and maintained by the various providers under service contracts; and

WHEREAS, a cost-benefit analysis of the expansion of surveillance cameras in high crime-volume county parks would be beneficial in exploring ways to mitigate violence and weapon-related incidents in Milwaukee County; now, therefore,

BE IT RESOLVED, that the Director of the Department of Parks, Recreation and Culture is hereby authorized and directed to conduct a cost-benefit analysis on the

feasibility of installing and operating surveillance cameras in County parks and community centers that have a documented high-volume of crime; and

BE IT FURTHER RESOLVED, that the Department of Parks, Recreation and Culture shall submit a written report on the status of the cost-benefit analysis results to the Committee on Parks, Energy and Environment for the September 2014 cycle; and

BE IT FURTHER RESOLVED, that if the results from the cost-benefit analysis are found to be advantageous in preventing crime in Milwaukee County's parks, the Department of Parks, Recreation and Culture shall pursue measures to develop a plan for installing surveillance cameras within high crime-volume park areas, subject to County Board approval.

MILWAUKEE COUNTY FISCAL NOTE FORM

DATE: July 2, 2014

Original Fiscal Note ☒

Substitute Fiscal Note ☐

SUBJECT: Authorizing the Director of Parks, Recreation and Culture to conduct a cost-benefit analysis on the installation and operation of surveillance cameras within Milwaukee County parks for the purpose of monitoring criminal activity

FISCAL EFFECT:

☒ No Direct County Fiscal Impact

☒ Existing Staff Time Required

☐ Increase Operating Expenditures
(If checked, check one of two boxes below)

☐ Absorbed Within Agency's Budget

☐ Not Absorbed Within Agency's Budget

☐ Decrease Operating Expenditures

☐ Increase Operating Revenues

☐ Decrease Operating Revenues

☐ Increase Capital Expenditures

☐ Decrease Capital Expenditures

☐ Increase Capital Revenues

☐ Decrease Capital Revenues

☐ 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. Approval of this resolution will authorize and direct the DPRC Director to analyze and report on the estimated costs and benefits of installing and operating surveillance cameras within parks in the City of Milwaukee that reflect high levels of violent and weapon-related crime. The DPRC Director would also be required to submit these findings to the Committee on Parks, Energy and Environment.

B. This analysis would require the DPRC to use existing staff time to determine the costs and benefits associated with having surveillance cameras in county parks, and therefore will have no additional fiscal impact for the current year.

C. There is no budgetary impact associated with the implementation of this cost-benefit analysis.

D. None.

Department/Prepared By Jessica Janz-McKnight, Research Analyst, Office of the Comptroller

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[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.

Authorized Signature _____

Did DAS-Fiscal Staff Review? ☐ Yes ☒ No

Did CBDP Review?[2] ☐ Yes ☐ No ☒ Not Required

MILWAUKEE COUNTY
PARKS

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

Date: September 3, 2014

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

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

Subject: **Estabrook Dam Environmental Assessment – INFORMATIONAL**

ISSUE

The Department of Parks, Recreation and Culture (DPRC) presenting a verbal report on the findings of the Estabrook Dam Draft Environmental Assessment and the DPRC's recommendation of dam removal based on the alternatives identified.

BACKGROUND

The County is currently under an Administrative Order from the Wisconsin Department of Natural Resources (WDNR) to repair or remove the Estabrook Dam by December 31, 2014. Permission to access the Bureau of Land Management (BLM) controlled island situated near the center of the dam structures is essential to either of these alternatives. The BLM has requested that the County prepare an Environmental Assessment (EA) so that they can evaluate the appropriateness of proposed construction activities on their island consistent with the National Environmental Policy Act. The Draft EA identifies and evaluates different alternatives and their implications for the area impacted by the Estabrook Dam. The EA is required prior to BLM granting the requested access.

Milwaukee County and its Engineering consultant AECOM have organized and led a Technical Team tasked with compiling relevant information and preparing an Environmental Assessment (EA) to identify and evaluate alternatives for the future of the Estabrook Dam. The team is comprised of knowledgeable representatives from DPRC, DAS Architecture and Engineering Division, AECOM, Southeast Wisconsin Regional Planning Commission (SEWRPC), the Wisconsin Department of Natural Resources (WDNR), the US Bureau of Land Management (BLM), US Army Corps of Engineers (USACE) and the US Fish and Wildlife Service (FWS).

A Public Scoping Meeting was held by the DPRC and its consultants to solicit ideas and input on potential alternatives for the dam. Another Public Information Meeting was scheduled for September 3, 2014 at Nicolet High School. The DPRC took this opportunity to summarize the EA, explain alternatives and why it is recommending removal of the dam. Attendees had an opportunity to review the Draft EA and the alternatives identified, ask questions and provide comments on the Draft. Public

ADDRESS
9480 Watertown Plank Road
Wauwatosa, WI 53226-3560

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

EMAIL
parks@milwcnty.com

WEBSITE
countyparks.com

comments from these meetings along with comments from two on-line surveys, correspondence and other stakeholder sources will be collected and integrated into the Draft EA currently being finalized. The BLM has directed the DPRC to specify one preferred alternative in the Final EA submitted for their evaluation.

The DPRC has reviewed the alternatives and supporting information included in the Draft EA and recommends dam removal as the preferred option in the Final EA that it submits to BLM in support of the request from the County for construction access to the island controlled by the BLM. DPRC recommends this alternative because it would result in these benefits:

- Capital savings of over $844,000 compared to the previous alternative
- Require no annual Operation and Maintenance
- An Operational Budget savings of $160,000 annually
- The Present Worth Analysis indicates a $3,460,000 savings over 20 years
- Eliminate the unwanted accumulation of sediments and debris upstream
- Restore the river to a more natural looking, free flowing condition
- Remove impediments to navigation and fish passage
- Eliminate upstream flooding impacts caused by the existing dam
- Lower river levels during floods more than the other options
- Improve public safety and reduce potential risks and liabilities
- Provide a more regular hydrologic condition for aquatic species
- Eliminate the operational and regulatory requirements of dam ownership

RECOMMENDATION

This is an informational report and there is currently no request. When a request is made, it will be our recommendation that Dam Removal (Alternative 2) be the preferred alternative presented in the Final EA that is submitted to the BLM. It is further recommended that the DPRC, the Department of Administrative Services, the County Comptroller, Risk Management, Corporation Counsel and Register of Deeds and other appropriate County Staff be authorized to prepare, review, approve, execute, record all documents and to perform all actions required to facilitate the implementation of the Dam Removal Alternative for the Estabrook Dam and that the County Executive and County Clerk be authorized to execute any required documents.

Prepared by: Kevin Haley, Landscape Architect, Planning & Development Division

Recommended by:	**Approved by:**
James Keegan, Chief of Planning and Development	John Dargle, Jr., Director

Attachments:

Draft Environmental Analysis Executive Summary and Attachment 1
Presentation to July 22, 2014 meeting of Parks, Energy & Environment Committee
Link to Draft Environmental Analysis:
http://county.milwaukee.gov/EstabrookParkDam

copy: County Executive Chris Abele
Raisa Koltun, Chief of Staff, County Executive's Office
Kelly Bablitch, Chief of Staff, County Board
Sup. Khalif Rainey, Vice-Chair, Parks, Energy & Environment Committee
Erica Horton, 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
Sup. Theodore Lipscomb, District 1, County Board of Supervisors
Sup. Willie Johnson Jr., District 13, County Board of Supervisors
Steve Cady, Research Services Director, Office of the Comptroller

Draft Executive Summary

Environmental Assessment for Estabrook Dam

Milwaukee County, Wisconsin

Prepared by:

AECOM
4135 Technology Parkway
Sheboygan, WI 53083

July 2014

1.0 Introduction to Estabrook Dam Environmental Assessment

Milwaukee County, a Wisconsin municipal body corporate, owns and operates Estabrook Dam in the Milwaukee River near Estabrook Drive and W. Hampton Avenue (Attachment 1). The Wisconsin Department of Natural Resources (WDNR) has issued an Administrative Order dated July 28, 2009, requiring the County to drawdown the impoundment until such time as the dam can be either repaired or abandoned.

The dam was built in the 1930's and includes construction on an island in the river. This natural island is under the jurisdiction of the United States Bureau of Land Management (BLM).

In determining whether to repair or abandon the dam, federal and state agency review of the project requires an environmental assessment to meet the National Environmental Policy Act (NEPA) and Wisconsin Environmental Policy Act (WEPA).

The Environmental Assessment Report for Estabrook Dam will analyze a variety of alternatives to determine the most cost-effective and environmentally sound solution to address the dam, and note the short-term and long-term impacts including environmental, historical, social and economic of each alternative.

1.1 Project Background

Estabrook Dam was constructed during the late1930's by the Civilian Conservation Corps (CCC) and Civil Works Administration (CWA). The dam was constructed with gates that could be opened during times of flooding and closed during low water in order to maintain a pool of water above the dam for recreational purposes. The gated section of the dam extends from County owned parkland on the east bank of the river to a central island under the jurisdiction of the BLM. A fixed crest spillway then extends from the island to private lands on the west shore of the river. On May 26, 1937, Milwaukee County received a permit from the Public Service Commission of Wisconsin to construct, operate and maintain the dam with a fixed pool.

Historical information on the area indicates the Milwaukee River was prone to flooding in the area from the south end of Estabrook Park and extending beyond Silver Spring Drive for several miles. The cause of the flooding was attributed to the relatively flat profile of the river, the serpentine oxbows in this area and a limestone outcrop or ledge about 1 mile long which was located near the current location of the dam north of Capital Drive. The river flowed through the oxbows and over this outcrop restricting the flows at certain times of the year. Downstream of the outcrop was a substantial drop in the river level. The residents upstream requested the local governments to provide relief from the flooding. A flood control project was designed to provide some relief to these residents.

In the fall of 1933, as part of the greater flood control project removal of the rock outcrop was initiated. Residents in the area wanted to continue to use the river for swimming, boating, and canoeing. Removal of the rock outcrop caused the water to drop to such an extent that large boat recreational use was limited, and construction of a dam was initiated to facilitate some control over water levels upstream.

The dam was constructed with gates to allow for adjusting the upstream pool elevation for maintenance and recreational enhancement. The fixed crest section was designed to allow ice to pass over this section. A series of ice breakers were constructed to provide protection of the gates.

The WDNR Administrative Order dated July 28, 2009, requires the County to either repair or abandon the dam and also requires the County to maintain the dam under a drawndown condition until the repairs are completed. The repairs pertain to structural improvements and reconditioning of the gates to maintain proper operation. Some tree removal and bank stabilization near the dam structure is also required.

Milwaukee County retained AECOM to investigate the dam condition in 2010, to assess sediment quality and quantity upstream of the dam, and to design improvements to the dam to meet the WDNR's Administrative Order.

The United States Environmental Protection Agency (USEPA), WDNR and Milwaukee County have investigated the sediments upstream of Estabrook Dam. AECOM found sediment containing polychlorinated biphenols (PCBs) upstream from the dam behind the fixed-crest spillway section. Previously, contaminated sediment containing PCBs was removed from the reaches of the river further upstream of the dam. Additional sediment is scheduled to be removed during the second half of 2014 including the sediment immediately upstream from the dam and extending to where the first phase ended.

Improvements to Estabrook Dam were designed by AECOM and plans and specifications for these improvements are on file at Milwaukee County.

A series of Technical Advisory Team meetings have taken place with representatives from Milwaukee County, Southeastern Wisconsin Regional Planning Commission (SEWRPC), BLM, WDNR, US Fish and Wildlife Service, US Army Corps of Engineers, Himalayan Consultants, and AECOM participating from 2012 to the present. The representatives provided input on Estabrook Dam and alternatives to the dam. The alternatives included a no-action alternative; repair the dam; repair the dam and provide fish passage; removal of the dam, and a rock ramp (three options) to develop a pool upstream similar to a dam while allowing fish passage.

An environmental assessment is required to evaluate feasible alternatives to the dam and to meet the state and federal regulatory requirements for a WEPA and NEPA project.

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2.0 Identification of Alternatives

This section provides an overview of the alternatives considered regarding Estabrook Dam. The alternatives are identified, a preliminary screening of alternatives is performed, and the most feasible alternatives are selected for a more in-depth evaluation of their environmental benefits, impacts, and related costs. Public input and agency input will be solicited to provide Milwaukee County with the information to select the preferred alternative.

2.1 Identification of Alternatives

The Technical Advisory Team identified the following alternatives for consideration for Estabrook Dam. These alternatives are as follows:

- Alternative 1 – Rehabilitate the dam.
- Alternative 1A – Rehabilitate the dam and add provisions for fish passage.
- Alternative 2 – Abandon and remove the dam.
- Alternative 3 – Abandon and remove the dam, providing a 5.5-foot high rock ramp to facilitate fish passage and establish an impoundment.
- Alternative 3A – Abandon and remove the dam, providing a 4-foot high rock ramp to facilitate fish passage and establish an impoundment.
- Alternative 4 – Gated spillway removed, serpentine overflow spillway lowered, and a 6.3-foot-high rock ramp constructed.
- Alternative 5 – No action.
- Alternative 6 – New dam.

2.2 Preliminary Screening of Alternatives

Because Estabrook Dam was constructed in the 1930s, Milwaukee County and the public have decades of experience to weigh the costs and environmental impacts, both positive and negative, associated with the dam. The dam gates have remained open since 2009, which allows Milwaukee County and the public the opportunity to assess environmental conditions as a free flowing river and no dam. These factors allow all parties to objectively evaluate the environmental and social aspects of a dam or a free flowing river.

The following information is provided on each alternative and the preliminary screening of the alternatives.

2.2.1 Alternative 1 – Rehabilitate the Dam

Alternative 1 – Rehabilitate the dam consists of making the structural improvements to the dam to extend its life and to meet the requirements stipulated in the July 28, 2009 WDNR Administrative Order. Other improvements include upgrading the gates and tree removal at the dam structure.

Milwaukee County Board has voted to implement Alternative 1. At that time, the concept of addressing other alternatives to the dam had not been fully evaluated. At the time, the idea of dam removal was dismissed. The NEPA and WEPA requirements include addressing alternatives.

2.2.2 Alternative 1A – Rehabilitate the Dam and Add Provisions for Fish Passage

Alternative 1A is Alternative 1 with the addition of fish passage features. The provision for fish passage can be considered an environmental benefit. Because of this added environmental benefit of fish passage, the environmental assessment will eliminate Alternative 1 from further consideration and will evaluate Alternative 1A.

Alternative 1A is a refinement of Alternative 1 with added environmental benefits. The fish passage provision allows fish to pass through the dam area in a designated passage section of the dam. This fish passage allows fish to migrate during spawning and other periods of the year which promotes fish diversity, enhances fishing opportunities and is intended to replicate conditions in a free flowing river.

Alternatives 1 and 1A will require long-term annual operation and maintenance cost to operate the gates, remove debris, and to maintain the dam.

2.2.3 Alternative 2 – Abandon and Remove the Dam

Alternative 2 – Abandon and remove the dam would restore the river to a free flowing condition. This alternative would eliminate the County's capital cost for dam repair and also eliminate the need for annual dam operation and maintenance costs. Sediment would not accumulate if the dam was removed and this is another environmental benefit. This alternative has merit and will be further addressed in the environmental assessment.

2.2.4 Alternative 3 – Abandon and Remove Dam, Providing a 5.5-Foot High Rock Ramp to Facilitate Fish Passage and Establish an Impoundment

Alternative 3 provides the benefits of an impoundment 1,600 feet upstream of the dam site. The ramp would create an impoundment similar to a dam, but without the large capital expense to repair the dam and eliminates the annual operating and maintenance costs associated with the dam gates. But some maintenance, including debris cleaning, is anticipated. The rock ramp allows fish passage, which is an environmental benefit. The passive nature of a rock ramp is similar to a natural river with riffles. Sediment buildup can be expected with a rock ramp, depending on the rock height. Similarly, the rock ramp height will dictate the extent of a pool upstream and will be limited to a height that does not interfere with a 100-year frequency flood elevation. SEWRPC analyzed the 5.5-foot high rock ramp at this location and concluded this option would increase the 100-year frequency flood elevation and is, therefore, eliminated from consideration.

2.2.5 Alternative 3A – Abandon and Remove the Dam, Providing a 4-Foot High Rock Ramp to Facilitate Fish Passage and Establish an Impoundment

Alternative 3A is similar to Alternative 3, but is not as high. SEWRPC modeled this alternative and found that this option complies with the 100-year frequency flood levels. Alternative 3A has merit and will be further addressed in the environmental assessment.

2.2.6 Alternative 4 – Gated Spillway Removed, Serpentine Overflow Spillway Lowered, and a 6.3-foot-high Rock Ramp Constructed

Alternative 4 presents a rock ramp option located at the gated section of the dam. This rock ramp is higher than the rock ramp option in Alternative 3A and therefore provides a deeper impoundment upstream. The rock ramp height results in the structure being considered as a large dam which has some regulatory requirements as follows:

- Operation, inspection, and maintenance plan must be developed.
- Emergency action plan must be developed.
- An owner inspection would be required every 10 years.

Alternative 4 has merit and will be further addressed in the environmental assessment. The height of the rock ramp for Alternative 4 was evaluated by SEWRPC and found to be capable of passing a 100-year frequency flood without exceeding the flood elevation. At the dam location, the water depth is deeper than at the Alternative 3 rock ramp location. Even though Alternative 4 has a 6.3-foot height, the effect on the flood elevations is less than Alternative 3 having a 5.5-foot high rock ramp located upstream at a shallower area in the river.

2.2.7 Alternative 5 – No Action

Alternative 5 – No action refers to Milwaukee County taking no action to repair the dam or to abandon the dam. The No Action alternative would violate WDNR's July 28, 2009 Administrative Order. Alternative 5 would mean the dam gates could not be operated. The dam is in need of structural repair which could lead to continued degradation of the dam. The potential for an impoundment upstream could not be realized under this alternative. Therefore, Alternative 5 – No Action, is eliminated from further consideration because it violates WDNR's Administrative Order and is not a sustainable solution.

2.2.8 Alternative 6 – New Dam

Alternative 6 – New Dam would replace the existing dam. The existing dam, built in the 1930s, is in need of repair, but the costs to construct a new dam would be substantially higher. The dam can be repaired at a much lower cost. For this reason, Alternative 6 is eliminated from further consideration.

2.3 Feasible Alternatives

Based on the preliminary screening of alternatives, the following alternatives are deemed feasible and will be further evaluated in this environmental assessment.

- Alternative 1A – Rehabilitate the dam and add provisions for fish passage.
- Alternative 2 – Abandon and remove the dam.
- Alternative 3A – Abandon and remove the dam, providing a 4-foot high rock ramp upstream of the dam site to facilitate fish passage and establish an impoundment.

- Alternative 4 – Gated spillway removed, serpentine overflow spillway lowered, and a 6.3-foot-high rock ramp constructed.

Further review of Alternative 3A shows this option to have similar features as Alternative 4, but with less recreational benefits as Alternative 4. For the executive summary, Alternative 4 will be further discussed, and Alternative 3A will be eliminated from further discussion.

3.0 Identification of Alternatives

The affected environment is addressed in the environmental assessment for the feasible alternatives. This executive summary identifies the primary topics for the feasible alternatives. Refer to the Environmental Assessment for a complete evaluation of the alternatives.

3.1 Affected Environment

3.1.1 Aquatic

The fish found within the Milwaukee River and Estuary are typical of riverine systems in Wisconsin. Some of the best smallmouth habitat on the Milwaukee Rivers is located in Estabrook and Kletsch Parks.

Recent mussel survey results for the Milwaukee River Greenway found that the impoundment above the Estabrook Dam contained evidence of 11 species of mussels. However, only 8 of the species were found alive. Mussels use fish as a host species and it is, therefore, important for fish to be able to migrate throughout the river to enhance the mussel population. This is another reason for the fish passage.

Alternative 1A – Rehabilitate the Dam and Add Provisions for Fish Passage

Alternative 1A creates an impoundment extending to Silver Spring Drive under normal (median) flow conditions, and extending to West Bender Road during high flow events. Fish passage would be provided.

A dam operating plan is being prepared. The plan will need to address impacts of fluctuating water levels seasonally so as to not freeze out aquatic species and flood out nesting animals. The impoundment will cause an increase in water temperature which can be detrimental to fish as compared to a free-flowing river.

Water level fluctuations will need to be limited to a maximum lowering of 6 inches per day, as per WDNR requirements which are enacted to protect aquatic life as well as to reduce impacts to the environment downstream from the dam.

Alternative 2 – Abandon and Remove the Dam

Alternative 2 results in a free-flowing river with characteristics as currently experienced during normal river flow. Fish passage is an additional benefit. Water temperatures are more compatible for the fish and reduce the potential for higher water temperatures as experienced in an impoundment which can be detrimental to fish. Mussels and other aquatic life can benefit from a free-flowing river.

Alternative 4 – Gated Spillway Removed, Serpentine Overflow Spillway Lowered, and a 6.3-Foot High Rock Ramp Constructed

This alternative creates an impoundment similar to Alternative 1A but is not as deep. The natural pool and riffles created by the rock ramp replaces the dam gates. The aquatic impacts are similar to a dam in terms of an impoundment and increasing water temperature in summer as compared to a free-flowing river. River level fluctuations are minimized as compared to a dam and the more constant

river levels have a more positive effect on the aquatic systems including fish, turtles, mussels, and benthic organisms.

3.2 Terrestrial

The plant community within and adjacent to the Milwaukee River floodplain is a wetland complex in many areas and consists of wet meadow and second growth, southern wet to wet mesic lowland hardwood. No endangered or threatened plant species were found.

3.2.1 Alternative 1A – Rehabilitate the Dam and Add Provisions for Fish Passage

Alternative 1A will require removal of some trees and shrubs within 15 feet of the dam structure. The impoundment will reduce the buildup of woody vegetation along the current river edge that has built up since 2009. The impoundment will create a small, shallow lake environment and the vegetation next to the impoundment will develop over time including shrubs, trees, and grass.

3.2.2 Alternative 2 – Abandon and Remove Dam

Alternative 2 results in terrestrial conditions similar to existing conditions. Woody vegetation will continue to develop along the river's bank. The vegetation provides shade and can improve habitat for wildlife and aquatic habitat.

SEWRPC has analyzed the river under this alternative and concluded the vegetation will not appreciably affect the river's capacity to handle major flood events based on similar projects. Similarly, the power of ice moving downstream has the power to mow down vegetation within its path.

3.2.3 Alternative 4 – Gated Spillway Removed, Serpentine Overflow Spillway Lowered, and a 6.3-Foot High Rock Ramp Constructed

This alternative creates an impoundment which is shallower than the Alternative 1A impoundment. Woody vegetation and grasses will develop along the impoundment edge to provide habitat for wildlife and aquatic life.

3.3 Cultural Environment

The cultural aspects refer to the land use and public's use of Estabrook Park and the Milwaukee River area.

3.3.1 Alternative 1A – Rehabilitate the Dam and Add Provisions for Fish Passage

Alternative 1A is compatible with the land use and is the status quo. The impoundment provides recreational activities including swimming, boating, canoeing, and kayaking.

3.3.2 Alternative 2 – Abandon and Remove the Dam

Alternative 2 is compatible with the land use. Returning the area to a free-flowing river provides recreational activities including swimming, canoeing, and kayaking, but will eliminate boating. Based on similar projects where the dam was removed, the recreation on the river definitely changed from boating to canoeing and kayaking, but the overall use of the river tended to be similar or actually increased. The removal of the North Avenue Dam is a success story in terms of ecological diversity.

3.3.3 Alternative 4 – Gated Spillway Removed, Serpentine Overflow Spillway Lowered, and a 6.3-Foot High Rock Ramp Constructed

Alternative 4 is compatible with the land use. The impoundment behind the rock ramp provides recreational opportunities for swimming, canoeing, and boating and the impoundment extends to West Bender Road. The depth of the impoundment will be less than Alternative 1A, but does provide for boating opportunities.

3.4 Socio/Economic Impacts

Estabrook Dam is located in the Milwaukee River corridor within the highly urbanized City of Milwaukee. Urbanized development with more impervious areas contributes to flooding concerns in the area. Local residents who live adjacent to the river and impoundment created above the dam claim to have suffered the loss of recreational use, increased flooding, changed aesthetics, and disproportional loss of property values because the dam gates have been open since 2009.

3.4.1 Alternative 1A – Rehabilitate the Dam and Add Provisions for Fish Passage

Alternative 1A would continue use of the dam with an impoundment for recreational use. Some upstream property owners have indicated to the County that their property values will be affected if the dam is removed. These same property owners enjoy use of their boats in summer made possible by the impoundment, especially for residents upstream from West Silver Spring Drive.

3.4.2 Alternative 2 – Abandon and Remove the Dam

There is a portion of the public who promotes dam removal and restoration to a free-flowing river. This approach tends to be more natural, requires minimal costs by the County to maintain, and is sustainable.

3.4.2.1 Dam Removal Impacts on Property Values

Removal of the Estabrook Dam is expected to have little impact on property values in the area surrounding the existing waterway and current impoundment. Property values, real and assessed, are a significant concern for property owners and taxing authorities. Although little research has been focused on assessing the impacts of dam removal and loss of impoundment on property values, preliminary studies have indicated that riparian property values (after dam removal) have remained unchanged or decreased temporarily with a rebound within 2 years. After 10 years, property values showed no difference from the value prior to dam removal[1]. Based upon sales market data between 1993 and 2002, comparison of residential properties in south-central Wisconsin where a small dam remains intact, a small dam was removed, and the river or stream has been free-flowing for more than 20 years, indicate that there is no noticeable increase in property price between properties with shoreline frontage along a small impoundment and properties along a free-flowing river or stream. In fact, if the properties retain frontage on the stream, there is no significant change in property price,

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[1] Sarakinos, Helen and S.E. Johnson. "Social Perspectives on Dam Removal." *Dam Removal Research: Status and Prospects*. William Graf (editor). Washington D.C.: The H. John Heinz III Center for Science, Economics and the Environment. Proceedings of The Heinz Center's Dam removal Research Workshop, October 22-23, 2002. 2003.

except for an increase related to the increase in lot size, after the stream has returned to a free-flowing riparian state[2].

The rebound and potential for increased property values may be related to the desire of potential property buyers for homes with larger lot size, near free-flowing rivers as opposed to properties with less land area near impoundments. The potential for improved water quality and reduced flood risk may also create an increase in the intrinsic value of properties along free-flowing streams as opposed to man-made impoundments. Property adjacent to any water body (stream or impoundment) has a perceived, inherent value. It appears that over time the differences in value between riparian or lake frontage may not be significantly different. The proposed action may have short-term impacts on property values in the area, but values can be expected to rebound to similar levels as expected prior to proposed activity at the dam.

3.4.3 Alternative 4 – Gated Spillway Removed, Serpentine Overflow Spillway Lowered, and a 6-3-Foot High Rock Ramp Constructed

This alternative provides a sustainable approach without the mechanical gates and associated operation and maintenance costs of the dam gates. The alternative provides an impoundment similar to Alternative 1A, but not quite as deep.

3.5 Flood Carrying Capacity

SEWRPC performed river modeling for the feasible alternatives and addressed multiple river flow events including a 100-year frequency flood. The results are as follows:

3.5.1 Alternative 1A – Rehabilitate the Dam and Add Provisions for Fish Passage

SEWRPC's modeling indicated Alternative 1A can handle the 100-year frequency flood with all 10 gates open. If the 10 gates are closed, the dam will exceed the 100-year frequency flood levels resulting in flooding to upstream properties, potential liability to the County due to the flooding and violating the Wisconsin Administrative Code NR 116 by exceeding the 100-year flood elevations. Additional precautions must be taken by the County to protect upstream property owners if Alternative 1A is implemented as follows:

1. Develop an Operation Plan for the dam to define the conditions and actions to be taken during significant storm events as well as seasonal operation of the dam. WDNR criteria limits the extent of drawdown on a daily basis to avoid sudden swings in water levels which can be ecologically damaging.

2. Retain a dam gate operator to be available to regulate the dam gates to correspond to high river flows and impending storm events. Predicting significant storm events and high river flows can be a challenge and will require the County to have staff available to continually monitor river and weather conditions. A flood event of about a 15-year frequency is large enough to cause upstream flooding equivalent to a 100-year flood if the 10 gates are closed at the time. This can be a huge liability issue to the County.

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[2] Provencher, Bill, Helen Sarakinos, and Tanya Meyer, "Does Small Dam Removal Affect Local Property Values? An Empirical Analysis." University of Wisconsin-Madison, Department of Agricultural & Applied Economics, Staff Paper Series, July 2006.

3. Provide a contingency plan to operate the dam gates in the event of gate malfunction due to a power outage or gate failure.

3.5.2 Alternative 2 – Abandon and Remove the Dam

This alternative eliminates the County's liability with the dam and dam operation. SEWRPC's river model indicates a free-flowing river would have a 100-year flood elevation lower than the present flood map.

3.5.3 Alternative 4 – Gated Spillway Removed, Serpentine Overflow Spillway Lowered, and a 6.3-Foot High Rock Ramp Constructed

This alternative does not require the operational considerations of a dam during a flood event, and is capable of handling the 100-year frequency flood based on the SEWRPC modeling results.

3.6 Capital and Operating Costs

The estimated capital and long-term annual operation and maintenance costs of the three alternatives are as follows:

3.6.1 Alternative 1A – Rehabilitate the Dam and Add Provisions for Fish Passage

The operating costs include a dam gate operator who must be available to adjust the gates during high river flows and impending storm events. This is imperative to avoid flooding out upstream property owners during major storm events. Operating costs include routine dam gate maintenance and repair and debris removal, and these operating costs are long-term.

The capital costs include repair of the dam and adding fish passage.

3.6.2 Alternative 2 – Abandon and Remove the Dam

The capital costs include demolition of the dam and removal. There are no long-term operation and maintenance costs. This is likely the most sustainable alternative based on cost alone.

3.6.3 Alternative 4 – Gated Spillway Removed, Serpentine Overflow Spillway Lowered, and a 6.3-Foot High Rock Ramp Constructed

The capital costs include demolition of the dam's gated section and revisions to the rest of the dam. Fish passage is included using the rock ramp.

The operating costs include provisions for debris removal similar to a dam. Provisions to annually move around rocks which may have been altered by ice flows is included, which is conservative because most rock ramps require little such maintenance for moving rocks due to their large size (5 feet, 5 ton boulders are typical).

Alternative	Estimated Capital Cost	Estimated Annual Operation and Maintenance Cost
1A	$2,518,000	$160,000
2	$1,674,000	$0
4	$2,419,000	$55,000

The estimated operation and maintenance costs are annual costs and can be expected to increase over time due to inflation. These annual costs are long-term. In addition, these costs will increase for Alternative 1A as the dam gets older.

3.7 Funding

Milwaukee County has $1,600,000 of Bonding capacity available through its annual budget process. WDNR's Municipal Dam Grant Program has allocated $400,000 for dam repair. The grant contains criteria for eligibility. The Wisconsin Stewardship Fund has funding up to $1 million that may be made available to the County for dam repair, dam removal, or fish passage. The US Fish and Wildlife Service has authorized a grant for $220,000 for fish passage.

The annual operation and maintenance costs for the dam or rock ramp will need to be funded by the County.

3.8 Public Scoping Meeting

On June 5, 2014, a public scoping meeting was held to obtain the public's comments on the proposed alternatives. A survey was available on the County's website. There were 125 responses to the survey as well as several letters sent to the County regarding the project.

The preliminary results from the survey indicate 73 responses favored repairing the dam, 31 responses endorsed removing the dam, 5 responses endorsed a rock ramp, and the rest of the comments did not indicate a preference but provided general comments on the study.

Some of the comments raised in the public survey are as follows:

- Provide a public boat launch upstream of the dam to allow people other than the property owner's access to the river/impoundment.
- The dam provides flood protection, and the other alternatives do not.
- The dam provides boating, canoeing, and kayaking opportunities with the impoundment.
- The current river levels allow for limited canoeing and kayaking because the river is either too high with fast current, or too low with rocks protruding.
- The impoundment directly benefits about 350 property owners and all Milwaukee County tax payers end up paying the long-term costs of the dam. Remove the dam.

The multiple comments about the dam providing flood protection were received. The technical basis needs to be clarified. The dam creates a huge blockage in the river when the 10 gates are closed and the impoundment is in place. When the 10 gates are open, the dam can handle a 100-year frequency flood. The public views the gates open as flood relief, which is a true statement. If the 10 gates are closed, the dam will cause additional flooding upstream during an approximate 15-year frequency flood similar to a 100-year flood event. The County needs to be vigilant to monitor the weather and river flows to guard against this occurring if Alternative 1A is selected. If the gates malfunction due to a power outage or mechanical failure, the County is potentially liable for the upstream flooding caused by the dam.

The other two alternatives, 2 and 4, can each handle a 100-year frequency flood. Alternative 2 with a free-flowing river, actually lowers the 100-year flood levels as compared to the current levels used for the Flood Insurance Map.

3.9 Summary, Conclusions, and Recommendations

3.9.1 Summary

The Environmental Assessment identified a variety of alternatives in addition to rehabilitating the dam. Four alternatives were found to be feasible. Alternative 3A – Abandon and Remove the Dam, Providing a 4-Foot High Rock Ramp for Fish Passage was ruled out because Alternative 4 had similar traits but additional benefits for recreation. Therefore, Alternative 3A was eliminated. The three feasible alternatives are:

- Alternative 1A – Rehabilitate the Dam
- Alternative 2 – Abandon and Remove the Dam
- Alternative 4 – Gated Spillway Removed, Serpentine Overflow Lowered, and a 6.3-Foot High Rock Ramp Constructed

Alternative 1A continues use of the dam, thereby creating an impoundment which provides boating recreation upstream and the aesthetics of the impoundment. This alternative requires the largest capital investment and the largest long-term annual operation and maintenance cost of all alternatives. Environmentally, dams create environmental issues with sediment buildup over time, and increase the water temperature which can be detrimental to some fish and aquatic species. The dam requires a gate operator to control water levels to avoid flooding out upstream properties in the event of a major flood or during periods of impending storms if the 10 gates are closed at the time. There is increased liability on the County due to the dam operation and its potential impact on flooding.

Alternative 2 returns the river to a free-flowing condition similar to the present situation during normal flows. During a 100-year frequency flood, Alternative 2 will actually have lower flood levels than with the current dam and the gates open. Nationally, there is a trend toward removing dams, as is the case with the success of the North Avenue Dam where biological diversity is well documented. Alternative 2 has the least capital cost and no operating cost.

Alternative 2 provides recreational opportunities that are more conducive to a river, such as kayaking and canoeing. Based on similar projects where a dam was removed, the recreational opportunities were either constant or improved after the dam was removed, but the types of recreation changed from boating to kayaking and canoeing.

Alternative 4 provides a compromise between Alternatives 1A and 2. An impoundment would be created for boating and for the aesthetics of an impoundment. The water depth is less than Alternative 1A, but provides recreational opportunities for boating. The costs for this alternative are similar to Alternative 1A for capital, but have lower operational costs.

3.9.2 Conclusions and Recommendations

Conclusions and recommendations will be provided after the August 2014 Public Information Meeting in order to obtain additional public input on the alternatives.

AECOM

LOCATION MAP

ESTABROOK DAM
MILWAUKEE COUNTY, WISCONSIN

DRN	PROJECT NO.	DATE	
CFF	60135722	4/15/2014	FIGURE 1

4/11/2014
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Estabrook Dam – Environmental Assessment Update

Milwaukee County Parks, Energy, and Environment Committee Meeting
July 22, 2014

AECOM

Presenters

- Kevin Haley, PLA, Milwaukee County
- Don Pirrung, P.E., PH, AECOM

Environmental Assessment

- National Environmental Policy Act (NEPA) and Wisconsin Environmental Policy Act (WEPA)
- Agency input:
  - DNR
  - SEWRPC
  - Bureau of Land Management (BLM)
  - US Fish & Wildlife Service
  - US Army Corps of Engineers
- Comprise Technical Advisory Team

Environmental Assessment Objectives

- Address alternatives to the dam
- Evaluate alternatives based on NEPA and WEPA criteria
- Solicit public input on scoping process and alternatives

Environmental Consequences

- Physical
- Biological
- Wildlife
- Fisheries
- Water Resources
- Water Depth
- Plant Community
- Endangered Resources
- Cultural
- Land Use
- Socio / Economic
- Archaeological / Historical
- Other State Resources
- Summary of Adverse Impacts That Cannot be Avoided

Identification of Alternatives

- Proposed Action – Rehabilitate the Dam
- Alternative 1A – Rehabilitate the Dam and Add Fish Passage
- Alternative 2 – Abandon and Remove the Dam
- Alternatives 3 and 3A – Abandon and Remove the Dam, Providing a Rock Ramp to Facilitate Fish Passage
- Alternative 4 – Gated Spillway Removed, Serpentine Overflow Spillway Lowered, and 6.3-Foot High Rock Ramp Constructed
- Alternative 5 – No Action
- Alternative 6 – New Dam

Estabrook Dam Aerial View, with Features

Proposed Action – Rehabilitate the Dam

- Structural improvements
- Upgrading gates
- Tree removal at dam structure
- County Board voted to implement Proposed Action in 2010
- Need to address NEPA/WEPA and alternatives
- Alternative 1A – Same as Proposed Action plus Fish Passage

3. 28. 2005

Alternative 2 – Abandon and Remove the Dam

- Restore the river to a free flowing condition
- Under normal flow, similar to existing conditions
- Under flood flows, river levels will be lower than with the dam and gates open
- Sediment would not accumulate
- Eliminates the impoundment upstream
- Provides for kayaks and canoes but not boats
- Aesthetics of a free flowing river
- No annual O&M cost results in substantial savings to County
- Least capital cost of alternatives
- Fish passage

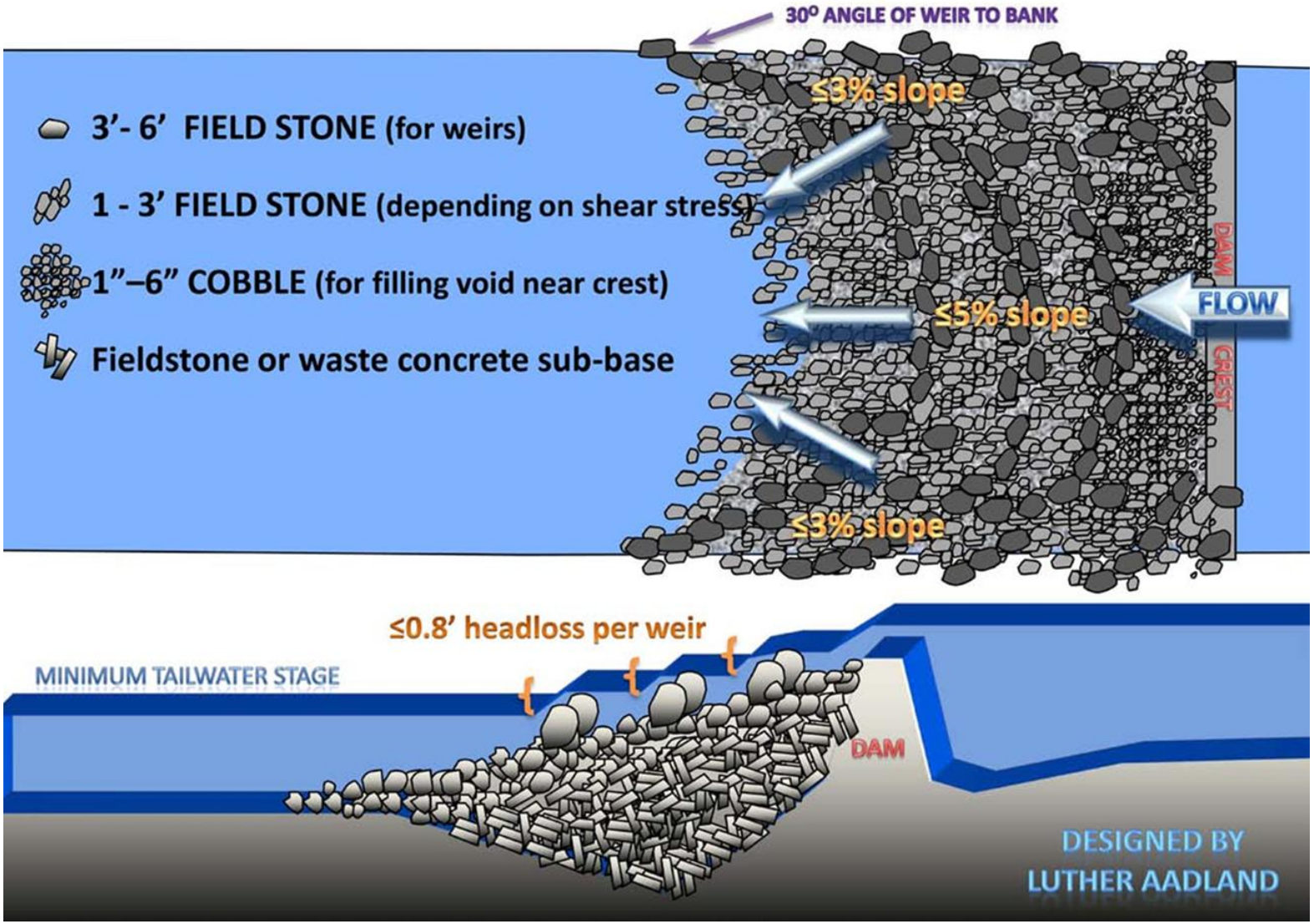

Figure 54. Generalized conceptual design of the Rock Arch Rapids. *Reconnecting Rivers: Natural Channel Design in Dam Removals and Fish Passage*, p. 48. Minnesota Department of Natural Resources Ecological Resources Division, 2010.

Figure 91. Rapids replacing dam to provide grade control and facilitate fish and canoe passage. *Reconnecting Rivers: Natural Channel Design in Dam Removals and Fish Passage*, p. 80. Minnesota Department of Natural Resources Ecological Resources Division, 2010.

Alternative 4 – Gated Spillway Removed, Serpentine Overflow Spillway Lowered, and 6.3-Foot High Rock Ramp

- 10 gates removed
- Provides a more natural setting
- Provides impoundment
- Classified as a dam by DNR
- Less O&M than Alternative 1A
- Less capital cost than Alternative 1A
- Fish passage

Feasible Alternatives

- Alternative 1A – Rehabilitate the dam and add fish passage
- Alternative 2 – Abandon and remove the dam
- Alternative 4 – Gated spillway removed, serpentine overflow spillway lowered, and a 6.3-foot high rock ramp

June 5, 2014 – Public Scoping Meeting

- Presentation on EA Alternatives
- 100 attended
- Public comments solicited on County website
- Letters from public

Public Scoping Meeting Comments

- 125 comments on website
- 2 letters
- 73 responses favored repair to dam
- 31 responses endorsed removing the dam
- 5 responses endorsed rock ramp
- The rest provided general comments

Public Comments

- Provide public boat launch upstream
- Dam provides flood protection, other alternatives do not
- Dam provides boating, canoeing, and kayaking
- Existing river levels allow limited canoeing

Public Comments

- Impoundment directly benefits about 350 property owners, County tax payers end up paying long-term costs
- Remove the dam
- Environmentally, dam removal is the best, long-term solution

Public Comments

- Provide fish passage to benefit fish, mussels, and ecosystem
- Provide cost information on all feasible alternatives, including construction and long-term operation and maintenance
- Address indirect effects on other projects such as $8 million invested in fish passage projects in Ozaukee County
- Address flooding, collection of debris, and County's ability to respond to flood events

Project Costs

Alternative	Estimated Capital Cost	Annual Estimated O&M Cost
1A – Rehabilitate Dam, Fish Passage	$2,518,000	$160,000
2 – Remove Dam	$1,674,000	$0
4 – Rock Ramp at Dam, Fish Passage	$2,419,000	$55,000

Funding

1. County has $1,600,000 Bonding Capacity through annual budget process
2. WDNR Municipal Dam Grant Program: $400,000 for dam repair
3. Wisconsin Stewardship Fund: Up to $1,000,000 available for dam repair, dam removal, and fish passage
4. US Fish & Wildlife authorized a grant for $220,000 for fish passage
5. Annual O&M Costs – County responsibility

Present Worth Analysis

Alternative	Estimated Capital Cost	Present Worth O&M Cost	Total Present Worth
1A – Rehabilitate Dam, Fish Passage	$2,518,000	$2,616,000	$5,134,000
2 – Remove Dam	$1,674,000	$0	$1,674,000
4 – Rock Ramp at Dam, Fish Passage	$2,419,000	$899,000	$3,318,000

Alternative 2 – Lowest capital cost, no O&M cost, and lowest total present worth cost.

Present worth analysis based on 2% interest, 20-year period.