



OFFICE OF THE COUNTY EXECUTIVE
Milwaukee County

SCOTT WALKER • COUNTY EXECUTIVE

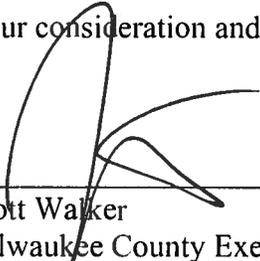


Date: May 3, 2010
To: Lee Holloway, Chairman, County Board
From: Scott Walker, County Executive
Subject: Appointment to the Milwaukee County Federated Library System Board

Subject to the confirmation of your Honorable Body and pursuant to the provisions set forth in Wisconsin Statutes Sec. 43.19 (1) (a), I am hereby appointing Attorney Stephanie S. Mares to serve on the Milwaukee County Federated Library System Board. Attorney Mares is filling the vacancy of Member of a Library Board last held by Mr. Ronald Tays whose term expired 12/31/09. The term for Attorney Mares will be for 3 years and will expire 12/31/12.

Attorney Mares's resume is attached for your review.

Your consideration and confirmation will be appreciated.



Scott Walker
Milwaukee County Executive

SKW:sh

Cc: Supervisor Elizabeth Coggs, Chairman-Finance and Audit Committee,
Milwaukee County Board of Supervisors
Terry Cooley
Delores Hervey
Steve Cady
Jim Gingery, Director MCFLS
Attorney Stephanie Mares

Stephanie S. Mares, J. D.

6180 Overlook Court
Greendale, WI 53129

Phone and Fax: (414) 421-7800
Home Phone: (414) 421-0702
Email: stephmares@gmail.com

SUMMARY

I have practiced law on at least a part time basis for the past 25 years. I have experience in many different areas of the law, but in each position I have held, I have always concentrated my practice on probate, real estate, condominium law, estate planning, municipal law, and corporate law. I am well organized, detail oriented and not afraid to take primary or sole responsibility on any matter.

In addition to practicing law, I served as a Trustee in the Village of Greendale from my first election in 1996 until I retired in 2007. As a Trustee, I served on the Public Welfare and Safety Committee, as Chair of the Public Works Committee, as Co-Chair of the Greendale Police Station and Municipal Court Facility Building Committee, as a member of the Board of Health, Co-Chair of "For a Healthier Greendale," on the Park and Recreation Team, as a Trustee on the Library Board and as Chair of the Finance Committee. After retiring as a Village Trustee, I have remained on the Library Board and have served as the President thereof for the last several years.

WORK HISTORY

- 1995-present** ***President/Sole Shareholder - Stephanie S. Mares, J. D., S. C.***
This is a small private practice concentrating in the areas of real estate, corporate, estate planning and condominium law, at which I work on a part time basis. Because this is a one person office, I have sole responsibility for all aspects of the practice.
- 1993-1995** ***Attorney, Hale and Lein, S. C.***
I worked two to three days per week, practicing in the areas of corporate law, condominium law, real estate law and other, more general areas of law. I had primary responsibility on corporate, real estate and condominium matters and support responsibility on most other matters.
- 1984-1991** ***Attorney, Peter N. Brusky and Associates, S. C.***
I worked slightly less than full time, practicing in the areas of corporate, real estate, estate planning, probate and family law. I had primary responsibility on all matters that I handled.

EDUCATION

- 1981-1984** J. D. Degree obtained in 1984, Marquette University College of Law
- 1977-1981** B. S. Degree in Business Administration obtained in 1981, Marquette University

STEPHANIE S. MARES
6180 OVERLOOK COURT
GREENDALE, WI 53129-2134
414-421-0702 or 414-421-7800
stephmares@gmail.com

April 14, 2010

Honorable Scott Walker
County Executive
Milwaukee County Courthouse
901 North 9th Street, Room 306
Milwaukee, WI 53233

Re: **Milwaukee County Federated Library System
Board of Trustees**

Dear County Executive Walker:

Thank you for considering my nomination to serve on the Milwaukee County Federated Library System (MCFLS) Board of Trustees.

I have been a member of the Village of Greendale Library Board of Trustees for several years, first as the Village Trustee appointee and then, after my retirement from the Greendale Village Board, as a citizen member. For the past three years I have also served as President of the Library Board. I have attached a resume so that you can see that I have extensive experience in municipal government. I am also a practicing attorney.

I would like to serve as a Trustee on the MCFLS Board because I am passionate about libraries. I believe that they are at the heart of a community. They serve as a gathering place, a safe haven for those in need of one, and a center for learning.

At the same time, I am mindful of the current economic conditions of Milwaukee County, the State of Wisconsin and the entire country and I know that funding for libraries is now and will remain a challenge. I realize that funding must first go to public safety, but it would be a tragedy to lose our libraries. This is why in Greendale, we are looking ahead and have recently formed a task force with our school district to determine ways to share services. Obviously, schools and libraries are natural partners and we are exploring how we can best deliver services to our patrons and our students in the most economical way.

Frankly, even though funding remains a challenge, I think this is actually a very exciting time for libraries. With the advent of computers, the internet, e-books, etc. I believe that libraries will look different in the future and I know that the most successful libraries are those that are looking at these changes now. In other words, those that are acting instead of waiting to react in the future. We have begun this process in Greendale and I would like nothing more than the challenge of being a part of that for the entire MCFLS.

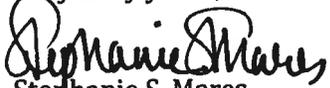
I am very excited about this opportunity and I hope that you will seriously consider me for the position. I would be happy to meet with you in person or speak to you by phone,

Walker letter
April 14, 2010
Page two

whichever is most convenient for you.

Thank you for your attention.

Very truly yours,


Stephanie S. Mares



UW
Extension
Cooperative Extension

Eloisa Gómez
Director

Milwaukee County
Cooperative Extension
9501 W. Watertown Plank Rd. Bldg. A
Wauwatosa, WI 53226-3552

414-256-4640
414-256-4646 (fax)

eloisa.gomez@ces.uwex.edu
http://milwaukee.uwex.edu

*Reasonable accommodations for
disabilities or limitations are available.*

*University of Wisconsin, U.S. Department
of Agriculture and Wisconsin counties
cooperating, UW-Extension provides
equal opportunities in employment and
programming including Title IX and ADA.*

2

DATE: April 26, 2010

TO: Supervisor Lee Holloway
Chairman of the County Board

FROM: Eloisa Gómez, Director
Cooperative Extension

RE: REQUEST FOR AUTHORIZATION TO EXECUTE A
PROFESSIONAL SERVICES CONTRACT FOR STAFFING
OF MILWAUKEE COUNTY COOPERATIVE EXTENSION

Background

Milwaukee County and the University of Wisconsin-Extension enter into a contract annually to provide professional staffing of the Milwaukee County Cooperative Extension office in the areas of Family Development, Youth Development, Horticulture and Community and Leadership Development. Within these agreements, the County provides for 40% of faculty and academic staff salary and fringe benefits and 100% of a county clerical assistant. Funding for travel reimbursement, a limited amount of hourly staffing and miscellaneous expenses is also provided by the county through this contract. In return, the University provides funding for 60% of faculty salary and fringe benefits and most professional development. The county's funding for this contract is provided in the 2010 adopted county budget for Cooperative Extension.

Through this contract, Milwaukee County residents have access to free or modestly priced programs such as food and nutrition education, youth development programming, and foreclosure prevention awareness. County-funded faculty receive ongoing professional development through its partnership with UW Cooperative Extension and research based information from the University system is shared with County employees who interface with the public on community issues on a regular basis.

In addition to faculty and academic staff hired through this contract, the county provides, through the normal county departmental budgeting procedures, funding for facility rental, clerical support and operational costs.

Action Requested

Approval of resolution authorizing the Chairman of the Parks, Energy and Environment Committee to execute a professional services contract with the University of Wisconsin-Extension for the period January 1, 2010 through December 31, 2010 in the amount of \$156,151.

Fiscal Impact

Approval of this resolution will result in the expenditure of \$156,151 of funding as appropriated in the adopted 2010 Milwaukee County budget for Cooperative Extension.

1 WHEREAS, the Director, Milwaukee County Cooperative Extension has requested that
2 the Chairman of the Committee on Parks, Energy and Environment, on behalf of Milwaukee
3 County, enter into the annual contract between Milwaukee County and the University of
4 Wisconsin-Extension for the period January 1, 2010 through December 31, 2010; and
5

6 WHEREAS, Milwaukee County and the Board of Regents of the University of
7 Wisconsin System contract annually for the delivery of programs supporting Youth, Families,
8 Communities, the Environment and Horticulture in Milwaukee County; and
9

10 WHEREAS, Milwaukee County residents have access to greater educational
11 programming as a result of the partnership between Milwaukee County and UW Cooperative
12 Extension; and
13

14 WHEREAS, the Director of Milwaukee County Cooperative Extension has prepared and
15 presented a contract for the period commencing January 1, 2010 through December 31, 2010 for
16 execution to the Chairman of the Committee on Parks, Energy and Environment; and
17

18 WHEREAS, the contract has been approved by the Milwaukee County offices of
19 Corporation Counsel, Risk Management and Community Business Development Partners; now,
20 therefore
21

22 BE IT RESOLVED, that the Chairman of the Committee on Parks, Energy and
23 Environment is hereby authorized and directed, on behalf of Milwaukee County, to execute the
24 contract between Milwaukee County and the University of Wisconsin-Extension, for delivery of
25 programs relating to Youth, Families, Communities, the Environment and Horticulture for the
26 period commencing January 1, 2010 through December 31, 2010, for which Milwaukee County
27 will pay the University of Wisconsin-Extension \$156,151 as set forth in the said contract.
28

29 FISCAL NOTE: Funding for this contract is included in the 2010 adopted Milwaukee
30 County Budget for Milwaukee County Cooperative Extension.
31
32

MILWAUKEE COUNTY FISCAL NOTE FORM

DATE: April 26, 2010

Original Fiscal Note

Substitute Fiscal Note

SUBJECT: REQUEST FOR AUTHORIZATION TO EXECUTE A PROFESSIONAL SERVICES CONTRACT FOR STAFFING OF MILWAUKEE COUNTY COOPERATIVE EXTENSION

FISCAL EFFECT:

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

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

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

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 resolution authorizing the Chairman of the Parks, Energy and Environment Committee to execute a professional services contract with the University of Wisconsin-Extension for the period January 1, 2010 through December 31, 2010, for \$156,151. This contract is based on the contracts from previous years; there are no substantive changes.

B. Milwaukee County and the University of Wisconsin-Extension enter into a contract annually to provide professional staffing of the Milwaukee County Cooperative Extension office in the areas of Family Development, Youth Development, Horticulture and Community and Leadership Development. Within these agreements, the County provides for 40% of faculty and academic staff salary and fringe benefits. Funding for travel reimbursement, a limited amount of hourly staffing and miscellaneous expenses is also provided by the county through this contract. In return, the University provides funding for 60% of faculty and fringe benefits. The county's funding for this contract is provided in the 2010 adopted county budget for Cooperative Extension.

C. Approval of this resolution will result in the expenditure of \$156,151 of funding as appropriated in the adopted 2010 Milwaukee County Budget for Cooperative Extension.

D. No assumptions or interpretations were used.

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

Department/Prepared By Carolyn Johnson, Assistant Director

Authorized Signature *Elnisa Jimenez*

Did DAS-Fiscal Staff Review? Yes No

COUNTY OF MILWAUKEE
DBE Participation Recommendation Form
Professional Services Notification per Chapter 42

County Contract/Project Manager: UW-Extension Date: 4/9/10
Building: 9501 W. Watertown Plank Rd. Bldg A Room No. _____ Phone: 256-4600
Fund: 0001 Agency: 991 Org No. 9910 Project No. _____
Project Name: Amendment NO. 1 to the contract between Milwaukee County and Board of Regents of the University of Wisconsin System
Work/Project Description (Scope): for professional staff of the University of Wisconsin Extension for the provision of Cooperative Extension programs in Milwaukee County
Government Funding (State, Federal)? Yes No _____ If Yes, Type/Dept. State
[State or Federal (i.e. UMTA, DOT, FAA, etc.)]

Is Project/Contract: New _____ Existing _____ Amendment Continuing _____ Extension _____ Non-Profit Y/N _____
If Non-profit, please provide confirmation of Non-Profit Agency _____

| | |
|-------------------------|------------------------------------------|
| <u>Estimated Amount</u> | <u>Recommended DBE Participation (*)</u> |
| <u>\$ 156,151</u> | <u>0</u> % |

Subcontracting Opportunities (List SIC/NAICS codes - see DBD-012PS A form) _____

RFP will be used (Yes/No) No Advertising Date: _____ Proposal Due Date: _____
County Board Approval Yes County Board Committee: Parks, Energy + Environment

(*) A Zero (0%) percent total requires a WAIVER. If Waiver is requested, please provide a detailed explanation and have the Department/Division Head sign below: This is a contract between the County and the University of Wisconsin Extension for Cooperative Extension programs as provided in ss. 59.56(3) of the Wisconsin Statutes. It is a contract between two state agencies. No subcontracts are involved.
Elvira Gomez
Department/Division Administrator

(DBD OFFICE USE ONLY) Indicate Determination and Return Copy to Writer

Concur with Recommendation: _____, or provide the following goal: _____ %

The contract is exempt from the DBE goal Yes _____ No _____

Approved: [Signature] Date: 4.22.2010

University of Wisconsin-Extension
Amendment No. 1 to Contract (Acct. #133-PRJ21RG)
Between Milwaukee County and
Board of Regents of the University of Wisconsin System

By this amendment, Milwaukee County (County), pursuant to the authority vested in the County Committee on Agriculture and Extension Education by sections 59.22(2)(d) and 59.56(3) of the Wisconsin Statutes, and the Board of Regents of the University of Wisconsin System, on behalf of the University of Wisconsin - Extension, Cooperative Extension Division (Extension), agree to amend their existing contract as follows:

1. Fiscal Period - The term of this amendment is: January 1, 2010 to December 31, 2010.
2. In consideration of the programs that Extension provides to the County under the contract, for the fiscal period of this amendment, the County agrees to pay Extension \$156,151. (For twelve-month contracts, there will be two billings: \$77,554 upon full execution of this amendment, and \$78,597 in September 2010.) The University of Wisconsin - Extension shall bill the County at (address): Milwaukee County Cooperative Extension, 9501 W. Watertown Plank Rd., Bldg. A, Wauwatosa, WI 53226-3552 attention: Carolyn Johnson. The County shall pay the amount billed within 30 days of the billing. This payment is allocated as follows:

| | |
|--------------------------------------------|------------------|
| Salaries of professional staff members | \$84,729 |
| Fringe benefits (detail attached) | 32,834 |
| Subtotal | 117,563 |
| LTE salaries & fringes | 24,500 |
| Travel and S&E | 14,088 |
| Total amendment amount to be billed | \$156,151 |

3. Insert the following paragraph in Section 4. Conditions:

F. In relation specifically to the County 4-H program, Milwaukee County agrees to provide volunteer leader coverage as offered through our liability policy with the Wisconsin County Mutual Insurance Corporation. The County will be afforded the opportunity to review and accept the annual activities of the 4-H Program as presented by the University of Wisconsin - Extension. If no comments are received from the County within 30 days of submission, the activities are deemed accepted. County recognizes that the 4-H program is an extension of the County and coverage is only afforded by special endorsement, and specific criteria must be as outlined by the 4-H activity list and a listing of approved volunteers. The liability coverage afforded is to be secondary to volunteer leader's personal insurance and subject to the terms and conditions of the policy.

By accepting this endorsement for coverage extension to the 4-H Program, the Wisconsin County Mutual Insurance Corporation, as the County's insurer, reserves the right to audit the records of the 4-H program to confirm that all coverage criteria is properly met.

All other sections of the existing agreement remain in force.

By: _____
County Representative

Date:

By: *Elaine Jones*
Milwaukee County Extension Director

Date: 4-26-10

By: _____
Richard Klemme, Dean/Director
Cooperative Extension

Date:

Board of Regents of
The University of Wisconsin System

By: _____
Contract Officer
University of Wisconsin-Extension

Date:

APPROVED AS TO FORM

John Schaefer
CORPORATION COUNSEL. 4/12/10

Reviewed:
Jan Smith 4/15/10
Director of Risk Management

APPROVED AS TO CHAPTER 42 DBE
PROVISIONS

Michael D. ... 4.22.2010

Milwaukee County CY2010 Budget

January 1, 2010 through December 31, 2010

133-PRJ21RG

| <u>Name</u> | <u>County Portion 1/1-6/30/10</u> | <u>County Portion 7/1-12/31/10</u> | <u>County FTE</u> | <u>TOTAL</u> |
|-------------------------------------|-------------------------------------------|--------------------------------------------|-----------------------|------------------|
| Brown, Demetrius | \$10,225 | \$10,225 | 0.40 | \$20,450 |
| McDonald, Edward | 11,381 | 11,640 | 0.40 | 23,021 |
| Morrissey, Sharon | 10,357 | 10,357 | 0.40 | 20,714 |
| Muhar, Cynthia | 10,102 | 10,442 | 0.40 | 20,544 |
| Salaries | \$42,065 | \$42,664 | 1.60 | \$84,729 |
| Fac/Acad Fringes | 16,195 | 16,639 | | 32,834 |
| Total Salaries & Fringes | \$58,260 | \$59,303 | | \$117,563 |
| LTE Salary & Fringes | | | | 24,500 |
| Travel and S&E | | | | 14,088 |
| Total | | | | \$156,151 |

Notes:

1. Faculty/academic staff salaries assume no pay increase on July 1, 2010.
2. Faculty/academic staff salaries reflect savings from 8 days of furloughs.
3. Salary figures for E. McDonald a \$4,000 market increase effective March 1, 2010.
4. Salary for C. Muhar assumes a promotion to Associate Professor effective March 31, 2010.
5. The faculty/academic staff fringe rate is 38.5% through June 30, and an projected 39% beginning July 1.

| | 1st Invoice | 2nd Invoice |
|-------------------------------------|--------------------|--------------------|
| Brown, Demetrius | \$10,225 | \$10,225 |
| McDonald, Edward | 11,381 | 11,640 |
| Morrissey, Sharon | 10,357 | 10,357 |
| Muhar, Cynthia | 10,102 | 10,442 |
| Salaries | \$42,065 | \$42,664 |
| Fac/Acad Fringes | 16,195 | 16,639 |
| Total Salaries & Fringes | \$58,260 | \$59,303 |
| LTE Salary & Fringes | 12,250 | 12,250 |
| Travel and S&E | 7,044 | 7,044 |
| Totals | \$77,554 | \$78,597 |

Milwaukee County CY2009 Reconciliation
 January 1, 2009 through December 31, 2009
 133-PRJ21RG

| <u>Personnel</u> | <u>Budget</u> | <u>Actual</u> | <u>Change</u> |
|----------------------------|-------------------------|-------------------------|------------------------|
| Brown, Demetrius | \$20,736 | \$20,060 | \$676 |
| Johnson, Carolyn | 6,263 | 3,066 | 3,197 |
| CNRED Educator | 13,600 | 8,113 | 5,487 |
| Morrisey, Sharon | 21,821 | 21,027 | 794 |
| Muhar, Cynthia | 20,573 | 19,820 | 753 |
| Fringes | 32,181 | 27,754 | 4,427 |
| LTEs (Salary & Fringes) | 26,977 | 16,210 | 10,767 |
| Student (Salary & Fringes) | 0 | 4,368 | (4,368) |
| Travel and S&E | 14,000 | 13,606 | 394 |
| Totals | <u>\$156,151</u> | <u>\$134,024</u> | <u>\$22,127</u> |

The excess of budget over actual expenditures was due to savings from mandated furloughs, revised funding splits for C Johnson, the later than anticipated start of the new CNRED Educator (E McDonald), and reduced spending for LTE and student salaries and fringes, and travel and S&E.

Date: April 30, 2010

To: Chairman L. Holloway
Supervisor E. Coggs
Supervisor G. Broderick

CC: Daniel M. Finley

**Subject: Report From MPM
Unaudited 1st Half Fiscal 2010 Financial Update**

Summary

The first half of fiscal 2010 has shown mixed results. While museum attendance has been up over 18% versus the prior year, theater and special exhibit attendance has been less than planned. Donations to the annual campaign are 12% below plan but MPM also received \$1 million in estate gifts to its endowment trust as permanently restricted funds. Sales in retail and facility rental operations are also down but we have also held operating expenses 9% below plan. Finally, improvements in the financial markets have provided paper gains of nearly \$0.3 million through February.

Programmatically, the major consuming activity was the development and construction of the Dead Sea Scrolls exhibit. This was an enormous undertaking that involved nearly every department in the museum.

Outside of this work, the Museum Programs area achieved the following over the last quarter:

- A total of 374 educational/public programs were delivered to 12,907 participants.
- Staff attended 9 conferences and workshops and presented 7 professional talks.
- Staff published 7 scientific papers. 2 more were in-press and 3 were submitted.
- 307 items were accessioned into the collections and 275 were accessioned into the library.
- 125 items were donated to the collections this quarter and 556 objects were cataloged.
- 69 objects were loaned to other institutions for research or exhibit purposes; more than 5,000 specimens for research projects were returned to loaning institutions upon completion.
- Staff served on 9 professional boards and 5 staff are adjunct at local universities.
- Staff reviewed 19 manuscripts for professional journals and two grant proposals.

Financial Results (unaudited)

Total unrestricted revenues in the first six months are \$7.3 million (see attached statements). The revenue includes \$1.2 million in net assets released from restriction. Released assets include \$0.5 million the Dead Sea Scrolls exhibit, \$0.4 million for debt reduction and endowment replenishment, and \$0.3 million for various exhibits and education programs.

Milwaukee Public Museum

Operating expenses of \$7.3 million are down \$0.7 million from plan. MPM took additional steps to keep wages and benefits in check. Non-represented staff members received no wage increases in the fall and have not since September 2008. In addition, many employees have voluntarily provided additional furlough days to reduce expenditures. 401k contribution and match benefits were suspended for the first 3 months of the current fiscal year.

Expenditures for capital and vendors have been managed below plan. Some of these are timing differences that have been delayed but not eliminated.

Through the first half, MPM has earned a positive \$421k in net assets.

Looking Forward

MPM opened the exhibition, *“The Dead Sea Scrolls and the Bible,”* January 22nd, 2010 and it will run through June 6th, 2010. We will use the summer to continue renovations to the museum’s HVAC systems and creation of the new permanent exhibit space on the 3rd floor. In October, the “Frogs” exhibit will open and run through January 2, 2011. We will also be opening a new major traveling exhibit in December which will be announced in the near future. Both of these exhibits should be well received by the community.

MPM continues work on its capital campaign and those efforts will continue over the next several years. This campaign will result in improvements to museum programs and facilities so we may continue to serve the community in new and exciting ways.

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

Sincerely,

Michael A. Bernatz

Michael A. Bernatz
Chief Financial Officer
Milwaukee Public Museum

Milwaukee Public Museum

| | YTD | YTD | | Prior Year | Prior Year |
|------------------------------------------------------------------------|------------------|------------------|--------------------|--------------------|--------------------|
| | Actual | Budget | Dev | Actual | Change |
| Revenue: | | | | | |
| Contributions and Membership | 1,741,672 | 1,988,829 | (247,157) | 2,152,339 | (410,667) |
| Special Event Revenue | 357,378 | 451,811 | (94,433) | 0 | 357,378 |
| Public Support | 1,751,188 | 1,801,188 | (50,000) | 1,751,834 | (646) |
| Admissions | 1,352,372 | 1,598,776 | (246,404) | 1,525,677 | (173,305) |
| IMAX/Planetarium | 355,945 | 498,915 | (142,970) | 516,678 | (160,733) |
| Programs | 72,746 | 94,795 | (22,049) | 72,013 | 734 |
| Restaurant and Facility Rental | 135,417 | 186,070 | (50,653) | 189,543 | (54,126) |
| Retail | 297,848 | 356,043 | (58,195) | 284,591 | 13,257 |
| Other income | 96,309 | 101,140 | (4,831) | 25,776 | 70,533 |
| Net assets released from restrictions | 1,158,603 | 1,496,159 | (337,556) | 1,029,508 | 129,094 |
| Total Unrestricted Revenue | 7,319,478 | 8,573,725 | (1,254,248) | 7,547,959 | (228,482) |
| Operating Expenses: | | | | | |
| Curatorial | 516,263 | 537,895 | (21,632) | 510,215 | 6,048 |
| Exhibits | 1,494,415 | 1,674,090 | (179,674) | 617,467 | 876,949 |
| Special Events | 119,008 | 146,603 | (27,595) | 0 | 119,008 |
| Imax/Planetarium | 404,659 | 460,929 | (56,270) | 380,778 | 23,881 |
| Programs | 274,309 | 347,701 | (73,392) | 314,490 | (40,181) |
| Restaurant and Facility Rental | 17,352 | 15,641 | 1,711 | 57,417 | (40,066) |
| Retail | 246,463 | 287,300 | (40,837) | 243,985 | 2,479 |
| Fundraising | 449,509 | 604,707 | (155,198) | 459,304 | (9,796) |
| Administrative | 1,417,266 | 1,427,244 | (9,978) | 1,350,975 | 66,292 |
| Facilities | 1,372,136 | 1,506,123 | (133,988) | 1,426,962 | (54,827) |
| Interest | 173,251 | 166,762 | 6,489 | 174,308 | (1,057) |
| Marketing | 218,612 | 237,358 | (18,746) | 198,944 | 19,668 |
| Depreciation | 673,813 | 675,864 | (2,051) | 675,565 | (1,751) |
| Total Operating Expenses | 7,377,056 | 8,088,217 | (711,161) | 6,410,409 | 966,647 |
| Inc (dec) in unrestricted net assets before non operating items | (57,578) | 485,509 | (543,087) | 1,137,550 | (1,195,129) |
| Non Operating Items: | | | | | |
| Pension & Post Retirement Benefits Expense | (311,804) | (298,575) | (13,229) | (350,623) | 38,820 |
| Investment Earnings | 116,488 | 0 | 116,488 | (402,698) | 519,186 |
| Total Non Operating Items | (195,316) | (298,575) | 103,259 | (753,321) | 558,005 |
| Inc (dec) in unrestricted net assets | (252,894) | 186,934 | (439,828) | 384,229 | (637,123) |
| Changes in Temporarily Restricted Net Assets: | | | | | |
| Contributions | 663,359 | 1,365,000 | (701,641) | 346,532 | 316,828 |
| Investment Earnings | 174,481 | 0 | 174,481 | (152,796) | 327,278 |
| Net assets released from restrictions for operations | (1,158,603) | (1,496,159) | 337,556 | (1,279,508) | 120,905 |
| Inc (dec) in temporarily restricted net assets | (320,762) | (131,159) | (189,603) | (1,085,772) | 765,011 |
| Changes in Permanently Restricted Net Assets: | | | | | |
| Contributions | 995,000 | 0 | 995,000 | 0 | 995,000 |
| Net assets released from restrictions for operations | 0 | 0 | 0 | 250,000 | (250,000) |
| Inc (dec) in permanently restricted net assets | 995,000 | 0 | 995,000 | 250,000 | 745,000 |
| Inc (dec) in Net Assets | 421,344 | 55,774 | 365,570 | (451,543) | 872,887 |
| Total Net Assets at Beginning of Period | 698,643 | 698,643 | 0 | 1,202,144 | (503,501) |
| Total Net Assets at End of Period | 1,119,987 | 754,417 | 365,570 | 750,601 | 369,386 |

Milwaukee Public Museum

| | Consolidated | Consolidated | | Consolidated | Prior Year |
|-------------------------------------------|---------------------|---------------------|------------------|---------------------|-------------------|
| | 2/28/10 | 8/31/09 | Change | 2/28/09 | Change |
| Assets: | | | | | |
| Cash and cash equivalents | 3,600,893 | 2,833,532 | 767,361 | 3,086,636 | 514,256 |
| Investments | 267,279 | 246,744 | 20,535 | 192,847 | 74,431 |
| Accounts Receivable | 28,313 | 52,537 | (24,224) | 62,808 | (34,496) |
| Contributions Receivable - Current | 743,101 | 1,230,249 | (487,148) | 1,104,575 | (361,474) |
| Due From Other Entities | 0 | 0 | 0 | 0 | 0 |
| Inventories | 171,186 | 145,803 | 25,383 | 125,094 | 46,092 |
| Prepaid Expenses | 231,202 | 196,935 | 34,267 | 264,870 | (33,668) |
| Total Current Assets | 5,041,973 | 4,705,800 | 336,173 | 4,836,831 | 205,142 |
| Other Assets: | | | | | |
| Cash and investments held for endowment | 5,548,141 | 3,955,285 | 1,592,856 | 1,789,050 | 3,759,091 |
| Contributions Receivable - Long Term | 1,032,719 | 1,032,719 | 0 | 2,682,505 | (1,649,786) |
| Beneficial Interest | 0 | 0 | 0 | 60,311 | (60,311) |
| Other Long Term Assets | 152,110 | 152,110 | 0 | 152,110 | 0 |
| Total Other Assets | 6,732,970 | 5,140,114 | 1,592,856 | 4,683,975 | 2,048,995 |
| Property & Equipment: | | | | | |
| Gross Property & Equipment | 29,348,263 | 29,241,342 | 106,921 | 29,833,673 | (485,410) |
| Less-Accumulated depreciation | (11,743,410) | (11,069,597) | (673,813) | (11,235,740) | (507,670) |
| Net Property & Equipment | 17,604,853 | 18,171,745 | (566,892) | 18,597,933 | (993,080) |
| Total Assets | 29,379,796 | 28,017,659 | 1,362,137 | 28,118,738 | 1,261,056 |
| Liabilities and Net Assets: | | | | | |
| Accounts Payable | 858,431 | 387,710 | 470,721 | 611,366 | 247,065 |
| Accrued Payroll & Benefits | 716,039 | 659,176 | 56,863 | 577,008 | 139,030 |
| Deferred Revenue | 1,254,177 | 1,025,709 | 228,468 | 1,190,431 | 63,747 |
| Interest Payable | 57,010 | 55,860 | 1,150 | 56,200 | 810 |
| Accrued Postretirement Benefits - Current | 87,123 | 87,123 | 0 | 80,131 | 6,992 |
| Notes Payable - Current | 121,713 | 121,713 | 0 | 119,343 | 2,370 |
| Capital Leases - Current | 22,436 | 22,436 | 0 | 21,521 | 915 |
| Total Current Liabilities | 3,116,929 | 2,359,727 | 757,202 | 2,656,000 | 460,929 |
| Capital Leases | 2,188 | 13,406 | (11,218) | 25,081 | (22,893) |
| Accrued Postretirement Benefits | 8,858,692 | 8,608,535 | 250,157 | 8,288,822 | 569,870 |
| Due to Other Entities | 0 | 0 | 0 | 0 | 0 |
| Notes Payable | 16,281,999 | 16,337,348 | (55,349) | 16,398,236 | (116,236) |
| Total Liabilities | 28,259,809 | 27,319,016 | 940,793 | 27,368,139 | 891,670 |
| Net Assets: | | | | | |
| Unrestricted | (5,614,567) | (5,361,673) | (252,894) | (6,735,023) | 1,120,456 |
| Temporarily Restricted | 3,106,261 | 3,427,023 | (320,762) | 4,852,330 | (1,746,069) |
| Permanently Restricted | 3,628,293 | 2,633,293 | 995,000 | 2,633,293 | 995,000 |
| Total Net Assets | 1,119,987 | 698,643 | 421,344 | 750,600 | 369,387 |
| Total Liabilities and Net Assets | 29,379,796 | 28,017,659 | 1,362,137 | 28,118,738 | 1,261,057 |

COUNTY OF MILWAUKEE

INTER-OFFICE COMMUNICATION

DATE: Monday, April 19, 2010

TO: Supervisor Lee Holloway, County Board Chairman

FROM: Charles Wikenhauser, Zoo Director

SUBJECT: **APPROVAL TO ENTER AN AGREEMENT WITH THE ZOOLOGICAL SOCIETY OF MILWAUKEE COUNTY FOR THE RENOVATION OF THE BONOBO OUTDOOR EXHIBIT**

ISSUE

Approval is requested to enter an agreement with the Zoological Society of Milwaukee County for the purpose of constructing a Bonobo Outdoor Exhibit at the Milwaukee County Zoo.

BACKGROUND

From approximately 1985-1995, the Zoo and Zoological Society agreed to a \$26 million capital program for the renovation and construction of new Zoo exhibits. The original design of the Apes of Africa exhibit complex included a Bonobo Outdoor Exhibit. However, due to budget constraints, the Bonobo Outdoor Exhibit was eliminated from the project.

The Zoo maintains the largest captive population of Bonobos. It has an international reputation as the leader in captive Bonobo management husbandry.

Recently, an anonymous donor contacted the Zoological Society with interest in funding the construction of a Bonobo Outdoor Exhibit. The Zoo and Zoological Society staff developed a preliminary design concept and cost estimate which was subsequently presented to the donor. The donor has agreed to fund the \$610,000 cost of constructing a Bonobo Outdoor Exhibit.

In accordance with the 1996 Memorandum of Understanding between Milwaukee County and the Zoological Society of Milwaukee County, the County and Zoological Society agree to enter into individual Project Agreements for all Zoo Capital Projects. The agreement is reviewed by Corporation Counsel and Risk Management offices. The agreement addresses source of funds, contract documents, project management, schedule, County provided services, indemnification and use of facilities.

RECOMMENDATION

Zoo staff recommends that the proposed Agreement with the Zoological Society of Milwaukee County for the construction of a Bonobo Outdoor Exhibit be approved.

FISCAL NOTE

The adoption of this resolution will not require additional expenditure of funds from the County's Capital Budget. The Zoological Society will pay to \$610,000 construction costs and reimburse the County for up to \$3,181.50 in DTPW staff costs. Addition of this exhibit will not require an increase of operating expenses.

Charles Wikenhauser
Zoo Director

C: County Executive Scott Walker
Supervisor Elizabeth Coggs, Chairman, Finance Committee
Supervisor Gerry Broderick, Chairman, Parks, Energy and Environment Committee
Cynthia Archer, Director, Department of Administration
Steven Kreklow, Fiscal and Budget Administrator
Sarah Jankowski, DAS, Fiscal and Management Analyst
Julie Esch, Senior Research Analyst, County Board
Vera Westphal, Deputy Zoo Director (Admin./Finance)
Bruce Beehler, DVM, Deputy Zoo Director (Animal Health/Management)
Sue Rand, Accounting Manager (Zoo)

From the Zoo Director, by recommending adoption of the following:

A RESOLUTION

WHEREAS, the November 27, 1996 adopted Memorandum of Understanding between Milwaukee County and the Zoological Society of Milwaukee County requires that a specific agreement will be executed for each new capital project at the Milwaukee County Zoo; and

WHEREAS, the 1985-1995 joint capital program originally included a Bonobo Outdoor Exhibit in the Apes of Africa Exhibit Complex, but was eliminated because of budget constraints; and

WHEREAS, an anonymous donor has provided to the Zoological Society funding for a Bonobo Outdoor Exhibit; and

WHEREAS, the Bonobo Outdoor Exhibit Project Agreement describes source of funds, contract documents, project management, project schedule, project County-provided services, Society-provided services, indemnification and use of facilities; and

WHEREAS, this Agreement will include design and construction of the Bonobo Outdoor Exhibit, which will increase and enhance the visitor experience and capacity of the Zoo; and

WHEREAS, this Agreement must be reviewed and approved by County's Corporation Counsel and Risk Management Coordinator, the Zoological Society's attorneys; and

WHEREAS, this Agreement has been concurred in by the Zoo Director and President of the Zoological Society; now, therefore,

BE IT RESOLVED, that the Director of the Milwaukee County Zoological Gardens is hereby authorized and directed to enter into the said Bonobo Outdoor Exhibit Agreement with the Zoological Society of Milwaukee County.

FISCAL NOTE: Adoption of this resolution will not require additional expenditure of funds from the County's Capital Budget. The Zoological Society will pay the \$610,000 construction costs and reimburse the County for up to \$3,181.50 in DTPW staff costs. Addition of this exhibit will not require an increase of operating expenses.

MILWAUKEE COUNTY FISCAL NOTE FORM

DATE: 4/19/10

Original Fiscal Note

Substitute Fiscal Note

SUBJECT: Bonobo Outdoor Exhibit

FISCAL EFFECT:

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

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

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

DESCRIPTION OF FISCAL EFFECT

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

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

A. From approximately 1985-1995, the Zoo and Zoological Society agreed to a \$26 million capital program for the renovation and construction of new Zoo exhibits. The original design of the Apes of Africa exhibit complex included a Bonobo Outdoor Exhibit. However, due to budget constraints, the Bonobo Outdoor Exhibit was eliminated from the project.

B. Recently, an anonymous donor contacted the Zoological Society with interest in funding the construction of a Bonobo Outdoor Exhibit. The Zoo and Zoological Society staff developed a preliminary design concept and cost estimate which was subsequently presented to the donor. The donor has agreed to fund the \$610,000 cost of constructing a Bonobo Outdoor Exhibit.

C. The Exhibit is an outdoor structure with no utilities. Present Zookeeper staff will maintain the exhibit, current operating budget includes animal food for the bonobo collection.

Department/Prepared By Milwaukee County Zoo, Charles Wikenahuser

Authorized Signature _____

Did DAS-Fiscal Staff Review? Yes No

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.

BONOBO OUTDOOR EXHIBIT PROJECT AGREEMENT

THIS BONOBO OUTDOOR EXHIBIT PROJECT AGREEMENT is entered into this ___ day of _____, 2010 by and between the **ZOOLOGICAL SOCIETY OF MILWAUKEE COUNTY**, a Wisconsin not-for-profit corporation (the “Society”), and **MILWAUKEE COUNTY**, a Wisconsin municipal corporate body, represented by its Director of County Zoo (the “County”).

RECITALS

A. The County owns a zoological garden known as the Milwaukee County Zoo (the “Zoo”).

B. The Society is a private, non-profit corporation who, in furtherance of its mission to promote conservation, education, exhibition of animals, research and recreation through fundraising and volunteerism, aids the County in the operation, maintenance and development of the Zoo and its animal collection.

C. Because of budget constraints, a previously designed Outdoor Bonobo Exhibit was eliminated from the 1992 Apes of Africa construction project.

D. The Zoo and Society agree that the Bonobo Outdoor Exhibit would be beneficial to the Zoo’s bonobo collection and of great interest to Zoo visitors.

E. The Society has received from an anonymous donor funds for the construction a Bonobo Outdoor Exhibit (the “Project”) for a total cost Six Hundred Ten Thousand Dollars (\$610,000).

AGREEMENT

1. **PROJECT.** The Society shall construct the Project in the Zoo at the location depicted on Exhibit A (the “Building Site”) in accordance with certain “Final Plans and Specifications,” which will be prepared by XXXXXXXXX, the design/build contractor (the “Contractor”), and in accordance with all applicable building codes, statutes and ordinances.

2. PLANS AND SPECIFICATIONS.

(a) **Preliminary Plans.** The Architect shall prepare preliminary plans dated XXX, 2010 (the “Preliminary Plans”), as may be further modified in accordance with the written agreement of the County and the Society. The Preliminary Plans shall be submitted for approval to The Milwaukee County Department of Transportation and Public Works (the “DTPW”), who will review the Preliminary Plans for aesthetics, public health and life safety standards, ADA accessibility and general building code compliance. DTPW approval shall be deemed to have been granted within five (5) business days of submission unless the DTPW shall within such five (5) business days provide the Society with specific objections thereto in writing.

(b) Final Plans and Specifications. The Final Plans and Specifications for the Project will be prepared in accordance with Preliminary Plans, as the same may be modified in response to DTPW objections or comments, and shall include information regarding cost, integration of the Project into the Zoo, siting, landscaping, design, equipment, plans, specifications and construction. The Final Plans and Specifications shall be submitted to DTPW for review, comment and recommendation based on compliance with the Project scope of work in the Preliminary Plans, and DTPW shall recommend approval within five (5) business days of submission or DTPW shall within such five (5) business days provide the Society with specific objections in writing. The Final Plans and Specifications shall also be submitted to the County for its approval, which shall be granted within ten (10) business days of submission, or the County shall within such ten (10) business days provide the Society with specific objections in writing. Any modifications of the Final Plans and Specifications in response to DTPW's or the County's objections shall be resubmitted and approved in the same manner above. In the event of a dispute over the content or interpretation of the Final Plans and Specifications, the County and the Society shall mutually select and pay for a third-party registered architect to settle such dispute and the decision of such third-party architect shall be final. In the event that the County and the Society cannot agree upon a third-party architect, then the County and the Society shall each designate a third-party architect and those architects shall select a third architect who shall settle such dispute.

(c) DTPW Project Architect. The DTPW representative conducting the review of the Preliminary Plans and the Final Plans and Specifications will be Philip Hung ("DTPW Project Architect"). In addition, the DTPW Project Architect shall conduct monthly observation visits to inspect for general compliance with the Final Plans and Specifications and general compliance with building codes and public health and safety standards. (See Exhibit B for the cost and scope of services of the DTPW Project Architect.) The building codes and public health and safety standards shall be enforced by the City of Milwaukee building inspectors. The Society will reimburse DTPW for the DTPW Project Architect services hereunder based on the hours spent on the Project at a rate not to exceed \$127.26 per hour for a total reimbursement related to the Project not to exceed \$3181.50. DTPW shall provide the Society documentation of all hours spent on the Project by the DTPW Project Architect on a monthly basis. Any amounts reimbursed by the Society for the DTPW Project Architect shall be included in the Society Contribution under Section 7.

(d) Changes. No changes in the Final Plans and Specifications shall be made except upon a written change order executed by both the County and the Society.

ACCESS AND POSSESSION.

The County hereby grants to the Society, its agents, employees and contractors, an irrevocable, non-exclusive license for access to the Building Site over and upon the driveways, parking areas, and walkways of the Zoo and related facilities. Further, the County hereby grants to the Society, its employees, contractors and agents, an irrevocable, exclusive license for possession of the Building Site during the Project until Substantial Completion. Notwithstanding the foregoing, the County shall have access to the Building Site upon reasonable prior notice to the Society for purposes of inspecting the same as provided in this Agreement.

3. **PROJECT MANAGER.** John Heindel, Vice President of Finance and Administration, or his designee, shall serve as the Zoological Society's Project Manager ("Project Manager"). Charles Wikenhauser, Zoo Director, or his designee, shall serve as the Zoo's Project Manager. The direction and supervision of the working forces, rests exclusively with the Society, and such contractors and others designated by the Society, and the County agrees not to issue any instructions to, or otherwise interfere with the same. The County shall not negotiate for additional work with the subcontractors nor engage other builders or subcontractors except with the Society's prior written consent, and then only in such a manner as will not interfere with the Society's completion of the Project. The Zoological Society Project Manager, in consultation with the Zoo Project Manager, shall have the authority to make on-site decisions during the course of the Project, provided that the Final Plans and Specifications shall not be materially changed without the County's written consent. The Zoological Society Project Manager, and such other Society employees who are involved in the Project as the County may reasonably request, shall meet with the County periodically at mutually agreeable times to discuss the progress of the Project.

4. **DESIGN/CONSTRUCTION MANAGER.** The Society shall hire a reputable design/construction company (the "Construction Manager") mutually agreed upon by the Society and the Zoo to act as the design/construction manager for the Project. The Construction Manager will act as the Society's general contractor and shall be the initial interpreter of the Final Plans and Specifications. The County's construction management responsibilities will be limited to an advisory role to the Zoo based on the DTPW Project Architect's observation visits described at Section 2(c) and Exhibit B. The DTPW Project Architect shall receive, soon after execution, executed copies of the contract for "Construction Manager" (between design/build company and the Society; hereinafter, the "Construction Contract").

5. **CONSTRUCTION.** The Society shall commence work on the Project within Thirty (30) days after the Zoo, DTPW and the Society have all approved the Final Plans and Specifications (the "Approval Date"), unless the Society is prohibited from commencing construction because of a Force Majeure Event, as provided below. Subject to Force Majeure Events, the Project shall be Substantially Completed on or before 180 days after the Approval Date. Delays caused by the County or by strikes, work stoppages, labor or material shortages, weather conditions, changes required by governmental bodies which the Society could not reasonably anticipate, acts of God, or by any other causes beyond the reasonable control of the Society shall be "Force Majeure Events." Failure to complete the Project within the prescribed time periods will not be sufficient cause for the County to terminate or void this Agreement or give rise to any claim for compensation by the County. Any Force Majeure Event shall extend the time for completion by the number of days of delay caused by such Force Majeure Event. Failure to complete the Project within the prescribed time periods will not be sufficient cause for the County to terminate or void this Agreement or give rise to any claim for compensation by the County.

6. **PROJECT COSTS.** The total estimated cost of the Project is Six Hundred Ten Thousand Dollars (\$610,000). Unless otherwise requested by the County during construction of the Project, the Society shall pay the total cost of the Project, and all amounts expended on the Project.

7. **DISADVANTAGED BUSINESS ENTERPRISE (DBE) UTILIZATION.** The Society shall use reasonable efforts to cause its contractors to establish Disadvantaged Business Enterprise (DBE) participation goals, consistent with Milwaukee County DBE goals of 25% for construction and 17% for professional services, for the planning, development and construction of improvements and to use good faith efforts to achieve those goals. The Milwaukee County Community Business Development Partners shall assist the Society in soliciting potential DBE vendors for the improvements and monitor such goal attainment. County's contact regarding DBE participation is Frieda Webb, Director, CBDP, at 414-278-5248. The County will provide an annual DBE report to the CBDP office during the year of construction.

8. **BUILDING SITE CONDITIONS.** The Society shall perform soil testing as agreed upon between DTPW and the Society prior to the construction of the project. In the event abnormal Building Site conditions are encountered in conjunction with the Project, the Society may elect to stop construction on the Project. If the County is not willing to pay the cost of any additional work or materials related to such abnormal Building Site Conditions, the Society may elect to terminate this Agreement in writing. In the event the Society elects to terminate this Agreement, the Society shall transfer ownership of the Project in its then current state of construction to the County, the County agrees to accept the same. "Abnormal Building Site Conditions" may include, but not be limited to the following: abnormal soil conditions, removal of trees, providing fill or cutting to grade, trucking excess fill, frost breaking, water pumping, concrete pumping, excavation cave-in corrections, snow removal and any related costs to the foregoing. The Society shall not be responsible for unknown or unforeseen subsoil conditions that could affect the structure or laterals.

9. **SUBSTANTIAL COMPLETION.** The date of "Substantial Completion" shall be the date on which both the Architect's and Construction Manager's have certified that the Project is substantially complete in accordance with the Final Plans and Specifications and the Society has obtained an occupancy permit from the City of Milwaukee. Within fifteen (15) business days after the date of Substantial Completion, the Society shall transfer ownership of the Project to the County by quit-claim bill of sale ("Transfer of Ownership") and the County shall be deemed to accept the Project in the condition existing on the date of the Transfer of Ownership, and, but for the punchlist items under Section 11, the Society shall have no further obligations with respect to the Project. Further, upon Transfer of Ownership, the Society shall assign any warranties of the Construction Manager provided in the construction contract between the Construction Manager and the Society (the "Construction Contract") to the County, and deliver all record (as built) drawings (1 hard copy and 1 electronic copy) in the format as specified in Section H of the County's Standard Terms for Consultant Agreement for Professional Services, other warranties, O&M equipment manuals and equipment test results related to the Project to the County. Upon the Transfer of Ownership, the County shall be and remain the sole Owner of the Project.

10. **PUNCHLIST.** Within five (5) business days after Substantial Completion, the County, the Society, the Architect and the DTPW Project Architect shall prepare a punchlist (as that term is used in the construction industry) of items to be completed or corrected by the Society. The Society agrees to have the Construction Manager complete and/or correct such punchlist items within a commercially reasonable period of time, absent Force Majeure Events.

11. **WORK STOPPAGE; TERMINATION.** If the work on the Project shall be stopped by the order of the County, any court or other public authority, the Society shall have the right to stop work or terminate this Agreement. If at any time the Society and the County cannot resolve a dispute regarding the Project including, without limitations, objections by DTPW or the County to the Final Plans and Specifications, the Society shall have the right to stop work or terminate this Agreement. In the event this Agreement is terminated for any reason, the Society shall transfer ownership of the Project in its then current state of construction to the County and the Society shall have no further obligations with respect to the Project, the County shall accept the same, and the Society shall be credited with the sums expended on the Project by the Society up to the termination date toward the Society's financial support of the Project.

12. **NO ADDITIONAL WORK.** Except to the extent described herein, the Society has no obligation to do or pay for any work related to the Project.

13. **LEASE.** The County agrees to lease to the Society the Building Site as described in Exhibit A and incorporated herein by reference, during the construction of the Project for the sum of One Dollar (\$1.00) per year.

(a) Access and Parking. The Society is hereby granted access over and upon the grounds of the Zoo in order to access the Project. In addition, the Society, its employees, agents and contractors are hereby granted reasonable rights to park in the parking areas at the Zoo during the construction of the project. The County shall have the right to enter any portion of the Project for emergency purposes. The Society shall provide to the County the respective keys or security codes for this entry.

(b) Utility Charges. During the construction of the project and the term of the Exclusive Use, the County shall provide and pay for reasonable utilities to the Project for the Society's use.

(c) Maintenance. Upon acceptance of the Project, the County shall, at its sole cost and expense, keep and maintain, repair and, when necessary, replace the Project and all portions thereof (including all improvements) in good condition, repair, and order, including, but not limited to, fixtures, building systems and utilities. The County's obligations hereunder include all interior and exterior, structural and non-structural, ordinary and extraordinary, replacements or alterations. The County shall be responsible for all landscaping and lawn maintenance, repair and replacement, including, without limitation, all snow and ice removal from all driveways, parking areas and sidewalks on or adjacent to the Project.

(d) Insurance.

(i) The County and Society shall each maintain respectively at its expense throughout the construction period comprehensive public liability and property damage insurance, against bodily injury liability and property damage liability. Such policy or policies shall be in amounts of not less than an aggregate of Five Million and No/100 Dollars (\$5,000,000.00) for all personal injuries or property damage in a single occurrence. Such insurance shall be written on an "occurrence" basis and not on a "claims made" basis.

(ii) During the Project, the Society shall purchase and maintain at its expense property insurance, written on a Builders Risk or "all risk" policy, in the amount of the full replacement cost of the Building. Following acceptance of the Building, County shall maintain Property Insurance for not less than it's full insurable value on a replacement cost basis.

(iii) The Society and County insurance policies covered hereunder shall provide for a waiver of subrogation by the insurer as to claims against the other party to this Agreement, its officers, employees, and agents. The waiver of subrogation shall not apply to the County's property insurance policy or insurer.

(iv) To the extent permitted by law, the County and the Society hereby waive any and all claims against each other for damage to or destruction of any improvements upon the Project (whether or not resulting from the negligence of the other party) that are covered by insurance which the Society or the County carries pursuant to this Agreement.

(v) The waiver of subrogation shall not apply to the Society's contractors. The Society shall cause its Contractors to purchase, evidence and maintain policies of insurance and proof of financial responsibility to cover costs as may arise from claims for damages to property of and/or claims which may arise out of or result from Contractors activities, by whom ever performed, in such coverage and amounts as required and approved by the County. Acceptable proof of such coverage shall be furnished to the County and Society prior to commencement of activities under this agreement. A Certificate of Insurance shall be submitted for review for each successive period of coverage for the duration of this agreement, unless otherwise specified by the County.

Contractor shall provide evidence of the following coverage and minimum amounts:

| Type of Coverage | Minimum Limits |
|--------------------------------------------------------------------------------------------------------------------------------------------------------------|------------------------------|
| Wisconsin Workers Compensation | Statutory |
| Employers Liability & Disease | \$100,00/\$500,000/\$100,000 |
| General Liability (including Contractual Liability, Premises Operations, Independent Contractor's Protective, Broad Form Property Damage) | |
| Bodily Injury & Property Damage | \$1,000,000 Per Occurrence |
| To include Personal Injury, Fire, Products and Completed Operations | \$2,000,000 Aggregate |
| Contractual Liability and X,C, and U | |
| (Products and Completed Operations to be maintained for 2 years after final payment, Broad Form Property Damage Coverage shall include completed operations) | |
| Professional Liability | |
| Errors & Omissions | \$1,000,000 Per Occurrence |
| (required for Architects and Engineers) | |

Automobile Liability

| | |
|---------------------------------------------|--------------------------|
| Bodily Injury & Property Damage | \$1,000,000 Per Accident |
| All autos-owned, non-owned and/ Or hired | |

Except for Worker's Compensation, Employers Liability and Professional Liability, the County and Society shall be named as additional Insureds in the general and automobile liability policies as its/their interests may appear as respects the services provided in this agreement. A thirty (30) day written notice of cancellation or non-renewal shall be afforded to the County and Society.

(e) Failure by County. If the County fails to perform any of its obligations under this Section 13, then the Society may, at its option, but shall not be obligated to, upon ten (10) days prior written notice, correct such failure for the account and at the expense of the County. Any sum or sums so paid by the Society, together with interest at the annual rate of twelve percent (12%), and all costs and damages, shall be due by the County to the Society within ten (10) days after demand.

14. **USE OF FACILITIES AND NAMING RIGHTS.** Upon the transfer of ownership of the Project by the Society to the County, the County shall be and remain the sole owner of the Project. The County agrees to maintain and staff such Project facilities and make designated public space available for the use of the Society members and general Zoo visitor for the reasonable, useful life of the facilities. In addition, the County and the Society shall have reasonable access and use of the Project facilities' designated public space, rent-free, for events held or operated for the promotion of the Zoo or the Society. The County agrees that the Society is hereby granted the exclusive right to name the Project and/or parts thereof (by use of a single name or multiple names), and upon such name designation by the Society, the County will thereafter, during the reasonable, useful life of the Project, refer in public to the same by such name or names. The County will allow the Society to erect and maintain suitable nameplates or other identifying signage as may be reasonably requested by the Society to effectuate such naming designation. The County shall execute such agreements as may be reasonably requested by the Society to confirm such naming rights.

15. **INDEMNIFICATION.**

(a) The Society agrees to indemnify, defend and hold harmless the County, its officers, agents, and employees, from and against any and all claims, demands, causes of action, suits, proceedings, liabilities, damages, losses, costs, and expenses, including reasonable attorneys' fees, caused by, incurred, or resulting from the negligence or willful misconduct of the Society or its officers, employees, or agents relating to the Society's construction of the Project.

(b) In accordance with applicable law, the County shall be responsible for defending and paying judgments on behalf of its officers, employees and agents for any claims that may arise out of the County's, its employees' or agents' negligence for acts, policies or directives relating to the Zoo and/or the Project. Milwaukee County's liability shall be limited by Wisconsin State Statutes §§345.03(3) for automobile and §§893.80(3) for general liability.

16. **WAIVER AND AMENDMENT.** No provision of this Agreement shall be deemed waived or amended except by a written instrument unambiguously setting forth the matter waived or amended and signed by the party against which enforcement of such waiver or amendment is sought. Waiver of any matter shall not be deemed a waiver of the same or any other matter on any future occasion.

17. **JOINT VENTURE.** None of the agreements contained herein is intended, nor shall the same be deemed or construed, to create a partnership between the County and the Society, to make them joint venturers.

18. **CAPTIONS.** Captions are used throughout this Agreement for convenience or reference only and shall not be considered in any manner in the construction or interpretation of this Agreement.

19. **SEVERABILITY.** If any of the terms or provisions contained herein shall be declared to be invalid or unenforceable by a court of competent jurisdiction, then the remaining provisions and conditions of this Agreement, or the application of such to persons or circumstances other than those to which it is declared invalid or unenforceable, shall not be affected thereby and shall remain in full force and effect and shall be valid and enforceable to the fullest extent permitted by law.

20. **CONSTRUCTION.** This Agreement involves property located within the State of Wisconsin and shall be construed according to the laws of the State of Wisconsin.

21. **ENTIRE AGREEMENT.** This Agreement constitutes the entire agreement between the parties with respect to the subject matter hereof, and there are no other representations, warranties, or agreements except as herein provided.

22. **COUNTERPARTS.** This Agreement may be executed in one or more counterparts, each of which shall be deemed an original.

23. **BINDING EFFECT.** The terms and conditions of this Agreement shall be binding upon and benefit the parties hereto and their respective successors and assigns.

24. **ATTORNEYS' FEES.** In the event of litigation arising out of this Agreement, the prevailing party shall be entitled to court costs, out-of-pocket expenses and reasonable attorneys' fees from the unsuccessful party.

25. **ARBITRATION OF DISPUTES.** The parties agree that if a dispute involving damages in excess of Fifty Thousand Dollars (\$50,000) still remains unsettled for thirty (30) days after initial written notice of the dispute from one party to the other, then the dispute shall be referred to binding arbitration. In this event, the parties agree that any controversy or claim arising out of, or relating to this Agreement, or the breach thereof involving damages in excess of Fifty Thousands Dollars (\$50,000), shall be settled by binding arbitration in accordance with applicable rules of the American Arbitration Association then in effect. The parties shall mutually select an arbitrator. The parties agree that judgment upon the award rendered by the arbitrator(s) may be entered in any court having jurisdiction thereof. The parties agree that in any action, or arbitration claim, brought to interpret or enforce the terms of this Agreement, and

any written settlement agreements as described above, each party shall be responsible for its own costs.

IN WITNESS WHEREOF, the County and the Society have entered into this Agreement as of the date first above written.

SOCIETY:

**ZOOLOGICAL SOCIETY OF
MILWAUKEE COUNTY**, a
Wisconsin not-for-profit corporation

By: _____
Robert M. Davis, DVM, President

By: _____
R Thomas Dempsey, Chairman
Board of Directors

COUNTY:

MILWAUKEE COUNTY

By: _____
Charles Wikenhauser
Director, Milwaukee County Zoo

**Approved as to form and Independent
Construction Manager status by
Corporation Counsel**

By: _____
Print Name: _____
Date: _____

Reviewed by County's Risk Manager

By: _____
Jason Gates
Date: _____

**COUNTY OF MILWAUKEE
INTEROFFICE COMMUNICATION**

5

DATE: April 29, 2010

TO: Supervisor Lee Holloway, Chairperson, County Board of Supervisors

FROM: Jack Takerian, Interim Director of Transportation and Public Works
Sue Black, Director of Parks, Recreation and Culture

**SUBJECT: AWARD OF A PROFESSIONAL SERVICES AGREEMENT EXCEEDING
\$50,000 FOR ESTABROOK DAM STABILITY ANALYSIS**

POLICY

Per County Ordinance 56.30, the procedure of the Architecture, Engineering and Environmental Services Division (AE & ES) of the Department of Transportation and Public Works requires County Board approval for the award of a professional service agreement exceeding \$50,000 that is funded from an Operations Budget.

BACKGROUND

An engineering evaluation of the Estabrook Park Dam located on the Milwaukee River was completed in 2006. Along with documenting the condition of the dam, the evaluation included a brief stability analysis for the dam under various loading conditions. It was concluded that the dam was not stable under the condition of full pool with ice loading in the winter. In the 2010 Budget, the County Board identified \$200,000 in the 2010 Appropriations for Contingencies to fund a full stability analysis for the dam. A fund transfer was approved in the April 2010 Board cycle that moved the contingencies funding into the Parks operating budget.

AE&ES prepared a request for proposal (RFP) for professional design services for the 2010 Capital project WP069, Estabrook Dam Rehabilitation and Sediment Removal. The scope of service in the RFP included performing the stability analysis. The stability analysis will evaluate the dam under year round loading conditions, including full pool ice loading. For any loading conditions the dam is determined to be unstable, alternatives and cost estimates for stabilizing the dam will be developed.

The RFP was publicly advertised in the *Daily Reporter* with the proposals due on March 26, 2010. Four proposals were received. Based on evaluation criteria included in the RFP, AECOM was selected to provide the requested professional services.

AECOM's fee for completing the stability analysis is included in the overall fee for the dam rehabilitation and sediment removal professional services. The portion of the fee for performing the stability analysis to be funded from Parks operating budget is approximately \$58,215, which exceeds the \$50,000 limit for the administrative award of

Supervisor Lee Holloway

April 29, 2010

Page 2

professional services. Subsequently, Parks and AE&ES staff request County Board approval of the award of the stability analysis contract to AECOM.

RECOMMENDATION

To be compliant with County Ordinance 56.30 regarding the retention of professional service contracts funded from Operations Budgets that exceed \$50,000, the Director of DTPW and the Director of Parks, Recreation and Culture requests authorization to award the professional services contract to AECOM in the amount of \$58,215 for Estabrook Dam Stability Analysis.

Prepared by: Karl Stave, Site Development Engineer, AE&ES Division

Approved by:

Jack Takerian, Interim Director
Transportation & Public Works

Sue Black, Director
Parks, Recreation & Culture

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(ITEM ____) From the Director of Transportation and Public Works (DTPW) and Director of Parks, Recreation and Culture (DPRC), requesting authorization to prepare, review, approve and execute all contract documents as required to hire AECOM to provide professional services to complete a stability analysis on the Estabrook Dam, by recommending adoption of the following:

A RESOLUTION

WHEREAS, an engineering evaluation of the Estabrook Park Dam located on the Milwaukee River was completed in 2006; and,

WHEREAS, it was concluded that the dam was not stable under the condition of full pool with ice loading in the winter; and,

WHEREAS, in the 2010 Budget, the County Board identified \$200,000 in the 2010 Appropriations for Contingencies to fund a full stability analysis for the dam; and,

WHEREAS, a fund transfer was approved in the April 2010 Board cycle that moved the contingencies funding into the Parks operating budget; and,

WHEREAS, AE&ES prepared a request for proposal (RFP) for professional design services to hire a consultant to complete a stability analysis that will evaluate the dam under year round loading conditions, including full pool ice loading; and

WHEREAS, the RFP was publicly advertised in the *Daily Reporter* with the proposals due on March 26, 2010; and

WHEREAS, four proposals were received and based on evaluation criteria included in the RFP, AECOM was selected to provide the requested professional services at an estimated fee of \$58,215; and,

WHEREAS, to be compliant with County Ordinance 56.30 regarding the retention of professional service contracts funded from Operations Budgets that exceed \$50,000, County Board approval is required; and,

WHEREAS, the Director of DTPW and the Director of DPRC recommend approval of the award of the contract to AECOM in the amounts of \$58,215 for Estabrook Dam stability analysis; and,

43 BE IT RESOLVED, that the Director of DTPW and Director of DPRC requests
44 authorization to prepare, review, approve and execute all contract documents as required
45 to hire AECOM to provide professional services for Estabrook Dam stability analysis.

MILWAUKEE COUNTY FISCAL NOTE FORM

DATE: April 23, 2010

Original Fiscal Note

Substitute Fiscal Note

SUBJECT: Estabrook Dam Stability Analysis
Project P063-10605

FISCAL EFFECT:

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

DESCRIPTION OF FISCAL EFFECT

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

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

A. Authorization for the appropriate County staff to prepare, review, approve and execute all documents as required to hire a qualified firm, AECOM, to provide a stability analysis of the Estabrook Dam.

B. The cost associated with having AECOM complete the stability analysis is estimated at \$58,215.

C. Sufficient funds are budgeted in Parks Operations Budget to complete the stability analysis. If the dam is determined to be unstable, estimated construction costs will be developed by the consultant for implementing stabilization concepts. Funding has been included in 2010 capital account P069 for rehabilitation of the Estabrook Dam and sediment removal. The findings of the stability analysis and preliminary design efforts on the dam rehabilitation and sediment removal project will better define the overall cost of the project. Since the scope to stabilize the dam was not included in capital project P069, there may not be sufficient funding in P069 to rehabilitate and stabilize the dam and remove the sediment.

D. The cost to stabilize the dam, if determined to be unstable, is not known at this time.

Department/Prepared By Department of Transportation and Public Works Karl Stave

Recommended By:

Gregory G. High Director, AE& ES

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.

Authorized Signature

Jack Takerian, Interim Director DTPW

Did DAS-Fiscal Staff Review?

Yes

No

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By Supervisor Schmitt

A RESOLUTION

Recognizing that the Friends of Hoyt Park and Pool has met Milwaukee County’s Due Diligence requirements with the conditions contained in this resolution.

WHEREAS, adopted Milwaukee County Board resolution No. 07-310 authorized the Parks Director to execute a lease with the Friends of Hoyt Park and Pool (FOHPP), to construct, endow, maintain and operate an aquatic pool and related facilities at Hoyt Park; and

WHEREAS, the lease and the obligations of Milwaukee County and FOHPP contained therein are contingent upon FOHPP meeting Milwaukee County due diligence requirements and achieving its financial goal, to the satisfaction of the Milwaukee County Board of Supervisors; and

WHEREAS, achieving its financial goal means FOHPP obtaining such grants, contributions and/or funds from any other source in an amount of not less than one hundred percent (100%) of the estimated cost of the proposed pool and associated facilities, as well as \$350,000 cash in hand toward an eventual endowment fund of \$1,000,000 for operating and maintaining the Property; and

WHEREAS, FOHPP’s projected cost associated with constructing the pool and associated facilities is \$5,226,186; and

WHEREAS, the construction cost combined with the \$350,000 cash in hand totals \$5,576,186; and

WHEREAS, on January 4, 2010, FOHPP submitted to Milwaukee County a financial statement from an investment account held by FOHPP valued at \$6,430,835.82 to be used to fund the cost of the proposed Pool and associated facilities; and

WHEREAS, meeting Milwaukee County due diligence requirements means FOHPP showing to the satisfaction of the Milwaukee County Board of Supervisors that it has met the requirements attached to the lease as Exhibit E; and

WHEREAS, on December 28, 2009, FOHPP submitted to Milwaukee County an informational packet outlining its responses to the due diligence requirements contained in Exhibit E of the Lease; and

46 WHEREAS, the Department of Administrative Services has reviewed FOHPP
47 submittal and compiled a report with its recommendations for review by the Milwaukee
48 County Board of Supervisors to assist the Board in determining whether FOHPP has
49 met said requirements; and

50

51 WHEREAS, the Parks Director recommends that the Board recognize that
52 FOHPP has achieved its financial goal and met the county's due diligence requirements
53 to the satisfaction of the Board so that the lease term commencement date may be
54 established; and

55

56 BE IT RESOLVED, that the Milwaukee County Board of Supervisors hereby
57 recognizes that the Friends of Hoyt Park and Pool has achieved its financial goal and
58 met Milwaukee County due diligence requirements with the following conditions:

59

- 60 1. A second or development, agreement should be prepared that details the
61 scope of work for the \$1.5 million County contribution in the 2010 Adopted
62 Capital Improvements Budget, prior to commencement of construction on the
63 site
- 64 2. DAS recommends the \$6.4 million donation be moved into accounts that are
65 more secure and insured by the FDIC to the extent possible and that the
66 funding for the endowment fund be separated from the construction funds. A
67 minimum of \$350,000, for the endowment fund, should be separated into a
68 different account from the construction funds. Documentation of the transfer
69 of funds should be provided prior to commencement of construction on the
70 site
- 71 3. The FOHPP should provide information on who has access to the
72 construction funds, whether use of these funds requires approval of the Board
73 of Directors, or is available for withdrawal by one individual
- 74 4. An updated construction budget needs to be prepared, that takes into account
75 the prevailing wage rates
- 76 5. The FOHPP should provide additional budget numbers to reflect best and
77 worst case scenarios. The current attendance projections are optimistic, but
78 do not take into account the potential for low attendance based on weather,
79 the economy, etc.
- 80 6. The lease states that all plans for construction shall be submitted to the
81 Department of Parks, Recreation and Culture or the DPTW Architectural and
82 Engineering Division. DAS recommends that all plans be submitted to and
83 reviewed by Architectural and Engineering Division
- 84 7. Several places within the lease discuss waiving certain requirements of the
85 lease, but the lease does not specify who has the authority to waive
86 requirements. DAS recommends that any waiver require County Board and
87 County Executive approval
- 88 8. Clarify that the DBE goals for the construction is 25% to be consistent with
89 County policies
- 90 9. Milwaukee County shall approve the plans and the use for the former
91 bathhouse

92 ; and

93

94 BE IT FURTHER RESOLVED, that "Milwaukee County" shall be defined in
95 Section 5(a)-Use of Property as the Milwaukee County Board of Supervisors and
96 County Executive in number nine above, which states that Milwaukee County shall
97 approve the plans and use of the new addition on the north side of the former
98 bathhouse for a restaurant/food concessionaire to ensure redevelopment is
99 appropriately related to the operation of an aquatic pool at Hoyt Park, along with the
100 aforementioned conditions as recommended by the Department of Administrative
101 Services; and

102

103 BE IT FURTHER RESOLVED, that upon receipt of the plans for that portion of
104 the bathhouse specified above, the Committee on Parks, Energy and Environment and
105 County Board shall consider the plans at their next scheduled meeting.

MILWAUKEE COUNTY FISCAL NOTE FORM

DATE: May 13, 2010

Original Fiscal Note

Substitute Fiscal Note

SUBJECT: Regarding the approval of plans for the new addition on the north side of the former bathhouse for a restaurant/food concessionaire to ensure redevelopment is appropriately related to the operation of an aquatic pool at Hoyt Park; and

FISCAL EFFECT:

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

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

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

DESCRIPTION OF FISCAL EFFECT

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

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

Adoption of this resolution will require an expenditure of funds. It is anticipated that revenues will increase due to the Parks Director's ability to charge competitive fees throughout the system.

Department/Prepared By Julie Esch, Legislative Research Analyst

Authorized Signature _____

Did DAS-Fiscal Staff Review? Yes No

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.

SCOTT WALKER, MILWAUKEE COUNTY EXECUTIVE
SUE BLACK, DIRECTOR OF PARKS, RECREATION AND CULTURE

Date: May 6, 2010

To: Chairman Lee Holloway, County Board of Supervisors

From: Sue Black, Director, Department of Parks, Recreation and Culture

Subject: Authorization to Submit a 2010 Stewardship Program Grant Application

POLICY

The Parks Director is seeking authorization to submit a 2010 State of Wisconsin Department of Natural Resources Stewardship Program grant application for the acquisition of a former Union Pacific Railroad corridor.

BACKGROUND

Over the past 3 years the Department of Parks, Recreation & Culture (DPRC) has been pursuing the development of a major initiative involving the Oak Leaf Trail. This initiative consists of the development of a multiple-use trail that would link trails and destinations on the northwest side of the County (Ozaukee Interurban Trail, City of Mequon Trails, Kohl Park, and Brown Deer Park) with trails and destinations on the east side of the County (the Oak Leaf Trail – East Side Bike Trail, the University of Wisconsin – Milwaukee, the Milwaukee Lakefront, and Downtown Milwaukee). The first three phases of this four-phase project have been approved for funding and are at various stages of development. The final phase involves the acquisition of an abandoned Union Pacific Railroad corridor and its conversion to a multiple-use trail facility (see attached map).

DPRC submitted a Federal Transportation Congestion Mitigation Air Quality grant application to the Wisconsin Department of Transportation (WisDOT) in April 2009 for the acquisition and development of the corridor. That application was revised in February 2010 to focus solely on acquisition. This was in response to recommendations from WisDOT officials who felt that the application would be more competitive if the overall cost was reduced. They also suggested that development funds could be requested in a future grant round. A decision on the fate of the CMAQ application is pending, but indications from WisDOT staff and other officials have been favorable. CMAQ grants are funded on an 80%/20% Federal/Local cost-share basis.

DPRC has decided to enlist the State of Wisconsin Department of Natural Resources (WDNR) participation in this very significant recreational and utilitarian trail project. This would be accomplished through the submittal of a Stewardship Program grant application.

The WDNR administers the Stewardship Program, which was established in 1989 to preserve Wisconsin's most significant land and water resources for future generations, and to provide the land base and recreational facilities needed for quality outdoor experiences. Stewardship is actually an umbrella for several subprograms, each with its own goals, and priorities. These programs provide funds to improve visitor amenities at state and local parks, restore wetlands and prairies, and acquire land for trails, natural areas, state and county forests, wildlife habitat, urban green space, state and local parks, river and stream corridors, flowages, and wild lakes. Stewardship grants are awarded on a 50/50 State/Local cost-share basis.

It is DPRC's intention to seek Stewardship Program funding assistance for one half of the 20% local match for the CMAQ application for the acquisition of the subject Union Pacific Railroad corridor. The requested level of assistance from the Stewardship Program would be \$306,000 as indicated in the following table.

| Activity | Total Cost | Federal Share | Local | |
|-------------------------------------------------|--------------------|--------------------|------------------|------------------|
| | | | County | WDNR |
| Acquisition (estimated value) | \$3,000,000 | \$2,400,000 | \$300,000 | \$300,000 |
| Preparation of environmental planning documents | \$40,000 | \$32,000 | \$4,000 | \$4,000 |
| Planning | \$20,000 | \$16,000 | \$2,000 | \$2,000 |
| Totals: | \$3,060,000 | \$2,448,000 | \$306,000 | \$306,000 |

RECOMMENDATION

The Parks Director respectfully recommends that appropriate staff be authorized to submit a 2010 Stewardship Program grant application for the acquisition of an abandoned Union Pacific Railroad corridor, and to implement that grant, if awarded.

Prepared by: Bill Waldron, Natural Resources Specialist

Recommended by:

Approved by:

Chuck Ward, Chief of Administration
and External Affairs

Sue Black, Parks Director

cc: Scott Walker, County Executive
Tom Nardelli, Chief of Staff, County Executive's Office
Steve Kreklow, Fiscal and Budget Administrator, DAS
Sarah Jankowski, Fiscal Analyst, DAS
Supv. Joe Sanfelippo, Vice-Chairman, Parks Committee
Supv. Willie Johnson, Jr.

Supv. Theodore A. Lipscomb

Supv. Joseph Rice

Carol Mueller, Clerk, Parks, Energy and Environment Committee

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(ITEM NO.) From the Director, Department of Parks, Recreation and Culture (DPRC), seeking authorization to submit a 2010 State of Wisconsin Department of Natural Resources Stewardship Program grant application for the acquisition of a former Union Pacific Railroad corridor by recommending adoption of the following:

A RESOLUTION

WHEREAS, over the past 3 years the Department of Parks, Recreation & Culture (DPRC) has been pursuing the development of a major initiative involving the Oak Leaf Trail that consists of the development of a multiple-use trail that would link trails and destinations on the northwest side of the County (Ozaukee Interurban Trail, City of Mequon Trails, Kohl Park, and Brown Deer Park) with trails and destinations on the east side (the Oak Leaf Trail – East Side Bike Trail, the University of Wisconsin – Milwaukee, the Milwaukee Lakefront, and Downtown Milwaukee); and

WHEREAS, the first three phases of this four-phase project have been approved for funding and are at various stages of development; and

WHEREAS, the final phase involves the acquisition of an abandoned Union Pacific Railroad corridor and its conversion to a multiple-use trail facility; and

WHEREAS, the DPRC submitted a Federal Transportation Congestion Mitigation Air Quality grant application to the Wisconsin Department of Transportation (WisDOT) for the acquisition of the corridor

WHEREAS, that application is pending but indications are favorable that it will be funded; and

WHEREAS, CMAQ grants are funded on a 80%/20% Federal/Local cost-share basis; and

WHEREAS, the DPRC has decided to enlist the State of Wisconsin Department of Natural Resources (WDNR) participation in this very significant recreational and utilitarian trail project through the submittal of a Stewardship Program grant application; and

WHEREAS, the Stewardship Program provides funds to improve visitor amenities at state and local parks, restore wetlands and prairies, and acquire land for trails, natural areas, state and county forests, wildlife habitat, urban green space, state and local parks, river and stream corridors, flowages, and wild lakes; and

WHEREAS, the Stewardship Program is administered by the WDNR, and funds are provided on a 50%/50% State/Local cost-share basis; and

49 WHEREAS, the requested level of assistance from the Stewardship Program would
50 be \$306,000 as indicated in the following table:
51

| Activity | Total | Federal | Local | |
|-------------------------------------------------|--------------------|--------------------|------------------|------------------|
| | Cost | Share | County | WDNR |
| Acquisition (estimated value) | \$3,000,000 | \$2,400,000 | \$300,000 | \$300,000 |
| Preparation of environmental planning documents | \$40,000 | \$32,000 | \$4,000 | \$4,000 |
| Planning | \$20,000 | \$16,000 | \$2,000 | \$2,000 |
| | \$3,060,000 | \$2,448,000 | \$306,000 | \$306,000 |

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53
54 ; and

55
56 WHEREAS, the Parks Director respectfully recommends that appropriate staff be
57 authorized to submit a 2010 Stewardship Program grant application for the acquisition
58 of an abandoned Union Pacific Railroad corridor and to implement that grant, if
59 awarded; now, therefore

60
61 BE IT RESOVLED, that the Parks Director or appropriate DPRC staff are hereby
62 authorized to submit 2010 Stewardship Program grant application for the acquisition of
63 an abandoned Union Pacific Railroad corridor, and to implement that grant, if
64 awarded.
65

MILWAUKEE COUNTY FISCAL NOTE FORM

DATE: May 4, 2010

Original Fiscal Note

Substitute Fiscal Note

SUBJECT: **Authorization to Submit a 2010 Stewardship Program Grant Application**

FISCAL EFFECT:

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

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

| | Expenditure or Revenue Category | Current Year | Subsequent Year |
|-----------------------------------|---------------------------------|--------------|-----------------|
| Operating Budget | Expenditure | 0 | 0 |
| | Revenue | 0 | 0 |
| | Net Cost | 0 | 0 |
| Capital Improvement Budget | Expenditure | 0 | 0 |
| | Revenue | \$306,000 | 0 |
| | Net Cost | \$306,000 | 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.

Over the past 3 years the Department of Parks, Recreation & Culture (DPRC) has been pursuing the development of a major initiative involving the Oak Leaf Trail. This initiative consists of the development of a multiple-use trail that would link trails and destinations on the northwest side of the County with trails and destinations on the east side of the County. The first three phases of this four-phase project have been approved for funding and are at various stages of development. The final phase involves the acquisition of an abandoned Union Pacific Railroad corridor and its conversion to a multiple-use trail facility (see attached map).

DPRC submitted a Federal Transportation Congestion Mitigation Air Quality grant application to the Wisconsin Department of Transportation (WisDOT) in February 2010 for the acquisition of the corridor. A decision on the fate of the CMAQ application is pending, but indications from WisDOT staff and other officials have been favorable. CMAQ grants are funded on an 80%/20% Federal/Local cost-share basis.

It is DPRC's intention to seek Stewardship Program funding assistance, which is awarded on a 50/50 State/Local cost-share basis, for one half of the 20% local match for the CMAQ application for the acquisition of the subject Union Pacific Railroad corridor. The requested level of assistance from the Stewardship Program would be \$306,000, as indicated in the following table.

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.

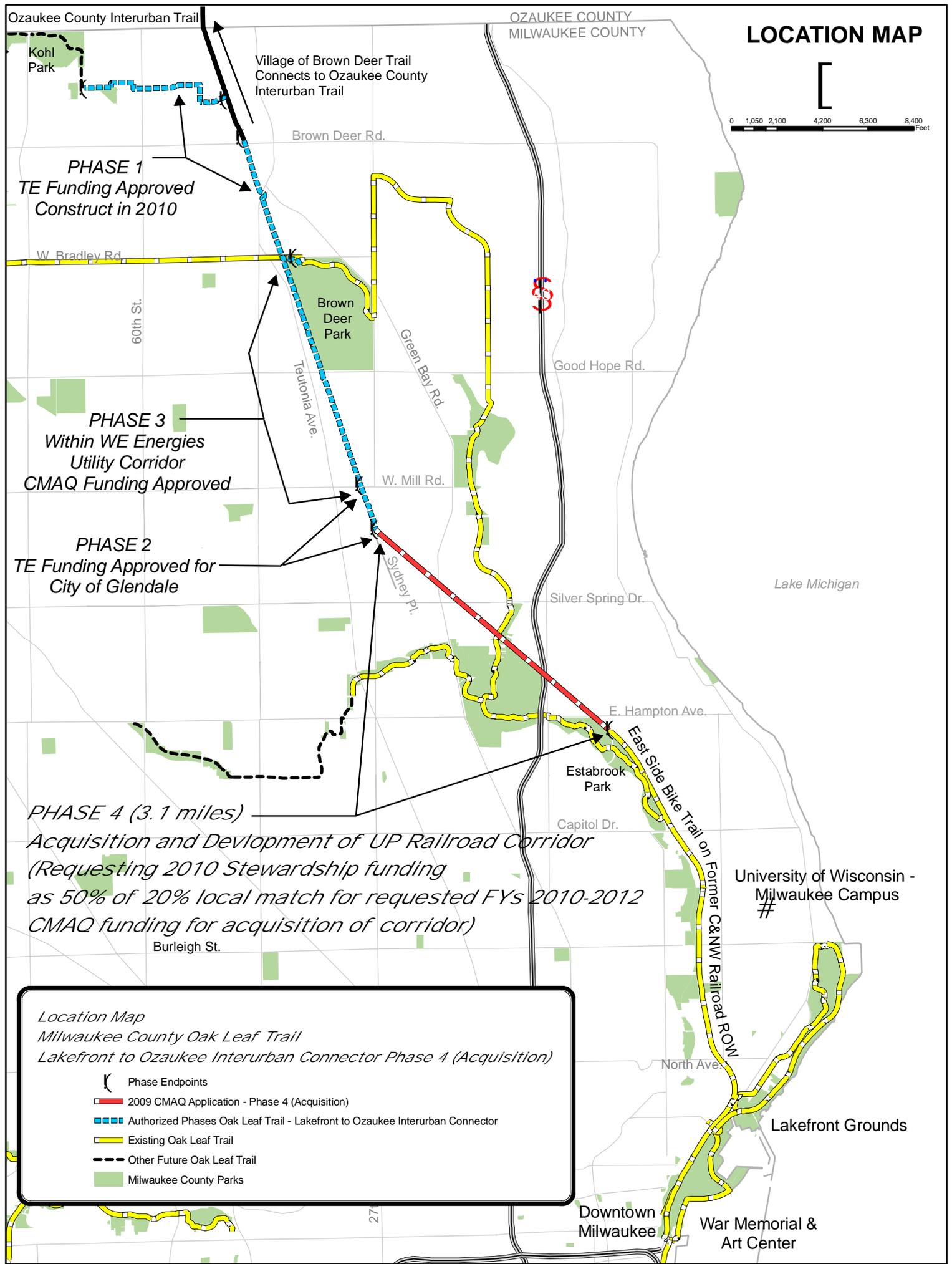
| Activity | Total | Federal | Local | |
|-------------------------------------------------|--------------------|--------------------|------------------|------------------|
| | Cost | Share | County | WDNR |
| Acquisition (estimated value) | \$3,000,000 | \$2,400,000 | \$300,000 | \$300,000 |
| Preparation of environmental planning documents | \$40,000 | \$32,000 | \$4,000 | \$4,000 |
| Planning | \$20,000 | \$16,000 | \$2,000 | \$2,000 |
| Totals: | \$3,060,000 | \$2,448,000 | \$306,000 | \$306,000 |

Department/Prepared By Jim Keegan/DPRC

Authorized Signature _____

Did DAS-Fiscal Staff Review? Yes No

LOCATION MAP



PHASE 1
TE Funding Approved
Construct in 2010

PHASE 3
Within WE Energies
Utility Corridor
CMAQ Funding Approved

PHASE 2
TE Funding Approved for
City of Glendale

PHASE 4 (3.1 miles)
*Acquisition and Development of UP Railroad Corridor
(Requesting 2010 Stewardship funding
as 50% of 20% local match for requested FYs 2010-2012
CMAQ funding for acquisition of corridor)*

*Location Map
Milwaukee County Oak Leaf Trail
Lakefront to Ozaukee Interurban Connector Phase 4 (Acquisition)*

- Phase Endpoints
- 2009 CMAQ Application - Phase 4 (Acquisition)
- Authorized Phases Oak Leaf Trail - Lakefront to Ozaukee Interurban Connector
- Existing Oak Leaf Trail
- Other Future Oak Leaf Trail
- Milwaukee County Parks

University of Wisconsin -
Milwaukee Campus
#

Lakefront Grounds

Downtown
Milwaukee

War Memorial &
Art Center

SCOTT WALKER, MILWAUKEE COUNTY EXECUTIVE
SUE BLACK, DIRECTOR OF PARKS, RECREATION AND CULTURE

Date: May 10, 2010

To: Chairman Lee Holloway, County Board of Supervisors

From: Sue Black, Director, Department of Parks, Recreation and Culture

Subject: American Telephone and Telegraph, Inc. Request for an Easement at North 70th Street and West Honey Creek Parkway – Action Item

POLICY

Authorization is requested to grant a seventy (70) year limited term easement to America Telephone and Telegraph, Inc. (ATT) to allow the placement of a new copper and fiber optic conduit under the Honey Creek Parkway and Menomonee River parallel to the 70th Street bridge to continue and strengthen local area system reliability.

BACKGROUND

ATT is planning on moving a current conduit packet located under and attached to the 70th St. Bridge crossing the Menomonee River along the Honey Creek Parkway in the Village of Wauwatosa. The current location of the ATT conduit packet is scheduled for demolition July 5, 2010 and ATT needs to relocate the packet to preserve service at current levels. For the proposed placement, ATT requires a new 10-foot wide easement traversing approximately 220 feet of park property under the Honey Creek Parkway to the center of the Menomonee River. The new easement will replace ATT rights for the existing conduit under the 70th St. Bridge.

The construction for the project is planned to start in early-June, 2010 and continue through mid-July 2010. Upon completion of construction and restoration activities, the new facilities will not impact normal park activities for Milwaukee County residents.

ATT has requested that the Milwaukee County grant the required easement to allow for its construction and placement of its conduit packet. The Milwaukee County Department of Parks, Recreation and Culture has reviewed and approved ATT's preliminary plans for their proposed improvements (please see Exhibit A). The easement will require from ATT a payment of approximately thirty-three thousand dollars (\$33,000) to the County. The easement value is a one-time buyout payment calculated at a rate of \$3.00 per linear foot multiplied by a fifty (50) year buyout term. The fee takes into

consideration DPRC Staff review time, initial right-of-entries, temporary construction easements, payments for the easement areas, and the value of the easement to ATT. Appropriate County staff will review and approve all documents as required prior to execution.

RECOMMENDATION

The Park Director respectfully recommends that the Department of Parks, Transportation and Public Works, Corporation Counsel and Risk Management staff be authorized to prepare, review, approve and record all documents, and perform all actions as required to grant, execute and implement the required permits and easements to ATT to construct, operate and maintain its improvements and related infrastructure under the Honey Creek Parkway and Menomonee River parallel to the 70th St. Bridge in the Village of Wauwatosa. It is further recommended that the County Executive and County Clerk be authorized to execute the easements and required documents.

Prepared by: Paul Kuglitsch, Contract Services Officer/DPRC

Recommended by:

Approved by:

Chuck Ward, Chief of Administration
and External Affairs

Sue Black, Parks Director

Attachment: Exhibit A
"C".

cc: County Executive Scott Walker
Tom Nardelli, Chief of Staff
Cynthia Archer, DAS Director
Steve Kreklow, Fiscal & Budget Administrator, DAS
Sarah Jankowski, Fiscal Analyst, DAS
Supv. Joe Sanfelippo, Vice-Chairman, Parks Committee
Carol Mueller, Parks, Energy and Environment Committee Clerk

1
2
3
4
5 (ITEM NO.) From the Director, Department of Parks, Recreation and Culture
6 (DPRC), seeking authorization to grant a seventy (70) year limited term
7 easement to American Telephone and Telegraph, Inc. (ATT) to allow ATT to
8 place a new conduit packet under the Honey Creek Parkway and Menomonee
9 River, by recommending adoption of the following:

10
11 A RESOLUTION

12
13 WHEREAS, ATT is planning to place a new conduit packet under the
14 Honey Creek Parkway and Menomonee River parallel to the 70th St. Bridge in the
15 Village of Wauwatosa to strengthen local area system reliability; and

16
17 WHEREAS, ATC requires a new 10-foot wide easement strip traversing
18 approximately 220 feet on park property; and

19
20 WHEREAS, this new easement will replace ATT rights for the existing conduit
21 packet located under and attached to the 70th St. Bridge; and

22
23 WHEREAS, it is ATT's role and responsibility to identify, propose and pay for
24 reliability projects, as well as all required future maintenance and repairs; and

25
26 WHEREAS, ATT has requested that Milwaukee County grant the required
27 seventy (70) year limited term easement to allow for its placement of the
28 conduit packet to better serve the community; and

29
30 WHEREAS, the Parks Department has reviewed and approved ATT's
31 preliminary plans for their proposed improvements; and

32
33 WHEREAS, ATT and its contractors will perform all construction, operation,
34 maintenance and site restoration for these improvements at no cost to the
35 County; and

36
37 WHEREAS, the County will receive a payment of approximately \$33,000.00
38 for granting the requested easement. Appropriate County staff will review and
39 approve all documents as required prior to execution; and

40
41 WHEREAS, the Parks Director has recommended that the authority to
42 prepare, review, approve, execute and record all documents as required to
43 execute the requested easements be granted to the Parks Department, the
44 Department of Transportation and Public Works, Corporation Counsel, Risk

45 Management, County Clerk, Register of Deeds, and the County Executive; now,
46 therefore,

47

48 BE IT RESOLVED, that the Milwaukee County Board of Supervisors hereby
49 authorizes and directs the Parks Director, the Department of Transportation and
50 Public Works, Risk Management, Corporation Counsel and Register of Deeds to
51 prepare, review, approve, execute and record all documents, and perform all
52 actions as required to grant, execute and implement the required permits and
53 easements for the construction, operation and maintenance of a conduit
54 packet under the Honey Creek Parkway and Menomonee River parallel to the
55 70th St. Bridge; and

56

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

MILWAUKEE COUNTY FISCAL NOTE FORM

DATE: May 10, 2010

Original Fiscal Note

Substitute Fiscal Note

SUBJECT: Authorization to Grant a Seventy (70) Year Limited Term Easement on Honey Creek Parkway and Menomonee River to American Telephone and Telegraph, Inc.

FISCAL EFFECT:

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

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

| | Expenditure or Revenue Category | Current Year | Subsequent Year |
|-----------------------------------|---------------------------------|--------------|-----------------|
| Operating Budget | Expenditure | 0 | 0 |
| | Revenue | \$33,000.00 | 0 |
| | Net Cost | 0 | 0 |
| Capital Improvement Budget | Expenditure | 0 | 0 |
| | Revenue | \$33,000.00 | 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. American Telephone and Telegraph, Inc. (ATT) has requested a seventy (70) year limited term easement to place a new conduit packet under the Honey Creek Parkway and Menomonee River parallel to the 70th St. Bridge in the Village of Wauwatosa to strengthen local area system reliability.

B. ATT will provide approximately \$33,000 to reimburse the County for DPRC staff time and inspection costs, as payment for the easement areas, for a temporary construction easement, and as easement value to ATT.

C. No Impact.

D. None.

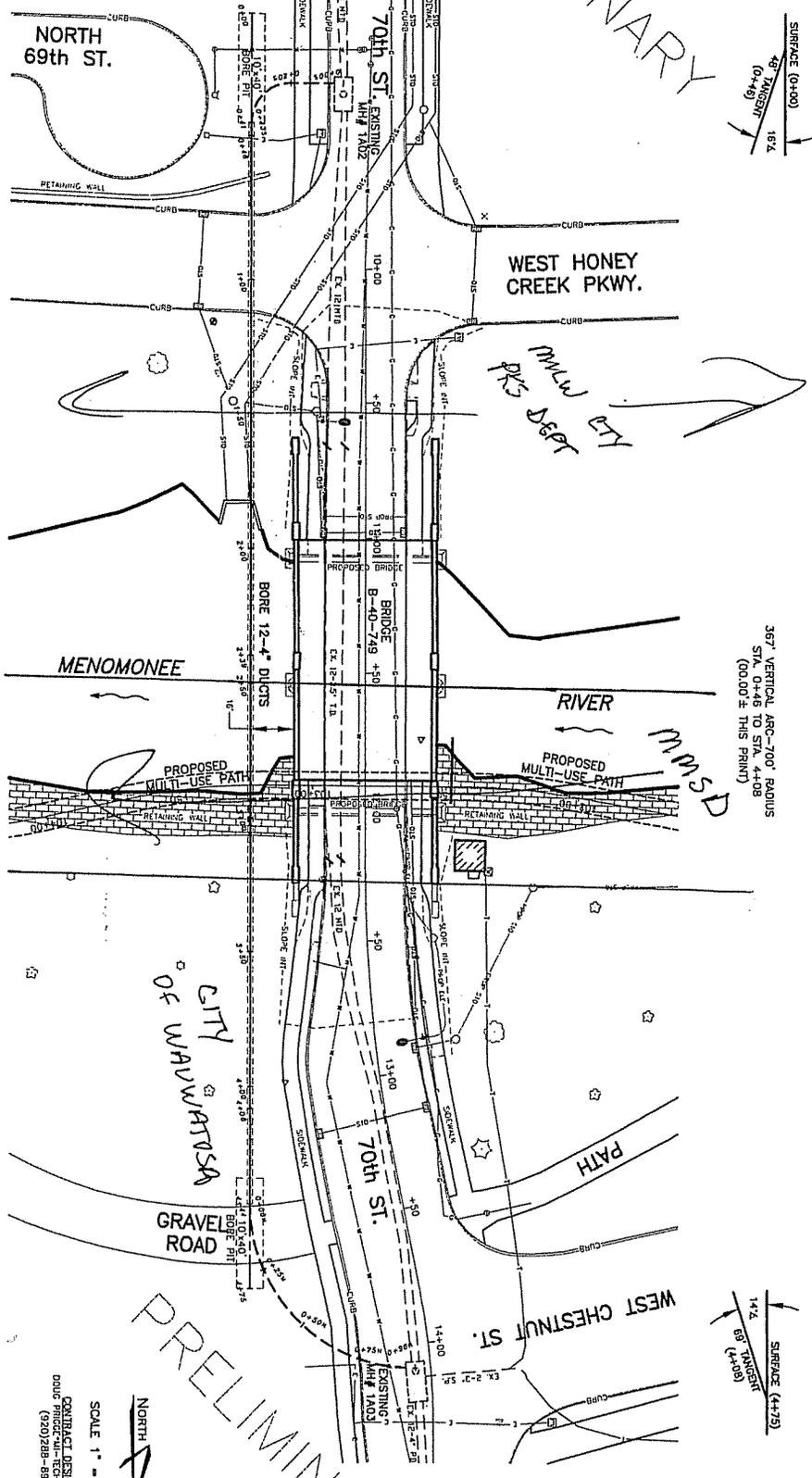
Department/Prepared By Paul Kuglitsch/DPRC

Authorized Signature _____

Did DAS-Fiscal Staff Review? Yes No

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.

PRELIMINARY



NORTH 69th ST.

WEST HONEY CREEK PKWY.

MENOMONEE RIVER

RIVER

CITY OF WAUWATOSA

SCOTT WALKER, MILWAUKEE COUNTY EXECUTIVE
SUE BLACK, DIRECTOR OF PARKS, RECREATION AND CULTURE

Date: May 5, 2010

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

From: Sue Black, Director, Department of Parks, Recreation and Culture

Subject: Informational Report on the Progress of the Farm and Fish Hatchery's Transition from the Community Correctional Facility – South to the Department of Parks, Recreation and Culture

ISSUE

The proposed transfer of the operational oversight and support of the Farm and Fish Hatchery (FFH) to the Department of Parks, Recreation and Culture (DPRC) from Community Correctional Facility - South (CCFS) was included in the 2010 budget. DPRC is currently in the process of researching and evaluating what support is necessary to operate FFH completely within DPRC if resources are made available.

BACKGROUND

As to the transition of FFH from CCFS to DPRC, 2010 Adopted Budget Amendment 1A014 requires the Parks Director to provide to the Committee on Parks, Energy and Environment (PEEC) a quarterly report on the progress of the transition plan beginning March 2010. The DPRC has provided status reports to PEEC each cycle.

1. Administrative Issues:

- a. **Personnel.** DPRC would require a new position to oversee the daily operations of FFH. David Mueller, the current Correction Officer employee, is willing to transfer to DPRC although a funding transfer, if not from contingency, before the 4th quarter is prohibited by state statute. In addition, at least one full-time seasonal position is needed to provide coverage due to the seven-day operation of the fish hatchery.
- b. **Lease Agreement.** In 2006 CCFS entered into a lease agreement and amendment (the Lease) with the Hunger Task Force (HTF) allowing HTF to utilize approximately 144.6 acres of land, the "warehouse", the "greenhouse", and storage access to the "general store" for HTF operations. The Lease, and

all the rights and responsibilities contained therein, would need to be transferred to DPRC. Furthermore, the land on which FFH exists would need to be transferred to DPRC in a jurisdictional land transfer, designating the premises as Park-owned property.

Important Lease Provisions:

- i. Term. The agreement term is for ten (10) years, with two (2) additional five (5) year options, if agreeable to the Parties, expiring in 2026.
- ii. Rent. Annual rent of twenty thousand dollars (\$20,000).
- iii. Maintenance and Repair. Landlord is responsible for any and all repairs to FFH facilities, except for those buildings erected by HTF or other damages caused by HTF, its employees or agents.
- iv. Utilities and Taxes.
 1. Landlord pays all charges for telephone, gas, electric, water, sewer, light, heat, power, and/or other utility services used or charges that are separately metered to the FFH located on site.
 2. Tenant pays all charges for telephone, gas, electric, water, sewer, light, heat, power, and/or other utility services used or charges that are separately metered to the warehouse located on site.
- v. Landlord's Obligations. During the Term, Landlord shall, at Landlord's sole cost and expense:
 1. Continue to stock the Milwaukee County Park lagoons with fish;
 2. Recruit, screen and assign a CCFS inmate work crew for the operation of the fish hatchery, the greenhouse and site;
 3. Provide training for Tenant's staff and volunteer personnel who are assigned to the operation of the site;
 4. Provide the appropriate number of CCFS correctional officers/agricultural staff members to be assigned to FFH operations at the site, as determined by the Superintendent of the CCFS; and
 5. Provide Milwaukee County water necessary for sufficient irrigation of Tenant's operations at the site.

- c. **DPRC Fish Sales.** Wisconsin statutes section 303.06(1) provides that "no goods, except farm machinery, farm implements and tools, cordage rope and ply goods, manufactured wholly or partly by inmates in any state, city or county penal institution may be offered for sale in the open market". Therefore, while DPRC benefits from using inmate labor to assist in FFH operations, ultimately, the assistance provided DPRC by inmate labor prevents DPRC from realizing a market value on the fish produced. It should be mentioned that Wisconsin statutes section 303.06(5) allows tax-supported institutions or non-profit agencies to offer for sale in the open market products manufactured by inmates in a "state penal institution" as part of a vocational training if the purpose of the sale is to support the institution's mission and if the sale is a type of product approved by the prison industries board.
- d. **Private Partnerships.** DPRC has explored many potential partnerships with both private and not-for-profit entities to assist DPRC in its operations at FFH. While a number of organizations have expressed an interest in providing support there has been no offer of financial resources.

2. **Budgetary Issues:**

DPRC staff met with CCFS staff to review past budgets and actual expenditures for the FFH to develop a budget for the remaining six (6) months of 2010 and to identify costs for operation in 2011.

On an annualized basis, expenditures of \$282,000 are anticipated with revenues of \$41,000. Revenues include a \$20,000 annual lease payment from the Hunger Task Force, and sales of scrap and wood. Actual revenues in 2008 for these sales were \$26,500, but these activities have since been discontinued. DPRC would need to reinstitute this effort to help offset expenditures.

For the period of July 1 thru December 31, 2010, DPRC would need approximately \$150,000 to continue the programs and operations of the FFH. This amount includes staffing, utilities, and commodities; however, does not account for the hours of administrative costs associated with planning and research.

DPRC attempted to obtain an estimate of the cost of purchasing 40,000 fish for stocking DPRC lagoons annually should the FFH operation be discontinued. A firm estimate was unavailable but sources involved in this industry have indicated a range of \$50,000 to \$70,000 is reasonable; however, the availability of fish is uncertain at any given time.

3. **Options:**

1. **The public services and programs offered by FFH would cease effective July 1, 2010 and would have the following implications:**

- a) Current stock of fish would need to be placed regardless of their size.

- b) Maintenance required for facility closure would be the responsibility of CCFS, as the transfer to the DPRC would not have taken affect.
- c) Current FFH staff would be laid off or CCFS could provide other employment options.
- d) Nursery operations could have the ability to function as it currently does with no changes to the existing arrangement with CCFS.
- e) Farm operations currently leased to HTF would need to be evaluated by County Board staff as neither CCFS nor DPRC would be considered Landlords after June 30.

2. Proceed with DPRC control of FFH operations July 1, 2010 pursuant to 2010 budget directive, knowing that the following items must be addressed:

- a) Providing funding of approximately \$150,000 to DPRC for 2010 to cover expenditures including labor, utilities and commodities. Additional funding for administrative costs is needed.
- b) Guaranteeing full funding of approximately \$300,000 for 2011.
- c) Initiating personnel actions, including the transfer and/or creation with funding of one (1) full-time equivalent employee and funding of at least one (1) seasonal position.
- d) Transferring land and structures from CCFS to DPRC authority.
- e) Transferring lease authority from CCFS to DPRC.

To absorb the operation of the FFH is no small task and would be very demanding on our already stretched resources. The addition of this operation will undoubtedly affect other core services and our mission.

RECOMMENDATION

A policy decision needs to be made.

Prepared by: Chuck Ward, Chief of External Affairs

Recommended by:

Approved by:

Chuck Ward, Chief of Administration and External Affairs

Sue Black, Parks Director

cc: County Executive Scott Walker
Thomas Nardelli, Chief of Staff, County Executive's Office
Cynthia Archer, Director, DAS
Steve Kreklow, Fiscal & Budget Administrator, Admin. & Fiscal Affairs/DAS
Sarah Jankowski, Fiscal Mgt. Analyst, Administration & Fiscal Affairs Division/DAS
Julie Esch, Research Analyst, County Board
Carol Mueller, Parks, Energy & Environment Committee Clerk

