



Administrative Manual of Operating Procedures

Procedure #: 10.02.01	Procedure Title: Lease Repair and Maintenance Responsibilities			Revision #: 1
Original Issue Date: 12/03/2020	Revised Issue Date: N/A	Next Review Date: 12/03/2022	Responsible Department: Department of Administrative Services	
Statutory References: Wis. Stat. § 51.41(10) Wis. Stat. § 59.17(2)(b)3 Wis. Stat. § 59.52(6)			Ordinance References: MCO § 56.10	
Appendices: Appendix B – 10.02.01 LMS Training PowerPoint Appendix C – 10.02.01 Flowchart			Forms: Form 10.02.01(a) – Sample Lease Repair and Maintenance Responsibility Matrix	

1. OBJECTIVE

To establish County procedures regarding the repair and maintenance obligations of the County and Tenant in County facilities, as defined in the lease or an associated repair and maintenance agreement.

2. DEFINITIONS

- A. Construction. Any improvement, extension, or conversion of any kind carried out with respect to a County facility, whether to satisfy temporary or permanent requirements. Work necessary to produce a complete and usable facility or a complete and usable improvement to an existing facility.
- B. County Lease Manager (“Lease Manager”). The individual designated by the owner to administer, and monitor compliance with, the terms of the lease. The Lease Manager is the point of contact between tenant and landlord. For Parks and Airport Real Estate, this role shall be determined by the respective division. Except for Parks and Airport Real Estate, this role is the ED Division Lease Manager.
- C. DAS. The Milwaukee County Department of Administrative Services. DAS supports County departments by achieving high-quality, cost-effective, reliable, customer-oriented solutions in the areas of contracting, facilities, equipment, materials, fiscal management, risk management, and business development.
- D. ED Division. The Economic Development Division of the Department of Administrative Services.
- E. Facility Condition Assessment (“Assessment”). An analysis of the condition of a facility in terms of age, design, construction methods, and materials.
- F. Facilities Condition Assessment Program (“FCAP”). A unit of the DAS Facilities Management Division Architectural, Engineering and Environmental Services Section responsible for assessing and documenting the condition of existing County facilities and preparing reports of repair and maintenance requirements.
- G. Facility Equipment. Equipment and/or fixtures permanently attached to or built into a County facility, which are essential to or an integral part of the facility.
- H. Facility System. A component of a County facility, such as roofing, partitions, lighting, stairs, plumbing, or any other element that can be categorized with similar elements.
- I. Landlord. Any entity that owns real property and has the authority to grant a lease. Specific to Milwaukee County, DAS acting on behalf of the County for County Facilities and DAS Real Estate.

- J. Lease. Any written contract, instrument, or other document permitting the possession, occupancy, or use of County Property or of any real estate required for use by the County. A Lease does not include: (a) a contract for the use of land solely for agricultural purposes, or (b) a permit to use County Property for less than 24 hours, such as a park pavilion rental or athletic field rental.
- K. Maintenance. Work required to sustain a County facility to such a condition that it may be used for its designated purpose. The term includes work undertaken to prevent damage to a County facility that otherwise would be more costly to repair.
- L. Owner Department. Milwaukee County department with primary budget authority for facility maintenance and operation responsibilities.
- M. Preventive Maintenance (“PM”). Recurring, day-to-day, periodic, or scheduled maintenance activities or projects.
- N. Property. Real property, including without limitation, County buildings, airports, parks, highways, dam sites in parks, parkways, playgrounds, and any other real property or improvements thereon used or owned by Milwaukee County. Real property includes land, land rights, and facilities together with buildings, fixtures, affixed improvements, and structures (including linear structures). Real property does not include personal property.
- O. Repair. Construction on a County facility, facility system, or facility equipment to such a condition that it may effectively be used for its designated functional purpose.
- P. Responsible Party. The party indicated in the lease (either Milwaukee County or Tenant) that has defined responsibilities pursuant to the lease.
- Q. Service Level Agreement. Agreement between the client or customer and the service provider on performance, measurement and conditions of services delivery.
- R. Tenant. Any entity that accepts a leasehold interest in any County facility.

3. OVERVIEW

- A. Milwaukee County regularly enters into lease agreements with third parties for County facilities. The repair and maintenance requirements on those County facilities continue regardless of who is occupying the facility. This document formalizes the process for defining and tracking the responsibilities for repair and maintenance of the leased facilities.

4. PROCEDURE

- A. Joint Milwaukee County and Tenant Responsibilities
 - i. Milwaukee County and Tenant shall comply with applicable County Ordinances, building codes, state statutes, and federal regulations in the completion of the repairs and provision of maintenance for which each is responsible. This includes, without limitation, the public works bidding requirements applicable to each entity, if any. Typical Milwaukee County and Tenant financial, operational, repair, and maintenance responsibilities are to be delineated in the lease agreement, and may include:
 - a. Janitorial and cleaning services of the interior and exterior of the County facility to provide continuous, good, clean, and sanitary conditions, which may be spelled out in Service Level Agreements.

- b. Operation and preventive maintenance services of the County facility in accordance with the most current version of the [General Services Administration](#) *Preventive Maintenance Guide for Public Buildings*.
 - c. Minor and major repairs for those elements of the County facility defined in the lease agreement.
- ii. During lease negotiations and upon lease renewal, Milwaukee County and Tenant shall agree upon responsibilities for repair and maintenance and document the responsibilities on the Lease Repair and Maintenance Responsibility Matrix. The Lease Repair and Maintenance Responsibility Matrix shall be developed based on the recommendations in the most current version of the [General Services Administration](#) *Preventive Maintenance Guide for Public Buildings* and shall be attached to the lease.
- B. Tenant Responsibilities
- i. Tenant shall complete repair and maintenance activities as required in the lease.
 - ii. Tenant shall provide, at the annual anniversary date of the lease origination, copies of service agreements, service logs, test reports, and paid invoices for all maintenance activities for which the Tenant is responsible.
 - iii. Prior to starting repair work (or in the case of emergency repairs as determined by the Tenant, as soon as practical), Tenant shall notify the Lease Manager of scope and the anticipated timeframe for repairs to be completed by Tenant.
 - iv. Tenant shall notify the Lease Manager at the completion of repair work, to facilitate a review of the work by County facility staff.
 - v. Tenant shall provide copies of repair drawings, construction contracts, O&M manuals, and paid invoices for all repair activities within three months of written acceptance of the work by Milwaukee County.
 - vi. Tenant shall conduct inspections to document conditions of facility systems and facility equipment as required according to the Lease Repair and Maintenance Responsibility Matrix. Tenant shall notify the Lease Manager and Owner Department of the dates/times of the inspections. Tenant shall provide a copy of inspection reports to the Lease Manager, who shall file the inspection reports with the lease and forward a copy to FCAP.
 - vii. Tenant shall provide the completed inspection report to the Lease Manager prior to the end of the annual lease term.
 - viii. Tenant shall also provide copies of all inspection reports completed by municipal or other agencies with jurisdictional authority to the Lease Manager.
 - ix. Tenant shall provide written notice to Lease Manager of new or unforeseen repair and maintenance issues as soon as practical.
 - x. Tenant shall abide by the lease terms for non-compliance regarding maintenance and repair responsibilities. Tenant shall provide a written plan to address non-compliance issues to the Lease Manager for review and approval by County staff.
- C. Milwaukee County Responsibilities
- i. The Lease Manager shall prepare and attach the Lease Repair and Maintenance Responsibility Matrix to the lease agreement.

- ii. FCAP shall conduct facility condition assessments and provide a copy of the assessment report to the Tenant and the Lease Manager.
- iii. Milwaukee County shall provide written acceptance of repair activities to the Tenant. If, in the opinion of the County staff reviewing the repair work, work does not meet generally accepted industry standards, the Lease Manager shall notify Tenant and request a mutually agreeable remedy within the terms of the lease.
- iv. The Lease Manager shall consult with Tenant as requested on specific unforeseen repair and maintenance items, to determine the responsible party.
- v. The Lease Manager shall review submitted documentation for compliance with the terms of the lease agreement, and request clarification from FCAP and Owner Department as necessary.
- vi. FCAP shall notify the Lease Manager of any non-compliance issues regarding Tenant maintenance and repair responsibilities. The Lease Manager shall notify the Tenant of non-compliance issues and facilitate review and approval of the Tenant’s written plan to address the non-compliance issues.
- vii. FCAP shall file the submitted documentation electronically with the existing facility information.
- viii. Milwaukee County, at its sole discretion and if funding allows, may provide funding for a predetermined amount of time to fund repair and maintenance activities, for example, if Milwaukee County is undertaking improvements to the County facility at the time of the lease initiation.

5. REVISION HISTORY:

Rev. #	Summary of Changes	Date of Change	Author
1	<ul style="list-style-type: none"> • New procedure 	12/3/2020	Peter Nilles Adam Stehly Mark Rapant