

1 By Supervisor Larson
2
3

4 **A RESOLUTION**
5

6 authorizing and directing the Director of the Department of Parks, Recreation and Culture
7 and the Director of the Human Resources Division to provide a review of the Parks
8 Department's forestry program.
9

10
11 WHEREAS, the Parks Department includes a forestry division that is responsible for
12 the maintenance of the department's entire woodlands inventory; and
13

14 WHEREAS, according to the 2010 Adopted Budget for Milwaukee County, the
15 forestry division is responsible for maintenance of more than 85 miles of parkways
16 throughout the county, including road patching and construction, and have been integral
17 in constructing new play units, excavation work, pavement patching and repair, turf
18 restoration, and other landscape projects; and
19

20 WHEREAS, the division includes 30 Forestry DOT positions, 5 Forestry DOT In-
21 Charge positions and Forestry Maintenance Workers (seasonal positions); and
22

23 WHEREAS, Forestry DOT's responsibilities include but are not limited to tree and
24 shrub inspections; pruning, trimming and caring for trees and shrubs; cutting of dead trees,
25 shrubs and brush; laying out large park plantings, performing tree surgery; construction of
26 park/recreation landscaping projects; maintaining playground equipment and performing
27 preventative maintenance to assigned equipment; and
28

29 WHEREAS, Forestry DOT In-Charge's responsibilities include but are not limited to
30 overseeing day-to-day routine landscape services; training Forestry Workers and other
31 seasonal staff; pruning and trimming trees/removing large trees and cut down dead trees,
32 shrubs and brush; excavating and constructing equipment, bridges and other park and
33 recreation landscaping projects; perform general maintenance of departmental equipment;
34 coordinate with park staff, landscape architects and Parks Department supervisors; and
35

36 WHEREAS, Forestry Maintenance Worker's responsibilities include but are not
37 limited to repairing and maintaining small engines and power equipment; receiving,
38 storing and issuing departmental inventory; repairing and maintaining small equipment
39 including saws and pumps and performing routine building and turf maintenance; and
40

41 WHEREAS, the salary range a for Forestry DOT In-Charge is between \$42,936 and
42 \$49,563 and is commensurate with the higher skill levels required for the position; and
43

44 WHEREAS, the salary range for a Forestry DOT is between \$30,273 and \$44,035
45 and is commensurate with the higher skill levels required for the position; and
46

47 WHEREAS, in early 2010, 20 Park Maintenance Workers were laid off and many of
48 their duties have been fulfilled by forestry personnel whose salaries are higher than Park
49 Maintenance Workers; and
50

51 WHEREAS, in addition to the use of higher skilled workers to perform low skilled
52 duties, the forestry program is inadequately staffed to carry out its mission of maintaining
53 the Parks Department's woodland inventory that extends over nearly 15,000 acres; now,
54 therefore,
55

56 BE IT RESOLVED, the Milwaukee County Board of Supervisors hereby authorizes
57 and directs the Director of the Department of Parks, Recreation and Culture and the
58 Director of the Human Resources Division to provide a review of the department's forestry
59 program; and
60

61 BE IT FURTHER RESOLVED, that the review shall include (1) the number of filled
62 positions in the forestry division, (2) job duties currently being performed by forestry
63 personnel, (3) the number of hours forestry personnel are working on Park Maintenance
64 Worker duties, (4) the current condition of the Parks forestry including the most recent tree
65 inventory, (5) a maintenance and pruning schedule, planting program, lost tree placement
66 schedule and insect and control program, (6) the fiscal impact of forestry personnel
67 performing Park Maintenance Worker duties on the forestry program, (7) the practical
68 impacts on the forestry program of reassigning forestry personnel to Park Maintenance
69 Worker duties, (8) the 2010 budget for the forestry program; and
70

71 BE IT FURTHER RESOLVED, that the Directors of the Parks Department and Human
72 Resources Division shall report back to the Parks and Personnel Committees at the
73 September 2010 meetings.
74

75
76
77 JE
78 July 6, 2010
79 H:\Shared\Research Analysts\Esch\Forestry Division Review - Larson.doc

MILWAUKEE COUNTY FISCAL NOTE FORM

DATE: June 30, 2010

Original Fiscal Note

Substitute Fiscal Note

SUBJECT: Authorizing and directing the Director of the Department of Parks, Recreation and Culture to provide a review of the department's forestry program.

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 not require an expenditure of funds but will require an expenditure of staff time.

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.

COUNTY OF MILWAUKEE

INTER-OFFICE COMMUNICATION

DATE: June 25, 2010

TO: Supervisor Lee Holloway, Chairperson, County Board

FROM: Jack Takerian, Interim Director of Transportation and Public Works

SUBJECT: **Acknowledgement of the review of the Milwaukee County Compliance Maintenance Annual Report (CMAR) for 2010**

The Milwaukee County Department of Transportation and Public Works requests that the attached resolution be scheduled for consideration by the Parks Energy and Environment Committee at its meeting to be held on July 20, 2010.

Policy

The County is required under the stipulated agreement with the DNR and State Attorney General's Office to file a Compliance Maintenance Annual Report (CMAR) for its wastewater collection system(s) under Wisconsin Code NR 208.

Background

Milwaukee County as one of 28 defendants in an enforcement action by the DNR and State Attorney General entered into a stipulated agreement on March 1, 2006. This agreement requires the County to accomplish certain objectives according to an agreed timeframe in order to avoid monetary penalties. Filing an annual Compliance Maintenance Report with the DNR is part of one of the objectives.

NR 208 requires that the "governing body" of the County acknowledge their review of the report and indicate specific actions being taken to bring the County's sanitary sewer collection system into compliance with State statutes.

A copy of the draft CMAR report is attached for reference.

Conclusion

A resolution passed by the County Board and signed by the County Executive is needed to fulfill this requirement.

Recommendation

The Director of the Department of Transportation and Public Works respectfully recommends that the County Board and County Executive review and adopt the attached resolution in order to satisfy the above noted requirement.

Prepared by: Jill Organ, DTPW-A&E

Approved By:



Jack Takarian, Interim Director
Transportation & Public Works



Greg High, P.E., Director
AE&ES Division, DTPW

Enclosures: Fiscal Note Form
Draft Resolution
Estimate for 2011 Operating Cost
Draft CMAR to WDNR

cc: Supervisor Broderick
County Executive Scott Walker

(ITEM) From the Director of Transportation and Public Works requesting authorization to submit to the Wisconsin Department of Natural Resources the Compliance Maintenance Annual Report (CMAR) for 2008 by recommending adoption of the following:

A RESOLUTION

WHEREAS, it is a requirement under a Wisconsin Pollutant Discharge Elimination System (WPDES) permit issued by the Wisconsin Department of Natural Resources to file a Compliance Maintenance Annual Report (CMAR) for Milwaukee County's wastewater collection system under Wisconsin Code NR 208, and

WHEREAS, the county has an extensive system of sanitary sewers serving its many parks, buildings and other facilities, and

WHEREAS, the county is operating under a stipulated agreement with the Wisconsin Department of Natural Resources and State Attorney General's Office to cure problems cited in Claim WI-0047341-03, and

WHEREAS, it is necessary for the county to acknowledge that its governing body has reviewed its annual Compliance Maintenance Annual Report (CMAR), and

WHEREAS, the Committee on Parks, Energy and Environment at its meeting on July 20, 2010, recommended adoption of said request (vote _-); now, therefore,

BE IT RESOLVED, that the Milwaukee County Board of Supervisors acknowledges the following Capacity Management, Operation, and Maintenance (CMOM) Program goals identified in the 2009 Compliance Maintenance Annual Report (CMAR):

1. Comply with the conditions of the WPDES permit
2. Minimize the occurrence of preventable overflows
3. Ensure proper O&M is performed on County sewer collection system assets
4. Improve or maintain system reliability
5. Reduce the potential threat to human health from sewer overflows
6. Provide adequate capacity to convey peak flow
7. Manage infiltration and inflow
8. Protect collection system worker health and safety
9. Operate a continuous CMOM Program

MILWAUKEE COUNTY FISCAL NOTE FORM

DATE: 6/25/10

Original Fiscal Note

Substitute Fiscal Note

SUBJECT: Compliance Maintenance Annual Report - 2010

FISCAL EFFECT:

- | | |
|--|--|
| <input checked="" type="checkbox"/> No Direct County Fiscal Impact | <input type="checkbox"/> Increase Capital Expenditures |
| <input type="checkbox"/> Existing Staff Time Required | <input type="checkbox"/> Decrease Capital Expenditures |
| <input type="checkbox"/> Increase Operating Expenditures
(If checked, check one of two boxes below) | <input type="checkbox"/> Increase Capital Revenues |
| <input checked="" 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	200,000	200,000
	Revenue	0	0
	Net Cost	200,000	200,000
Capital Improvement Budget	Expenditure	100,000	100,000
	Revenue	0	0
	Net Cost	100,000	100,000

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. Our stipulated agreement with the State requires conformance to NR 208 which requires an annual acknowledgement of the County's efforts to manage and maintain its sanitary sewer collection system. This is referred to as a CMAR Report (Compliance Maintenance Annual Report).

B. Milwaukee County has spent almost four (4) million dollars on sanitary sewer infrastructure improvements and CMOM (Capacity Management, Operation, and Maintenance) Program activities since 2005. The ongoing inspection, televising, field investigation, mapping, planning, management, and reporting of the sanitary sewer collection systems within the county owned facilities requires an annual operating budget allocation totaling \$200,000 from the departments, as detailed in the attached estimate. The CMOM Program identifies capital improvement projects each year with 2011 work estimated to be \$100,000.

C. The operation and capital budgets for 2010 are sufficient to perform the tasks associated with a continuous CMOM program. We do not expect the annual operational costs to increase in the next five years as we anticipate any inflationary effects to be offset by greater efficiency within AE&ES and the departments. Capital improvement costs will be estimated annually to address infrastructure projects identified in the CMOM Program.

Department/Prepared By Department of Transportation and Public Works: Jill Organ

Recommended By: 

Gregory G. High, Director, AE&ES

Authorized Signature _____

Jack Takerian, Interim Director DTPW

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.

**Milwaukee County Department of Public Works
Sanitary Sewer Capacity Management, Operation & Maintenance Program
2011 Departmental Budget Request Recommendations**

Description of Work for each department to perform	Percent To Do	Est Cost per Unit	Total all Depts.	Parks	Grounds	Airports	Zoo	H.O.C.	Transit
Inspect Sanitary Sewer Manholes			939	457	231	117	88	26	20
Total Number of Manholes				114	58	29	22	7	5
Manholes by Stipulated Agreement	25%	\$120.00		\$13,680.00	\$6,960.00	\$3,480.00	\$2,640.00	\$840.00	\$600.00
Mobilization for Inspections		\$200.00		\$5,800.00	\$2,000.00	\$1,000.00	\$600.00	\$200.00	\$200.00
Cost to Inspect MH									
Televising			199,133	115,200	35,500	26,700	12,000	7,200	2,533
Total Lineal Feet of Sanitary Sewers			19,913	11,520	3,550	2,670	1,200	720	253
Estimated Sanitary Sewers to Televis	10%	\$1.50		\$17,280.00	\$5,325.00	\$4,005.00	\$1,800.00	\$1,080.00	\$379.50
Cleaning				11,520	3,550	2,670	1,200	720	253
Estimated Sanitary Sewers to Clean	10%	\$0.90		\$10,368.00	\$3,195.00	\$2,403.00	\$1,080.00	\$648.00	\$227.70
Dye Water Testing				2,304	710	534	240	144	51
Estimated Sanitary Sewers to Dye Test	2.0%	\$1.10		\$2,534.40	\$781.00	\$587.40	\$264.00	\$158.40	\$56.10
Mobilization Setups		\$175.00		\$1,400.00	\$525.00	\$350.00	\$175.00	\$175.00	\$175.00
Smoke Testing				2,304	710	534	240	144	51
Estimated Sanitary Sewers to Smoke Test	2.0%	\$0.55		\$1,267.20	\$390.50	\$293.70	\$132.00	\$79.20	\$28.05
Mobilization Setups		\$175.00		\$525.00	\$175.00	\$175.00	\$175.00	\$175.00	\$175.00
Field Investigations (based on number of MHs inspected)				\$4,570	\$2,310	\$1,170	\$880	\$260	\$200
Training for MH Inspections (8 hours)				\$800	\$800	\$800	\$800	\$800	\$800
Document Organization & Submittal (based on number of MHs inspected)				\$2,285	\$1,155	\$585	\$440	\$130	\$100
CMOM Annual Meetings (2 @ 6 hours ea)				\$1,200	\$1,200	\$1,200	\$1,200	\$1,200	\$1,200
Estimated Internal Cost				\$61,710	\$24,817	\$16,049	\$10,186	\$5,746	\$4,141
Sanitary Sewer Technical Services by DTPW with cost distributed to the departments	* Total Cost	Fixed Cost	Variable Cost	Parks	Grounds	Airports	Zoo	H.O.C.	Transit
Percent of MHs on County owned property per Dept.	100%			48.67%	24.60%	12.46%	9.37%	2.77%	2.13%
Train Departments to Perform Inspections	\$3,980	100%		\$663	\$663	\$663	\$663	\$663	\$663
Record Drawing Search	\$4,380	10%	90%	\$1,992	\$1,043	\$564	\$442	\$182	\$157
G.I.S. Mapping Updates	\$8,280	10%	90%	\$3,765	\$1,971	\$1,067	\$836	\$344	\$297
Update & Maintain Inspection Database	\$4,800	10%	90%	\$2,182	\$1,143	\$618	\$485	\$200	\$172
Analyze Inspection Data	\$3,280	10%	90%	\$1,491	\$781	\$422	\$331	\$136	\$118
Label Inspection Photos	\$5,630	10%	90%	\$2,560	\$1,340	\$725	\$569	\$234	\$202
Add Inspection Reports to City Works	\$3,430	10%	90%	\$1,560	\$817	\$442	\$346	\$143	\$123
Upload, Convert to City Works, and View CCTV video	\$4,880	10%	90%	\$2,219	\$1,162	\$629	\$493	\$203	\$175
Prepare List of Recommended Projects	\$2,960	10%	90%	\$1,346	\$705	\$381	\$299	\$123	\$106
Prepare List of Recommended Inspections for Next Year	\$2,360	10%	90%	\$1,073	\$562	\$304	\$238	\$98	\$85
Annual CMOM Meetings with Individual Departments	\$4,420	100%		\$737	\$737	\$737	\$737	\$737	\$737
Annual CMOM Committee Meetings	\$3,980	100%		\$663	\$663	\$663	\$663	\$663	\$663
CMOM Implementation	\$11,620	10%	90%	\$5,283	\$2,766	\$1,497	\$1,174	\$483	\$416
Update MMSD I/I Master Plan	\$2,280	100%		\$380	\$380	\$380	\$380	\$380	\$380
MMSD I/I Management Annual Progress Report	\$3,400	25%	75%	\$1,383	\$769	\$459	\$381	\$212	\$196
DNR Compliance Maintenance Annual Report	\$3,960	50%	50%	\$1,294	\$817	\$577	\$516	\$385	\$372
Estimated DTPW Cost				\$28,591	\$16,319	\$10,128	\$8,554	\$5,187	\$4,861
Rounded Total Estimated Cost				\$91,000	\$42,000	\$27,000	\$19,000	\$11,000	\$10,000

* For total cost of each technical services task, see page 2.

Grand Total all Departments \$200,000

COMPLIANCE MAINTENANCE ANNUAL REPORT

Facility Name: Milwaukee County Facilities

**Last Updated:
6/28/2010**

Reporting Year: 2009

Financial Management

	Questions	Points						
1.	Person Providing This Financial Information							
	<table style="width: 100%; border-collapse: collapse;"> <tr> <td style="width: 25%;">Name:</td> <td style="border: 1px solid black; padding: 2px;">Jill M. Organ</td> </tr> <tr> <td>Telephone:</td> <td style="border: 1px solid black; padding: 2px;">(414) 278-4819</td> </tr> <tr> <td>E-Mail Address(optional):</td> <td style="border: 1px solid black; padding: 2px;">jm_organ@yahoo.com</td> </tr> </table>	Name:	Jill M. Organ	Telephone:	(414) 278-4819	E-Mail Address(optional):	jm_organ@yahoo.com	
Name:	Jill M. Organ							
Telephone:	(414) 278-4819							
E-Mail Address(optional):	jm_organ@yahoo.com							
2.	Are User Charge or other Revenues sufficient to cover O&M Expenses for your wastewater treatment plant AND/OR collection system ?	0						
	<p style="margin-left: 40px;"> <input checked="" type="radio"/> Yes (0 points) <input type="radio"/> No (40 points) </p> <p>If No, please explain:</p> <div style="border: 1px solid black; height: 20px; width: 60%; margin-left: 40px;"></div>							
3.	When was the User Charge System or other revenue source(s) last reviewed and/or revised? Year: 2009	0						
	<p style="margin-left: 40px;"> <input type="radio"/> 0-2 years ago (0 points) <input type="radio"/> 3 or more years ago (20 points) <input checked="" type="radio"/> Not Applicable (Private Facility) </p>							
4.	Did you have a special account (e.g., CWFP required segregated Replacement Fund, etc.) or financial resources available for repairing or replacing equipment for your wastewater treatment plant and/or collection system?	0						
	<p style="margin-left: 40px;"> <input checked="" type="radio"/> Yes <input type="radio"/> No (40 points) </p>							
REPLACEMENT FUNDS(PUBLIC MUNICIPAL FACILITIES SHALL COMPLETE QUESTION 5)								
5.	Equipment Replacement Funds							
	5.1 When was the Equipment Replacement Fund last reviewed and/or revised? Year:	0						
	<p style="margin-left: 40px;"> <input type="radio"/> 1-2 years ago (0 points) <input type="radio"/> 3 or more years ago (20 points) <input checked="" type="radio"/> Not Applicable Explain: </p> <div style="border: 1px solid black; padding: 2px; margin-left: 40px;">We do not have wastewater equipment</div>							
	5.2 What amount is in your Replacement Fund?							
Equipment Replacement Fund Activity								
	5.2.1 Ending Balance Reported on Last Year's CMAR:	\$1.00						
	5.2.2 Adjustments if necessary (e.g., earned interest, audit correction, withdrawal of excess funds, increase making up previous shortfall, etc.)	+ \$0.00						

COMPLIANCE MAINTENANCE ANNUAL REPORT

Facility Name: Milwaukee County Facilities

**Last Updated:
6/28/2010**

Reporting Year: 2009

Financial Management (Continued)

	5.2.3 Adjusted January 1st Beginning Balance	\$1.00	
	5.2.4 Additions to Fund (e.g., portion of User Fee, earned interest, etc.) +	\$0.00	
	5.2.5 Subtractions from Fund (e.g., equipment replacement, major repairs - use description box 5.2.5.1 below*) -	\$0.00	
	5.2.6 Ending Balance as of December 31st for CMAR Reporting Year	\$1.00	
(All Sources: This ending balance should include all Equipment Replacement Funds whether held in a bank account(s), certificate(s) of deposit, etc.) *5.2.5.1. Indicate adjustments, equipment purchases and/or major repairs from 5.2.5 above <div style="border: 1px solid black; height: 20px; width: 100%; margin-top: 5px;"></div>			

	5.3 What amount should be in your replacement fund?	\$1.00	
(If you had a CWFP loan, this amount was originally based on the Financial Assistance Agreement (FAA) and should be regularly updated as needed. Further calculation instructions and an example can be found by clicking the HELP option button.)			

	5.3.1 Is the Dec. 31 Ending Balance in your Replacement Fund above (#5.2.6) equal to or greater than the amount that should be in it(#5.3)? <input checked="" type="radio"/> Yes <input type="radio"/> No Explain:		
<div style="border: 1px solid black; height: 20px; width: 100%; margin-top: 5px;"></div>			

6.	Future Planning		
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	6.1 During the next ten years, will you be involved in formal planning for upgrading, rehabilitating or new construction of your treatment facility or collection system? <input checked="" type="radio"/> Yes (If yes, please provide major project information, if not already listed below) <input type="radio"/> No		
--	--	--	--

Project Description	Estimated Cost	Approximate Construction Year
Complete construction for manhole and pipe rehabilitation. Complete Management Plan, Overflow Response Plan, Communication Plan, and Audit Plan. Continue to update Cityworks and G.I.S. sanitary sewer mapping and database.	\$61,031.32	2009
Departmental work: Training for inspections, inspect 25% sanitary sewer manholes, televising, cleaning, dye water testing, smoke testing, field investigations, document organization and submittal, CMOM annual meetings and activities.	\$33,401.90	2009
A&E work: Train departments to perform inspections, search record drawings, update GIS mapping and databases, upload inspection reports and convert information to City Works, view CCTV video, analyze inspection data, prepare list of recommended projects, prepare list of recommended inspections for following year, annual CMOM meetings, prepare MMSD I/I Management Annual Progress Report, Prepare WDNR Compliance Maintenance Annual Report.	\$31,066.00	2009

COMPLIANCE MAINTENANCE ANNUAL REPORT

Facility Name: Milwaukee County Facilities

**Last Updated:
6/28/2010**

Reporting Year: 2009

Financial Management (Continued)

	Correct deficiencies identified during previous year's inspections.	\$100,000.00	2010
	Departmental work: Training for inspection, inspect 25% sanitary sewer manholes, televising, cleaning, dye water testing, smoke testing, field investigations, document organization and submittal, CMOM annual meetings and activities.	\$150,000.00	2010
	A&E work: Train departments to perform inspections, search record drawings, update GIS mapping and databases, upload inspection reports and convert information to City Works, view CCTV video, analyze inspection data, prepare list of recommended projects, prepare list of recommended inspections for following year, annual CMOM meetings, prepare MMSD I/I Management Annual Progress Report, Prepare WDNR Compliance Maintenance Annual Report.	\$50,000.00	2010
	Begin CMOM Readiness Review, sanitary sewer database, and manhole inspection program.	\$10,259.71	2005
	Create sanitary sewer database, inspect manhole tops, begin abandoning unused sewers, begin SSES, continue CMOM Readiness Review.	\$269,444.43	2006
	Complete manhole top rehabilitation, abandon more unused manholes and pipes, complete SSES, update sanitary sewer database, complete CMOM Readiness Review, begin Strategic Plan, begin planning and design for 2008 construction projects.	\$1,927,033.03	2007
	Planning, design and construction for manhole and pipe rehabilitation identified in SSES. Completed Strategic Plan. Began Management Plan, Overflow Response plan, Communications Plan, and Audit Plan. Incorporated Cityworks software into G.I.S. and pdated sanitary sewer mapping and database. Performed MMSD and CMAR reporting. Conducted internal CMOM meetings. Attended MMSD CMOM meetings.	\$171,283.85	2008
	McGovern Park Sanitary Sewers: Constructed new sewers to serve existing buildings and abandoned old sewers including sewer under lagoon and sewer from demolished swimming pool.	\$346,008.42	2008
	Parks North Sanitary Sewer Rehabilitation	\$287,980.69	2008
	Parks South Sanitary Sewer Rehabilitation	\$311,302.81	2008
	County Grounds/Zoo Sanitary Rehabilitation	\$284,719.27	2009
	Countywide Sanitary Sewers: Airport, HOC, and Transit Sanitary Sewer Rehabilitation and Countywide CCTV	\$110,048.41	2009
7.	Financial Management General Comments:		
	<div style="border: 1px solid black; width: 600px; height: 20px; margin: 0 auto;"></div>		

COMPLIANCE MAINTENANCE ANNUAL REPORT

Facility Name: Milwaukee County Facilities

Last Updated:
6/28/2010

Reporting Year: 2009

Financial Management (Continued)

Total Points Generated	0
Score (100 - Total Points Generated)	100
Section Grade	A

COMPLIANCE MAINTENANCE ANNUAL REPORT

Facility Name: Milwaukee County Facilities

Last Updated:
6/28/2010

Reporting Year: 2009

Sanitary Sewer Collection Systems

Questions	Points
1. Do you have a Capacity, Management, Operation & Maintenance (CMOM) requirement in your WPDES permit?	
<input checked="" type="radio"/> Yes <input type="radio"/> No	
2. Did you have a <u>documented</u> (written records/files, computer files, video tapes, etc.) sanitary sewer collection system operation & maintenance or CMOM program last calendar year?	0
<input checked="" type="radio"/> Yes (go to question 3) <input type="radio"/> No (30 points) (go to question 4)	
3. Check the elements listed below that are included in your Operation and Maintenance (O&M) or CMOM program.:	
<input checked="" type="checkbox"/> Goals: Describe the specific goals you have for your collection system: <div style="border: 1px solid black; padding: 5px; margin: 5px 0;"> 1. Comply with the conditions of the WPDES permit 2. Minimize the occurrence of preventable overflows 3. Ensure proper O&M is performed on County sewer collection system assets 4. Improve or maintain system reliability 5. Reduce the potential threat to human health from sewer overflows 6. Provide adequate capacity to convey peak flow 7. Manage infiltration and inflow 8. Protect collection system worker health and safety 9. Operate a continuous CMOM Program </div> <input checked="" type="checkbox"/> Organization: Do you have the following written organizational elements (check only those that you have): <input checked="" type="checkbox"/> Ownership and governing body description <input checked="" type="checkbox"/> Organizational chart <input checked="" type="checkbox"/> Personnel and position descriptions <input checked="" type="checkbox"/> Internal communication procedures <input type="checkbox"/> Public information and education program <input checked="" type="checkbox"/> Legal Authority: Do you have the legal authority for the following (check only those that apply): <input type="checkbox"/> Sewer use ordinance Last Revised MM/DD/YYYY <input style="width: 100px; height: 20px;" type="text"/> <input type="checkbox"/> Pretreatment/Industrial control Programs <input type="checkbox"/> Fat, Oil and Grease control <input type="checkbox"/> Illicit discharges (commercial, industrial) <input checked="" type="checkbox"/> Private property clear water (sump pumps, roof or foundation drains, etc) <input checked="" type="checkbox"/> Private lateral inspections/repairs <input checked="" type="checkbox"/> Service and management agreements <input checked="" type="checkbox"/> Maintenance Activities: details in Question 4 <input checked="" type="checkbox"/> Design and Performance Provisions: How do you ensure that your sewer system is designed and constructed properly? <input checked="" type="checkbox"/> State plumbing code <input checked="" type="checkbox"/> DNR NR 110 standards <input checked="" type="checkbox"/> Local municipal code requirements <input checked="" type="checkbox"/> Construction, inspection and testing <input checked="" type="checkbox"/> Others: <div style="border: 1px solid black; padding: 2px; margin-top: 5px;">Ten States Standards</div>	

COMPLIANCE MAINTENANCE ANNUAL REPORT

Facility Name: Milwaukee County Facilities

Last Updated:
6/28/2010

Reporting Year: 2009

Sanitary Sewer Collection Systems (Continued)

	<p><input checked="" type="checkbox"/> Overflow Emergency Response Plan: Does your emergency response capability include (check only those that you have):</p> <ul style="list-style-type: none"> <input checked="" type="checkbox"/> Alarm system and routine testing <input checked="" type="checkbox"/> Emergency equipment <input checked="" type="checkbox"/> Emergency procedures <input checked="" type="checkbox"/> Communications/Notifications (DNR, Internal, Public, Media etc) <p><input checked="" type="checkbox"/> Capacity Assurance: How well do you know your sewer system? Do you have the following?</p> <ul style="list-style-type: none"> <input checked="" type="checkbox"/> Current and up-to-date sewer map <input checked="" type="checkbox"/> Sewer system plans and specifications <input checked="" type="checkbox"/> Manhole location map <input checked="" type="checkbox"/> Lift station pump and wet well capacity information <input checked="" type="checkbox"/> Lift station O&M manuals <p>Within your sewer system have you identified the following?</p> <ul style="list-style-type: none"> <input checked="" type="checkbox"/> Areas with flat sewers <input checked="" type="checkbox"/> Areas with surcharging <input checked="" type="checkbox"/> Areas with bottlenecks or constrictions <input type="checkbox"/> Areas with chronic basement backups or SSO's <input checked="" type="checkbox"/> Areas with excess debris, solids or grease accumulation <input checked="" type="checkbox"/> Areas with heavy root growth <input checked="" type="checkbox"/> Areas with excessive infiltration/inflow (I/I) <input type="checkbox"/> Sewers with severe defects that affect flow capacity <input type="checkbox"/> Adequacy of capacity for new connections <input type="checkbox"/> Lift station capacity and/or pumping problems <p><input checked="" type="checkbox"/> Annual Self-Auditing of your O&M/CMOM Program to ensure above components are being implemented, evaluated, and re-prioritized as needed.</p> <p><input checked="" type="checkbox"/> Special Studies Last Year (check only if applicable):</p> <ul style="list-style-type: none"> <input type="checkbox"/> Infiltration/Inflow (I/I) Analysis <input type="checkbox"/> Sewer System Evaluation Survey (SSES) <input type="checkbox"/> Sewer Evaluation and Capacity Management Plan (SECAP) <input type="checkbox"/> Lift Station Evaluation Report <input checked="" type="checkbox"/> Others: <div style="border: 1px solid black; padding: 5px; margin-top: 5px;"> <p>We completed our CMOM Management Plan, Overflow Response Plan, Communications Plan, and Audit Plan</p> </div>	
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4. Did your sanitary sewer collection system maintenance program include the following maintenance activities? Complete all that apply and indicate the amount maintained:

Cleaning	<input style="width: 50px;" type="text" value="10"/>	% of system/year
Root Removal	<input style="width: 50px;" type="text" value="1.34"/>	% of system/year
Flow Monitoring	<input style="width: 50px;" type="text" value="5"/>	% of system/year
Smoke Testing	<input style="width: 50px;" type="text" value="1"/>	% of system/year

COMPLIANCE MAINTENANCE ANNUAL REPORT

Facility Name: Milwaukee County Facilities

Last Updated:
6/28/2010

Reporting Year: 2009

Sanitary Sewer Collection Systems (Continued)

Sewer Line Televising	<input style="width: 50px;" type="text" value="10"/>	% of system/year
Manhole Inspections	<input style="width: 50px;" type="text" value="33"/>	% of system/year
Lift Station O&M	<input style="width: 50px;" type="text" value="0"/>	# per L.S./year
Manhole Rehabilitation	<input style="width: 50px;" type="text" value="5.3"/>	% of manholes rehabed
Mainline Rehabilitation	<input style="width: 50px;" type="text" value="1.5"/>	% of sewer lines rehabed
Private Sewer Inspections	<input style="width: 50px;" type="text" value="0"/>	% of system/year
Private Sewer I/I Removal	<input style="width: 50px;" type="text" value="0"/>	% of private services
Please include additional comments about your sanitary sewer collection system below:		
Milwaukee County Zoo has MMSD flow meter		

5. Provide the following collection system and flow information for the past year:

<input style="width: 80px;" type="text" value="35.8"/>	Total Actual Amount of Precipitation Last Year
<input style="width: 80px;" type="text" value="34.8"/>	Annual Average Precipitation (for your location)
<input style="width: 80px;" type="text" value="39.6"/>	Miles of Sanitary Sewer
<input style="width: 80px;" type="text" value="23"/>	Number of Lift Stations
<input style="width: 80px;" type="text" value="2"/>	Number of Lift Station Failure
<input style="width: 80px;" type="text" value="3"/>	Number of Sewer Pipe Failures
<input style="width: 80px;" type="text" value="2"/>	Number of Basement Backup Occurrences
<input style="width: 80px;" type="text" value="0"/>	Number of Complaints
<input style="width: 80px;" type="text"/>	Average Daily Flow in MGD

COMPLIANCE MAINTENANCE ANNUAL REPORT

Facility Name: Milwaukee County Facilities

Last Updated:
6/28/2010

Reporting Year: 2009

Sanitary Sewer Collection Systems (Continued)

<input type="text"/>	Peak Monthly Flow in MGD(if available)	
<input type="text"/>	Peak Hourly Flow in MGD(if available)	

COMPLIANCE MAINTENANCE ANNUAL REPORT

Facility Name: Milwaukee County Facilities

**Last Updated:
6/28/2010**

Reporting Year: 2009

Sanitary Sewer Collection Systems (Continued)

	<table border="1" style="width: 100%; border-collapse: collapse;"> <tr> <th colspan="4" style="text-align: left; padding: 2px;">NUMBER OF SANITARY SEWER OVERFLOWS (SSO) REPORTED (10 POINTS PER OCCURRENCE)</th> </tr> <tr> <th style="width: 10%; padding: 2px;">Date</th> <th style="width: 40%; padding: 2px;">Location</th> <th style="width: 30%; padding: 2px;">Cause</th> <th style="width: 20%; padding: 2px;">Estimated Volume (MG)</th> </tr> <tr> <td colspan="4" style="padding: 5px;">NONE REPORTED</td> </tr> </table> <p style="text-align: right; margin-right: 10px;">0</p> <p>Were there SSOs that occurred last year that are not listed above?</p> <p style="margin-left: 20px;"> <input type="radio"/> Yes <input checked="" type="radio"/> No </p> <p>If Yes, list the SSOs that occurred:</p> <div style="border: 1px solid black; height: 20px; width: 60%; margin-left: 20px;"></div>	NUMBER OF SANITARY SEWER OVERFLOWS (SSO) REPORTED (10 POINTS PER OCCURRENCE)				Date	Location	Cause	Estimated Volume (MG)	NONE REPORTED			
NUMBER OF SANITARY SEWER OVERFLOWS (SSO) REPORTED (10 POINTS PER OCCURRENCE)													
Date	Location	Cause	Estimated Volume (MG)										
NONE REPORTED													
	<p>PERFORMANCE INDICATORS</p> <p><input style="width: 50px;" type="text" value="0.09"/> Lift Station Failures(failures/ps/year)</p> <p><input style="width: 50px;" type="text" value="0.08"/> Sewer Pipe Failures(pipe failures/sewer mile/yr)</p> <p><input style="width: 50px;" type="text" value="0.00"/> Sanitary Sewer Overflows (number/sewer mile/yr)</p> <p><input style="width: 50px;" type="text" value="0.05"/> Basement Backups(number/sewer mile)</p> <p><input style="width: 50px;" type="text" value="0.00"/> Complaints (number/sewer mile)</p> <p><input style="width: 50px;" type="text"/> Peaking Factor Ratio (Peak Monthly:Annual Daily Average)</p> <p><input style="width: 50px;" type="text"/> Peaking Factor Ratio(Peak Hourly:Annual daily Average)</p>												
6.	<p>Was infiltration/inflow(I/I) significant in your community last year?</p> <p style="margin-left: 20px;"> <input type="radio"/> Yes <input checked="" type="radio"/> No </p> <p>If Yes, please describe:</p> <div style="border: 1px solid black; height: 20px; width: 60%; margin-left: 20px;"></div>												
7.	<p>Has infiltration/inflow and resultant high flows affected performance or created problems in your collection system, lift stations, or treatment plant at any time in the past year?</p> <p style="margin-left: 20px;"> <input type="radio"/> Yes <input checked="" type="radio"/> No </p> <p>If Yes, please describe:</p> <div style="border: 1px solid black; height: 20px; width: 60%; margin-left: 20px;"></div>												
8.	<p>Explain any infiltration/inflow(I/I) changes this year from previous years?</p>												

COMPLIANCE MAINTENANCE ANNUAL REPORT

Facility Name: Milwaukee County Facilities

**Last Updated:
6/28/2010**

Reporting Year: 2009

Sanitary Sewer Collection Systems (Continued)

	We rehabilitated: 27 manholes and 2250 feet of pipe at the Milwaukee County Grounds and Zoo 29 manholes and 838 feet of pipe at General Mitchell International Airport and House of Corrections	
9.	What is being done to address infiltration/inflow in your collection system?	
	<div style="border: 1px solid black; height: 20px; width: 100%;"></div>	

Total Points Generated	0
Score (100 - Total Points Generated)	100
Section Grade	A

COMPLIANCE MAINTENANCE ANNUAL REPORT

Facility Name: Milwaukee County Facilities

Last Updated:

Reporting Year: 2009

WPDES No.0047341

GRADING SUMMARY				
SECTION	LETTER GRADE	GRADE POINTS	WEIGHTING FACTORS	SECTION POINTS
Financial Management	A	4.0	1	4
Collection Systems	A	4.0	3	12
TOTALS			4	16
GRADE POINT AVERAGE(GPA)=4.00		4.00		

Notes:

A = Voluntary Range

B = Voluntary Range

C = Recommendation Range (Response Required)

D = Action Range (Response Required)

F = Action Range (Response Required)

COMPLIANCE MAINTENANCE ANNUAL REPORT

Facility Name: Milwaukee County Facilities

Last Updated:

Reporting Year: 2009

Resolution or Owner's Statement

NAME OF GOVERNING BODY OR OWNER	DATE OF RESOLUTION OR ACTION TAKEN
Milwaukee County	07-29-2010
RESOLUTION NUMBER	
ACTIONS SET FORTH BY THE GOVERNING BODY OR OWNER RELATING TO SPECIFIC CMAR SECTIONS (Optional for grade A or B, required for grade C, D, or F):	
Financial Management: Grade=A	
Collection Systems: Grade=A	
ACTIONS SET FORTH BY THE GOVERNING BODY OR OWNER RELATING TO THE OVERALL GRADE POINT AVERAGE AND ANY GENERAL COMMENTS (Optional for G.P.A. greater than or equal to 3.00, required for G.P.A. less than 3.00) G.P.A. = 4.00	



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

Date: July 9, 2010

To: Chairman Lee Holloway, County Board of Supervisors

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

Subject: Requesting the Board (1) Assign the Lease from the Office of the Sheriff to the Department of Parks, Recreation and Culture; and (2) Transfer Land from the Sheriff to DPRC – Action Item

POLICY

On July 1, 2010 the Farm and Fish Hatchery (FFH) was transferred to the Milwaukee County Department of Parks, Recreation and Culture (DPRC). The Parks Director respectfully requests, (1) an assignment to DPRC of the lease agreement and amendment (Lease) between the Sheriff's Office and the Hunger Task Force (HTF); and (2) a land transfer from the Sheriff's Office to DPRC.

BACKGROUND

To effectively operate and support FFH, the Parks Director respectfully requests the following:

- 1. Assignment to DPRC of the Lease Between the Sheriff's Office and HTF (see Exhibit A):**
In 2006 the Sheriff's Office entered into a Lease (see Exhibit B) with HTF allowing HTF to use approximately 144.6 acres of land for agricultural purposes, to use the "warehouse", a "greenhouse", and to have storage access to the "general store" for HTF operations. Because DPRC, as of July 1, 2010, is now managing the operational oversight and support of FFH, DPRC requests that the Lease and all the rights and responsibilities contained therein, be assigned to DPRC.
- 2. Land Transfer (see Exhibit C):**
To effectively manage the oversight and operation of FFH, DPRC requests that the Board transfers from the Sheriff's Office to DPRC those parcels of County owned property that are used in support of FFH, including the land leased by HTF for operation of the farm, the land used for the operation of the fish hatchery, the land used by DPRC in support of its tree nursery, as well as those parcels of County owned land pegged for acquisition by DPRC in its updated version of the 1992 Board adopted "Park and Open Space Plan for Milwaukee County". The land transferred shall be designated as Park-Owned Property.



RECOMMENDATION

The Parks Director respectfully requests that the Board: (1) assigns to DPRC the Lease between the Sheriff's Office and HTF; and (2) transfers to DPRC the land currently controlled by the Sheriff's Office used in support of FFH, as well as those parcels pegged for acquisition by DPRC in its updated version of the 1992 Board adopted "Park and Open Space for Milwaukee County".

Prepared by: Paul Kuglitsch, Contracts Officer/DPRC

Recommended by:

Approved by:

Chuck Ward, Chief of Administration and
External Affairs

Sue Black, Parks Director

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. Gerry Broderick, Chairman, Parks Committee
Supv. Joe Sanfelippo, Vice-Chairman, Parks Committee
Linda Durham, Parks, Energy and Environment Committee Clerk

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(ITEM NO.) From the Director, Department of Parks, Recreation and Culture (DPRC), respectfully requesting that the Milwaukee County Board of Supervisors (Board): (1) assigns to DPRC the lease agreement and amendment (Lease) between the Office of the Sheriff and Hunger Task Force (HTF); and (2) transfers to DPRC the land currently controlled by the Sheriff’s Office used in support of the Farm and Fish Hatchery (FFH), including those parcels pegged for acquisition in the updated version of the 1992 Board adopted “Park and Open Space Plan for Milwaukee County”, by recommending adoption of the following:

A RESOLUTION

WHEREAS, 2010 Adopted Budget 1A014 required FFH to begin to transition from the Office of the Sheriff’s budget to DPRC’s budget by July 1, 2010; and

WHEREAS, the full operational oversight and support of FFH was in fact transitioned on July 1, 2010; and

WHEREAS, the Lease between the Office of the Sheriff and HTF is still under the jurisdiction of the Sheriff; and

WHEREAS, the land used in support of FFH and HTF is still controlled by the Sheriff’s Office; and

WHEREAS, certain other parcels of land controlled by the Sheriff’s Office and identified on Exhibit “C” are pegged for acquisition by DPRC in its updated version of the 1992 Board adopted “Park and Open Space Plan for Milwaukee County” based upon the natural resource and recreational value of the subject parcels; and

WHEREAS, to effectively operate, manage, and support FFH, and preserve Milwaukee County’s natural resources, the Parks Director respectfully recommends the Board assign the Lease between the Sheriff’s Office and HTF to DPRC, and transfer the land controlled by the Sheriff’s Office used in support of FFH and HTF, including the land pegged for acquisition in DPRC’s updated version of its park and open space plan; now, therefore,

BE IT FURTHER RESOLVED, that the Milwaukee County Board of Supervisors hereby authorizes and directs the Parks Director and Office of the Sheriff to prepare and execute all documents as required to effectively assign the Lease Agreement between the Office of the Sheriff and HTF to DPRC; and

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

45 hereby authorizes and directs the Parks Department and the Office of the Sheriff to effect a
46 land transfer, transferring to DPRC all the land used in support of FFH and HTF from the
47 Sheriff's Office to DPRC.
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49

MILWAUKEE COUNTY FISCAL NOTE FORM

DATE: June 9, 2010

Original Fiscal Note

Substitute Fiscal Note

SUBJECT: July 1, 2010 Transfer of the Farm and Fish Hatchery from the Sheriff's Office to the Department of Parks, Recreation and Culture.

FISCAL EFFECT:

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

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

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

DESCRIPTION OF FISCAL EFFECT

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

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

A. To effect the operational oversight and support of the Farm and Fish Hatchery (FFH), which was transferred to DPRC July 1, 2010, DPRC requests that the Milwaukee County Board of Supervisors: (1) assigns to DPRC the Lease between the Sheriff's Office and Hunger Task Force (HTF); and (2) transfer land used in support of FFH operations, including land pegged for acquisition in the updated version of the Board Adopted 1992 "Park and Open Space Plan for Milwaukee County".

B. DPRC will absorb the operational costs associated with running FFH, including staffing, operational expenses, and utilities. Beginning 2011 DPRC will receive from HTF a \$20,000 annual rental payment.

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.

ASSIGNMENT AND ASSUMPTION OF LEASE

This Assignment and Assumption of Lease ("Agreement") is made and entered into effective _____, 2010, by and between the OFFICE OF THE SHERIFF (the "Assignor") and the MILWAUKEE COUNTY DEPARTMENT OF PARKS, RECREATION, AND CULTURE (the "Assignee"). Together these named entities constitute the Parties ("Parties") to this Agreement.

WHEREAS, as of July 1, 2010 the operational oversight and support of the Farm and Fish Hatchery (FFH) was transferred from the Assignor to the Assignee, including the lands used in support of FFH (the "Property"); and

WHEREAS, a portion of the Property is leased to the Hunger Task Force (the "Tenant") pursuant to a December 2006 lease agreement and amendment (the "Lease") between the Tenant, as tenant and the Assignor as landlord; and

WHEREAS, the Assignee agrees to accept the Lease;

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

1. The Assignor hereby grants, transfers, conveys, assigns and sets over to the Assignee its entire right, title, interest and estate in and to the Lease (please see Exhibit A) and the rents and all other amounts payable thereunder and all other benefits and advantages to be derived therefrom, to have and to hold unto the Assignee for and during the remainder of the term of the term of Lease.
2. The Parties agree that this Assignment shall become effective as of _____, 2010.
3. The Assignor covenants that the Lease is in full force and effect and that there is not material default by the parties thereunder.

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

Office of the Sheriff

by _____ Date _____
David Clarke, Sheriff

Milwaukee County Dept of Parks, Recreation & Culture

by _____ Date _____
Sue Black, Director

Approved as to form and independent status:

by _____ Date _____ by _____ Date _____
Corporation Counsel Risk Management

THIS LEASE, dated as of the ____ day of _____, 2006, is entered into by and between MILWAUKEE COUNTY, a municipal corporation in the State of Wisconsin, ("Landlord"), and HUNGER TASK FORCE, INC., a Wisconsin corporation ("Tenant").

WITNESSETH:

In consideration of the mutual promises and covenants contained herein and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties hereto agree as follows:

1. Premises. "Premises" means the real estate commonly known as "House of Correction lands" located in the City of Franklin at the Milwaukee County House of Correction, consisting of approximately 151 acres of land, the "warehouse", the "greenhouse", and storage access to the "general store", together with all fixtures and other improvements located on such land and all rights appurtenant thereto.

2. Demise of Premises. Landlord hereby leases and demises the Premises unto Tenant and Tenant hereby rents the Premises from Landlord, subject to the terms and conditions set forth below.

3. Term. The initial term of this Lease shall be for a period of ten (10) years commencing at 12:01 A.M. on _____, and ending at 11:59 P.M. on _____ (the "Initial Term"), unless sooner terminated as hereinafter provided. Landlord and Tenant may mutually extend the term of this Lease for two (2) additional, consecutive periods of five (5) years each (each such term being referred to herein as the "Extension Term"). Provided that Tenant is not then in default under any other provision of this Lease, beyond any applicable notice and cure periods, then Tenant and Landlord may mutually agree to extend the Initial Term pursuant to the foregoing by Tenant delivering written notice to Landlord of Tenant's interest to extend not later than three (3) months prior to the expiration of the Initial Term or the Extension Term, as applicable. The Initial Term and the Extension Term is sometimes referred to herein as the "Term."

4. Purpose. Tenant may use the Premises for the operation of an urban work farm worked by inmate labor pursuant to, and in accordance with, the terms and conditions of this Lease.

5. Rent. Tenant shall pay to Landlord an annual rent of Twenty thousand dollars (\$20,000) during the Term. Rent is due on the first day of each year during the Term, payable without demand.

6. Rules and Regulations. Tenant shall comply with all rules and regulations governing the operation, use, and control of the House of Correction

7. Construction

(a) The Tenant may erect such structures as Landlord and it mutually agree that Tenant requires for operation on said land. During the conceptual and planning phases of any such site improvements, Tenant shall keep Landlord and its Department of Transportation and Public Works advised on an on-going basis and welcome input from the Department of Transportation and Public Works as alternatives are being considered. Prior to the construction of any buildings on said land, the Tenant agrees to submit construction plans and specifications to the Landlord's Department of Transportation and Public Works for review and approval. The final conceptual and construction plans (with regard to engineering, structural, environmental and utilities matters) shall require the Department of Transportation and Public Works' review and approval, which must be obtained prior to bidding out and awarding any contracts to commence construction. As a condition to issuance of approval, the Department of Transportation and Public Works may require reasonable proof that adequate private or public funding exists for the construction, potential environmental remediation and subsequent operation, maintenance and repair of the new improvements. A development agreement between Landlord and Tenant shall govern any environmental investigation and liability for environmental remediation, demolition, construction, consultation and approval issues related to the site development as well as Tenant's obligation to pay for all costs of planning, architectural services and construction of the site development. Tenant will not be a guarantor of the safety of said premises or structures. Construction shall conform to the plans and specifications so approved and the Tenant agrees to be solely liable and responsible for compliance with all zoning and building regulations and all permit, inspection and related fees of the City of Franklin. The Tenant shall not deviate substantially from said plans without the prior written consent of Landlord's Department of Transportation and Public Works. Landlord's Department of Transportation and Public Works will not unreasonably withhold consent. Any buildings so constructed shall at all times be the Tenant's sole responsibility. Upon termination of this lease, by either party or abandonment by Tenant, any improvement made by Tenant shall, at Landlord's option, either be removed by the Tenant at no cost to the Landlord and the land returned to its original condition prior to Tenant's occupation, or said improvements shall become the sole property of the Landlord and not Tenant.

(b) Tenant shall, to the extent required under any Environmental Laws (as hereinafter defined), be responsible for any repair, clean-up, remediation or detoxification arising out of any Hazardous Materials brought onto or introduced into the Premises or surrounding areas by Tenant, its agents or guests, and/or Hazardous Materials whose presence pre-exists the commencement of Tenant's lease term, located in and on the Premises, that are discovered or disturbed as a result of Tenant's construction activities on, at or near the Premises, unless the development agreement governing such site improvement provides otherwise. Notwithstanding the foregoing, the term "construction activities" as used in the preceding sentence shall not include inspections or testing for Hazardous Materials at the Premises by Tenant if such inspections and/or testing is performed with Landlord's prior approval and prior to the commencement of any construction activity on the portion of the Premises that is subject to such testing and/or inspections. Tenant shall indemnify, defend and hold Landlord harmless from any liability, cost, damage, claim or injury (including reasonable attorney fees) arising therefrom.

(c) All work described in this Section 7 shall be performed in a good and workmanlike manner at the sole expense of Tenant. Tenant shall not permit, create, incur or impose or cause or suffer others to permit, create, incur or impose any lien or other obligation

against the Premises, Tenant's interest in the Premises, or Landlord by reason of any work upon the Premises, and Tenant agrees to hold Landlord harmless of and from any and all claims or demands by any contractor, subcontractor, materialman, laborer or any other third person against the Premises, Tenant's interest in the Premises, or Landlord relating to or arising because of any work thereon. Title to any improvements constructed upon the Premises shall remain in Tenant during the Term. Except as otherwise provided herein, title to any improvements as may exist upon the Premises at the expiration of this Lease shall vest in Landlord and be deemed a part of the Premises.

(d) Tenant shall commence construction of any such improvements described in the approved plans and specifications as soon as reasonably practicable following Landlord's approval and shall have a period of eighteen (18) months, or other period of time mutually agreed upon by Landlord and Tenant, thereafter to complete Tenant improvements contemplated hereby (subject to extension by reason of force majeure).

8. Maintenance and Repair. During the Term Tenant shall be responsible for repairing all damage to the Premises caused by Tenant or its agents and Tenant shall further be responsible for the maintenance and repair of such buildings and structures as it erects in and on the Premises. Landlord shall make all other necessary repairs and replacements, structural or otherwise, to the Premises and complete such repairs or replacements within a reasonable time following written notice from Tenant; provided, however, that any repairs or replacements relating to conditions threatening the safety or security of the staff of Tenant or the inmates, or materially adversely affecting the operation of the Premises by Tenant, or jeopardizes the Stockbox program shall be made by Landlord as soon as reasonably possible. The Stockbox program is more formally known as the Commodity Supplemental Food Program, and provides pre-packed boxes of supplemental foods for low-income seniors. Tenant presently packs the boxes, with inmate volunteers at the warehouse on the farm grounds.

9. Utilities and Taxes.

(a) Tenant agrees to pay 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 the Premises (the "Warehouse") during the Term. Prior to delivery of the Premises, Landlord shall ensure that all utility connections to the Warehouse are established and in good working order.

(b) Landlord agrees to pay 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 fish hatchery located on the Premises (the "Hatchery") during the Term. Prior to delivery of the Premises, Landlord shall ensure that all utility connections to the Hatchery are established and in good working order.

(c) Tenant shall be liable for all personal property taxes that may be levied against property owned or kept on the Premises by the Tenant.

10. Insurance.

(a) Tenant shall maintain the following insurance at its expense:

(i) Workers' compensation insurance in accordance with the minimum statutory requirements.

(ii) Commercial general liability and property damage insurance, covering Tenant against bodily injury liability and property damage liability. Such policy shall be in amounts of not less than One Million and 00/100 Dollars (\$1,000,000) per injury or occurrence with respect to any insured liability for personal injury and Milwaukee County shall be named as an additional insured.

(iii) Fire and property insurance coverage written to include special perils on the Premises in an amount equal to the full replacement value of any improvements, betterments and new buildings constructed thereon.

(iv) Automobile Liability Insurance, All Vehicles, Bodily Injury & Property Damage, \$1,000,000 Per Accident, and, Uninsured Motorists, as per Wisconsin Statutes.

(b) Landlord shall at all times maintain at its own expense commercial general liability and property damage insurance. Such policy shall be in amounts of not less than One Million and 00/100 Dollars (\$1,000,000) per injury or occurrence with respect to any insured liability for personal injury.

(c) All insurance policies shall: (i) be endorsed to protect Landlord ~~and~~ ~~Tenant~~, as their respective interests may appear; and (ii) provide that the policy of insurance shall not be terminated, cancelled, or substantially modified without at least thirty (30) days prior written notice to Landlord and Tenant.

(d) Each party shall provide to the other upon request certificates of insurance or copies of insurance policies evidencing that insurance satisfying the requirements of this Lease is in effect at all times during the Term.

11. Independent Contractor. Nothing contained in this Agreement shall constitute or be construed to create a partnership or joint venture between the Landlord or its successors or assigns and Tenant or its successors or assigns. In entering into this Agreement, and in acting in compliance herewith, Tenant is at all times acting and performing as an independent contractor duly authorized to perform the acts required of it hereunder. This Agreement does not create the relationship of principal and agent or of partnership or joint venture or of any association between Landlord and Tenant, the sole relationship between them being that of lessor and lessee.

12. Indemnification. Tenant agrees to the fullest extent permitted by law to indemnify, defend and hold harmless Landlord, its agents, officers and employees from and against all loss or expense including costs and attorney's fees by reason of liability for damages including suits at law or in equity caused by any wrongful, intentional, or negligent act of omission by Tenant or its agents which may arise out of or connected with activities under this agreement.

13. Damage or Destruction. If any buildings or improvements located on the Premises shall be destroyed or damaged in whole or in part by fire or other casualty, Tenant or

Landlord shall be entitled to all insurance proceeds thereof, depending on which of them had originally constructed the building. The party that originally constructed the subsequently destroyed or damaged building and thereby received the insurance proceeds may, at its sole discretion, repair, replace or rebuild the same, subject to the provisions of Section 7 hereof.

14. Quiet Enjoyment. Landlord covenants that Tenant shall have the right to the peaceful and quiet occupancy and possession of the Premises during the Term.

15. Landlord's Covenant of Title. Landlord represents and warrants that, as of the date hereof, Landlord holds title to the Premises in fee simple absolute, free and clear of any lien or encumbrance whatsoever, including any contracts of sale for the Premises or any portion thereof, excepting only the following "Permitted Encumbrances": (i) municipal and zoning ordinances, and agreements entered into under them; (ii) general taxes levied in 2006.

16. Eminent Domain.

(a) If all of the Premises is taken by the exercise of the power of eminent domain, or sold under the threat of eminent domain (a "Taking"), this Lease shall terminate as of the date possession is taken by the condemnor and any rent paid in advance shall be adjusted and refunded accordingly. If, as the result of a Taking, less than all of the Premises is taken, Tenant shall have the right to terminate this Lease if in Tenant's reasonable judgment the premises remaining are such that their continued use for the purpose for which the same were being used immediately prior to such Taking is reasonably impractical or economically imprudent. Termination shall be effective on the date possession is taken by the condemnor. The option to terminate herein granted shall be exercised in writing by Tenant within thirty (30) days after the date of the taking of possession by the condemnor.

17. Inspection. Landlord and its authorized representatives shall have the right to enter upon the Premises or any part thereof and inspect the same.

18. Surrender at Termination; Removal of Property. At the termination of this Lease for any reason, Tenant shall quietly and peaceably surrender possession of the Premises (and any improvements located thereon) to Landlord. Any furniture, fixtures, equipment and personal property, whether or not affixed to any building or other improvement on the Premises, may be removed by Tenant at any time prior to the termination of this Lease. All the property removable pursuant to the provisions of this section shall be removed or caused to be removed by Tenant on or before the expiration of this Lease, and all property not so removed shall be deemed abandoned by Tenant and shall, at Landlord's option, become the property of Landlord or be removed from the Premises by Landlord at Tenant's expense. Upon termination of this lease, by either party or abandonment by Tenant, any improvement made by Tenant shall, at Landlord's option, either be removed by the Tenant at no cost to the Landlord and the land returned to its original condition prior to Tenant's occupation, or said improvements shall become the sole property of the Landlord and not Tenant.

19. Assignment and Subletting. Tenant shall not assign this Lease or any interest herein, or sublet all or any portion of the Premises, without the prior written consent of Landlord.

20. Tenant Default and Remedies.

(a) Each of the following shall be deemed a breach of this Lease and a default by Tenant:

(i) If Tenant becomes insolvent, files or answers any petition under any bankruptcy or insolvency laws, files any assignment for the benefit of creditors, or generally is not paying its debts as the same become due; or

(ii) If Tenant fails to perform any of its obligations under this Lease including, without limitation, the payment of rent within ten (10) days after the same is due.

(b) Notwithstanding the foregoing, no such breach (other than the failure to pay rent) shall constitute a default hereunder, unless otherwise expressly provided herein, unless and until Landlord shall have given notice thereof and a period of thirty (30) days shall have elapsed, during which period Tenant may correct or cure such event, upon failure of which a default shall be deemed to have occurred hereunder without further notice or demand of any kind. If such breach or default cannot be cured reasonably within the thirty (30) day period and Tenant diligently is pursuing a cure of such breach or default, then Tenant, after receiving the notice specified herein, shall have a reasonable period to cure such breach or default.

(c) In the event of any breach or default, subject to the notice prior to default set forth in subparagraph (b) above or such other notice as may be required by law and which cannot be waived by Tenant, Landlord shall be entitled to exercise, at its option, concurrently, successively, or in any combination, all remedies available at law or in equity, including without limitation any one or more of the following:

(i) To terminate this Lease;

(ii) To reenter and take possession of the Premises or any part thereof (which reentry shall not operate to terminate this Lease unless Landlord expressly so elects) and of any and all fixtures which are located on the Premises and owned by Landlord;

(iii) To relet the Premises or any part thereof for such term or terms (including a term which extends beyond the original Term), at such rentals and upon such other terms as Landlord, in its reasonable business judgment, may determine, with all proceeds received from such reletting being applied to the rentals and other sums due from Tenant in such order as Landlord may determine, in its sole discretion, with Tenant remaining liable for any deficiency; and

(iv) To immediately recover from Tenant an amount equal to the rentals and such other sums (including all sums required to be paid by Tenant, such as taxes) to be received from the date of such breach to the date of expiration of the original Term.

In addition, in the event of any breach or default by Tenant (including, without limitation, any breach of or default in Tenant's obligations to maintain and repair the Premises), immediately or at any time thereafter, and without notice, except as required herein, Landlord may, but shall not be obligated to, correct such breach or default (without, however, curing the same) for the account and at the expense of the Tenant. Any sum or sums so paid by Landlord

and all costs and damages incurred by Landlord shall be deemed to be additional rent hereunder and shall be due from Tenant to Landlord immediately upon demand therefor.

21. Landlord Default and Remedies. In the event Landlord fails to perform any of its obligations under this Lease, and does not correct such failure within thirty (30) days following receipt thereof of written notice from Tenant, Landlord shall be in default hereunder (provided, however, if such failure cannot be reasonably cured within such thirty (30) day period and Landlord diligently is pursuing a cure of such failure, then Landlord after receiving the notice specified herein shall have a reasonable period to cure such failure). Following any such default, Tenant shall be entitled to terminate this lease and receive a refund of any prepaid rent.

22. Hazardous Materials

(a) For purposes of Section 7(b) and this Section 22, "hazardous or toxic material" shall be defined to include, without limitation, (a) asbestos or any material composed of or containing asbestos in any form and in any type, (b) polychlorinated biphenyl compounds ("PCB") or any material composed of or containing PCB, or (c) any hazardous, toxic or dangerous waste, substance, material, smoke, gas, particulate matter, or any substance regulated under Wis. Stat. § 292.01(5) or as from time to time defined by or for purposes of the Comprehensive Environmental Response, Compensation and Liability Act, as amended, and any law commonly referred to, as of the date of this Lease, as "Superfund" or "Superlien," or any successor to such laws, or any other federal, state or local environmental, health or safety statute, ordinance, code, rule, regulation, order or decree regulating, relating to or imposing liability or standards concerning or in connection with hazardous, toxic or dangerous wastes, substances, material, smoke, gas or particulate matters as now or subsequently in effect (collectively, the "Environmental Laws"), or any common law theory based on nuisance or strict liability.

(b) Tenant shall not conduct or authorize the generation, transportation, storage, installation treatment or disposal at the Premises, of any hazardous or toxic material except in compliance with the Environmental Laws.

(c) If the presence, release, threat of release, placement on or in the Premises, or the generation, transportation, storage, treatment, or disposal at the Premises of any hazardous or toxic material caused by Tenant or Tenant's representatives, employees, contractors, vendors or invitees: (a) gives rise to liability (including, but not limited to, a response action, remedial action, or removal action) under any Environmental Laws or any common law theory based on nuisance or strict liability; (b) causes a significant public health effect; or (c) pollutes or threatens to pollute the environment, Tenant shall promptly take any and all remedial and removal action necessary to clean up the Premises and mitigate exposure to liability arising from the hazardous or toxic material, whether or not required by law.

(d) Landlord agrees to indemnify, defend and hold harmless Tenant, its representatives, agents and employees (collectively, the "Tenant Indemnitees") from and against any and all debts, liens, claims, causes of action, administrative orders or notices, costs, personal injuries, losses, damages, liabilities, demands, damages, interest, fines, penalties or expenses, including attorneys' fees and expenses, consultants' fees and expenses, court costs and all other out-of-pocket expenses, suffered or incurred by the Tenant Indemnitees resulting from actions or

omissions at any time prior to, during, or after the Term related to any handling, releasing, storage, insertion or any other manner of hazardous or toxic material in, upon or under the surface of the Premises or in any surface waters or ground waters on or under the Premises or any migration off the Premises, unless caused by or related to the acts or omissions of Tenant, its representatives, agents or employees. Landlord's obligations under this Section shall survive the expiration or termination of this Lease.

23. Termination. Provided that Tenant is not in default under the terms of this Lease, Tenant shall be entitled to terminate this Lease, upon ninety (90) day written notice to Landlord, should Tenant at any time fail to receive its annual funding grant from the State of Wisconsin Department of Health and Family Services. Provided that Landlord is not in default under the terms of this Lease, Landlord shall be entitled to terminate this Lease, upon 90 days written notice, if the County Board adopts a resolution specifically authorizing the termination of farm and fish hatchery operations at the House of Correction.

24. Holding Over by Tenant. If Tenant holds over or remains in possession or occupancy of the Premises after the expiration of this Lease, such holding over or continued possession or occupancy shall create only a tenancy from month to month at the last monthly rental and upon the same terms and conditions herein contained (other than the length of the Term), which may at any time be terminated by either Landlord or Tenant giving to the other thirty (30) days' written notice.

25. Affirmative Action. Tenant represents that no person shall, on the grounds of race, creed, color, national origin, or sex be excluded from participating in any employment activities covered in 14 CFR Part 152, Subpart E. Tenant represents that no person shall be excluded on these grounds from participating in or receiving the services or benefits of any program or activity covered by this subpart. Tenant represents that it will require that its covered suborganizations provide assurances to Landlord that they similarly will undertake affirmative action programs and that they will require assurances from their suborganizations, as created by 14 CFR Part 152, Subpart E, to the same effect.

26. Non-Discrimination and Equal Employment Opportunity. In the performance of its obligations under this lease, Tenant shall not discriminate against any employee or applicant for employment because of race, color, national origin, age, sex or handicap, which shall include but not be limited to the following: employment upgrading, demotion or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training including apprenticeships. Tenant will post in conspicuous places, available for employees and applicants for employment; notices to be provided by Landlord, setting forth the provisions of the non-discriminatory clause.

Tenant agrees that it will strive to implement the principle of equal employment opportunities through an effective affirmative action program. The program shall have as its objective to increase the utilization of women, minorities and handicapped persons, and other protected groups, at all levels of employment in all divisions of Tenant's work force where these groups may have been previously under-utilized and under-represented. Tenant also agrees that in the event of any dispute as to compliance with the forestalled requirements, it shall be its responsibility to show that it has met all such requirements.

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

If, after notice of a violation to Tenant, further violations of this section are committed during the Term, Landlord may terminate the Lease.

27. Prohibited Practices

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

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

28. Operation of the Premises. It is the intention of Landlord and Tenant that during the Term the Premises shall be operated by Landlord and Tenant as an urban work farm to plant, harvest and distribute produce and fish to a network of charities that provide hunger relief to low-income persons in the Milwaukee geographic area pursuant to the conditions set forth in Wisconsin State Statutes. In furtherance thereof, Landlord and Tenant have agreed to assume certain obligations with respect to the operation of the Premises, as set forth in this Section 29.

(a) Landlord's Obligations. During the Term, Landlord shall, at Landlord's sole cost and expense:

(i) Continue to stock the Milwaukee County Park lagoons with fish;

(ii) Recruit, screen and assign a H.O.C. inmate work crew for the operation of the fish hatchery, the greenhouse and fifty (50) acres of the Premises as set forth in Exhibit A;

(iii) Provide security training for Tenant's staff and volunteer personnel who are assigned to the operation of the Premises;

(iv) Provide the appropriate number of H.O.C. correctional officers/agricultural staff members to be assigned to the farm and fish hatchery operations at the Premises, as determined by the Superintendent of the H.O.C.; and

(v) Provide Milwaukee County water necessary for sufficient irrigation of Tenant's operations at the Premises; and

(vi) Provide technical assistance and necessary supportive material to the Tenant for the development of grant or funding applications, as needed.

(b) Tenant's Obligations. During the Term, Tenant shall, at Tenant's sole cost and expense:

(i) Determine which crops will be planted and harvested at the Premises;

(ii) Distribute a minimum of 200,000 pounds of produce harvested at the Premises for distribution to Milwaukee County emergency food pantries, homeless shelters and soup kitchens. All produce harvested by Tenant will be donated to such recipients at no cost to such recipients. Tenant shall use all reasonable commercial efforts to ensure that all such recipients do not sell the produce harvested at the Premises by Tenant;

(iii) Ensure that Tenant's staff (including employees and volunteers) and visitors have passed H.O.C. security screening before entering upon the Premises;

(iv) Ensure that Tenant's staff (including employees and volunteers) and visitors follow all H.O.C. rules, policies and procedures while at the Premises;

(v) Purchase new farm elements and all seeds and chemicals necessary for the Tenant's operations at the Premises; and

(vi) Dedicate a minimum of one (1) acre of the Premises to the planting and harvesting of pumpkins for distribution to Milwaukee County Parks, Milwaukee County Zoo, and other non-profit organizations. All pumpkins harvested by Tenant will be donated to such recipients at no cost to such recipients. Tenant shall use all reasonable commercial efforts to ensure that all such recipients do not sell the pumpkins harvested at the Premises by Tenant. Pumpkins will be provided by Tenant on a first-come, first-serve basis.

29. Land Preservation. Landlord and Tenant agree that at all times during the Term the Premises shall be preserved. Some House of Correction land may not necessarily tillable, based upon soil quality, distance from facility or water or proximity to streets. This same land that could, however, generate revenue for the project under one of several Farm Service Administration or USDA land preservation programs, whereby the federal government would lease agricultural land as long as it is preserved. Proceeds would be split evenly between Landlord and Tenant.

30. Grants. Tenant shall have the right to submit grant and/or other funding applications with regard to the Premises and may request reasonable technical assistance and/or supportive material from Landlord in preparation of such applications. Any funding provided by federal, state or local governments for the management, conservation, preservation or operation of the Premises or natural resources contained therein shall be divided equally between Tenant and Landlord.

31. Records and Audits. The Tenant shall allow Milwaukee County, the Milwaukee County Department of Audit, or any other party that Milwaukee County may name, when and as they demand, to audit, examine and make copies of, excerpts or transcripts from any records or other information directly relating to matters under this Agreement. Any sublease by the Tenant shall subject the sublessee and/or associates to the same audit terms and conditions as the Tenant. Tenant (or any sublessee) shall maintain and make available to Milwaukee County, the Milwaukee County Department of Audit, or any other party that Milwaukee County may name the aforementioned audit information for no less than three years after the conclusion of each lease term.

32. Notices. All notices, demands, requests, consents, approvals, or other instruments required or permitted to be given by either party pursuant to this Lease shall be in writing and shall be deemed to have been properly given upon delivery if hand-delivered, on the third business day after deposit in the United States mail, postage prepaid, or one business day after deposit with a nationally recognized overnight commercial courier, airbill prepaid, if addressed to the Parties at their respective addresses as set forth below:

To Landlord: Milwaukee County House of Correction
8885 South 68th Street
Franklin, Wisconsin 53214
Attn: _____

To Tenant: Hunger Task Force, Inc.
201 S. Hawley Court
Milwaukee, Wisconsin 53214
Attn: Sherrie Tussler, Director

The addresses for notices may be changed by the parties from time to time by delivery of written notice to the other party.

33. Removal of Tenant's Property. At the expiration of this Lease, Tenant may remove from the Premises all personal property belonging to Tenant. Tenant shall repair any damage caused by such removal and shall leave the Premises broom clean and the condition required by this Lease.

34. Waiver and Amendment. No provision of this Lease 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 obligation shall not be deemed a waiver of the same or any other obligation on any future occasion.

~~35.~~ 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 Lease, or the application of such to persons or circumstances other than those to which it is declared invalid and unenforceable, shall not be affected thereby, shall remain in full force and effect, and shall be valid and enforceable to the fullest extent permitted by law.

36. Entire Agreement. This Lease, and any other instruments or agreements referred to herein, constitute 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.

37. Binding Effect. The terms and conditions of this Lease shall be binding upon and benefit the parties hereto and their respective successors and assigns, if assigns are permitted.

[Signature Page Follows]

IN WITNESS WHEREOF, Landlord and Tenant have entered into this Lease as of the date first above written.

LANDLORD:

MILWAUKEE COUNTY

By: Ronald K Malone
Print Name: Ronald K Malone
Title: Superintendent

The County has executed this lease pursuant to action taken by its Board of Supervisors on February 20, 2006, Resolution File No. 04-414(a)(b).

1/4/07

TENANT:

HUNGER TASK FORCE OF MILWAUKEE

By: [Signature]
Print Name: SHARON WISLER
Title: DIRECTOR

Approved as to appropriate use and form by Corporation Counsel.

[Signature]
By Corporation Counsel

12/12/06
Date

Reviewed by County's Risk Manager

[Signature]
By Risk Management

12/13/06
Date

Approved with regards to County Ordinance Chapter 42

[Signature]
By DBD Division

12/14/2006
Date

THIS AMENDMENT, dated as of the ____ day of _____, 2006, to the LEASE, dated as of the ____ day of _____, 2006, is entered into by and between MILWAUKEE COUNTY, a municipal corporation in the State of Wisconsin, ("Landlord"), and HUNGER TASK FORCE, INC., a Wisconsin corporation ("Tenant").

WITNESSETH:

In consideration of the mutual promises and covenants contained herein and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties hereto agree to amend the previously adopted LEASE as follows:

Paragraph one of the previously adopted LEASE is amended to read:

1. Premises. "Premises" means a portion of the real estate commonly known as "House of Correction lands" located in the City of Franklin at the Milwaukee County House of Correction, consisting of approximately 144.6 acres of land as depicted on the attached Exhibit B, including, the "warehouse", the "greenhouse", and storage access to the "general store" and the "slaughterhouse," together with all fixtures and other improvements located on such land and all rights appurtenant thereto.

Paragraph eight of the previously adopted LEASE is amended to read:

8. Maintenance and Repair. During the Term Tenant shall be responsible for repairing all damage to the Premises caused by Tenant or its agents and Tenant shall further be responsible for the maintenance and repair of such buildings and structures as it erects in and on the Premises. Landlord shall make all other necessary repairs and replacements, structural or otherwise, specifically excluding personal property and equipment referenced by paragraph thirty-eight of this lease amendment, to the Premises necessary to maintain the same in good, safe, and clean condition and complete such repairs or replacements within a reasonable time following written notice from Tenant; provided, however, that any repairs or replacements relating to conditions threatening the safety or security of the staff of Tenant or the inmates, or materially adversely affecting the operation of the Premises by Tenant, or jeopardizes the Stockbox program shall be made by Landlord as soon as reasonably possible. The Stockbox program is more formally known as the Commodity Supplemental Food Program, and provides pre-packed boxes of supplemental foods for low-income seniors. Tenant presently packs the boxes, with inmate volunteers at the warehouse on the farm grounds.

Paragraph twelve of the previously adopted LEASE is amended to read:

12. Indemnification. Tenant agrees to the fullest extent permitted by law to indemnify, defend and hold harmless Landlord, its agents, officers and employees from and against all loss or expense including costs and attorney's fees by reason of liability for damages including suits at law or in equity caused by any wrongful, intentional, or negligent act of omission by Tenant or its agents which may arise out of or connected with activities under this agreement, except to the extent such loss or expense is caused by Landlord, its agents, or employees.

Paragraph twenty-three of the previously adopted LEASE is amended to read:

23. Termination. Provided that Tenant is not in default under the terms of this Lease, Tenant shall be entitled to terminate this Lease, upon ninety (90) day written notice to Landlord, should Tenant at any time fail to receive its annual funding grant from the State of Wisconsin Department of Health and Family Services. Provided that Landlord is not in default under the terms of this Lease, Landlord shall be entitled to terminate this Lease, upon 90 days written notice, if the County Board adopts a resolution specifically authorizing the termination of farm and fish hatchery operations at the House of Correction. If either party exercises its rights hereunder, the annual rent hereunder shall be prorated on a per diem basis and Tenant shall be reimbursed accordingly.

The previously adopted LEASE is amended to add paragraph thirty-eight:

38. Lease of Equipment. Landlord hereby leases to Tenant, for Tenant's use during the term of this Lease, the personal property and equipment set forth on the attached Exhibit C (the "Equipment"). Tenant takes the equipment as-is. Tenant shall be responsible for the maintenance and repair the Equipment throughout the term of the Lease. In no event shall Tenant or Landlord be required to replace the Equipment, provided that replacement of the equipment is not necessitated by the act or omission of or attributable to Tenant, in which case Tenant would be required to replace the Equipment so necessitated by its act or omission.

The previously adopted LEASE is amended to add paragraph thirty-nine:

39. Termination of Warehouse Lease. Landlord and Tenant are currently parties to a Lease Agreement (the "Warehouse Lease") dated March 1, 2004 whereby Tenant leases from Landlord 13,326 square feet of known as the House of Correction Warehouse. The parties hereby terminate the Warehouse Lease effective the date hereof.

[Signature Page Follows]

IN WITNESS WHEREOF, Landlord and Tenant have entered into this Lease Amendment as of the date first above written.

LANDLORD:

MILWAUKEE COUNTY

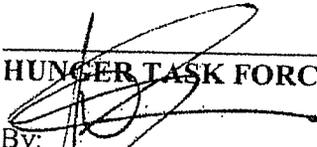
By: Ronald K Malone
Print Name: Ronald F. Malone
Title: Superintendent

1/4/07

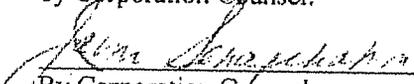
The County has executed this lease pursuant to action taken by its Board of Supervisors on July 27, 2006, Resolution File No. 04-414(a)(e).

TENANT:

HUNGER TASK FORCE, INC.

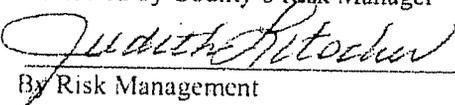
By: 
Print Name: STEPHANIE WESSLER
Title: Director

Approved as to appropriate use and form
by Corporation Counsel.


By Corporation Counsel

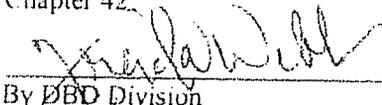
12/12/06
Date

Reviewed by County's Risk Manager

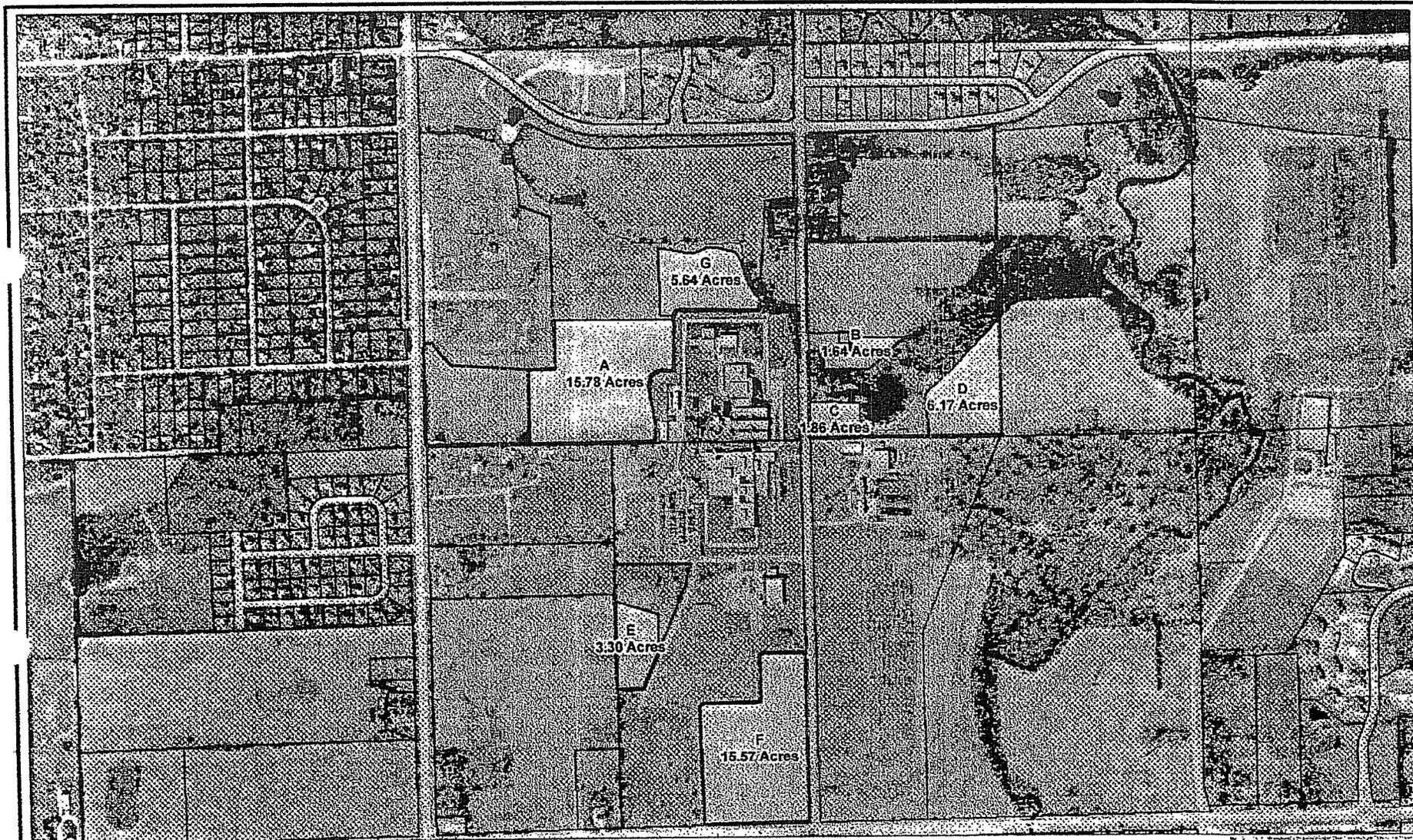

By Risk Management

12/13/06
Date

Approved with regards to County Ordinance
Chapter 42.

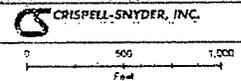

By DBD Division

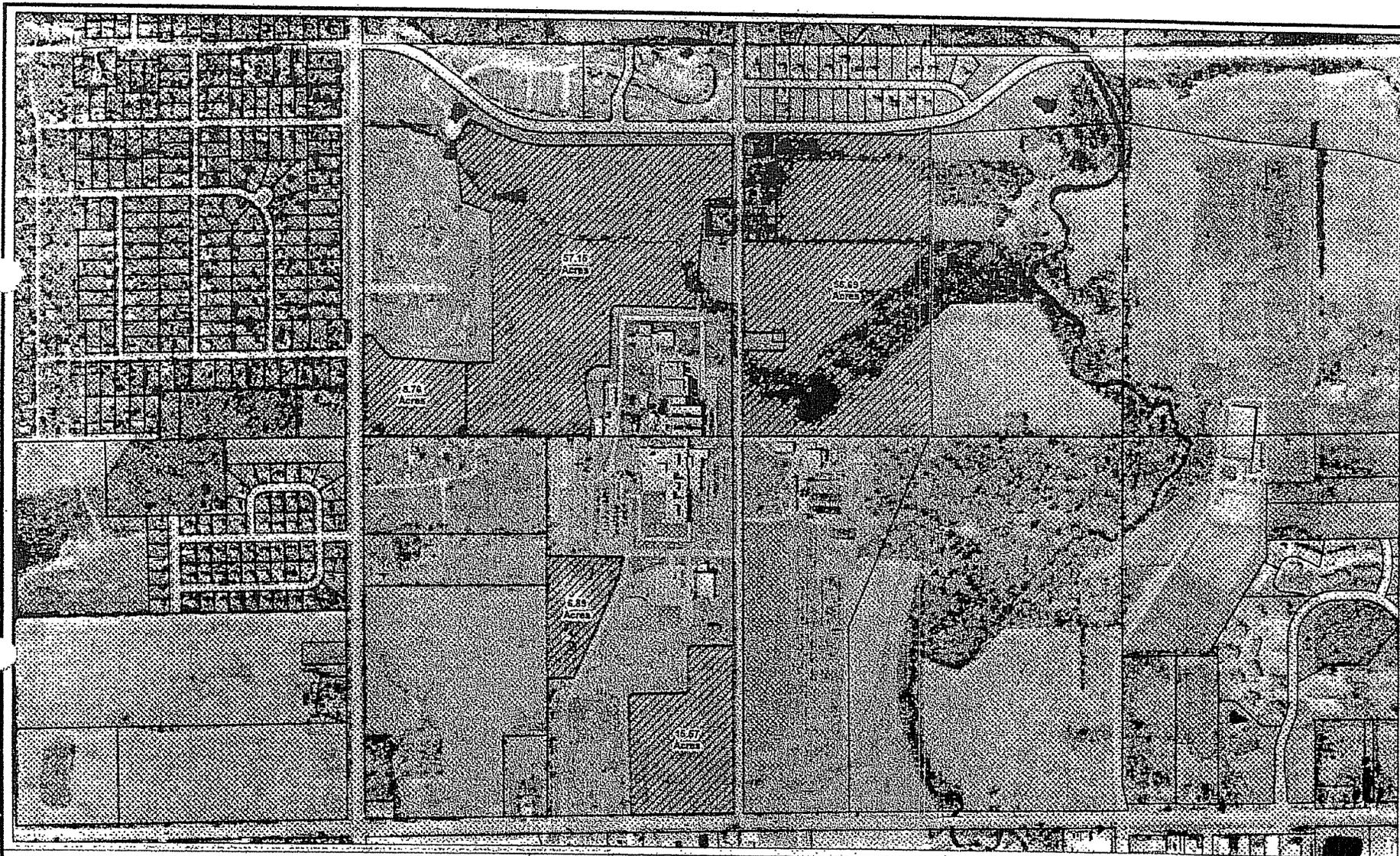
12-19-2006
Date



City of Franklin
Milwaukee County, WI

Exhibit A
Total Acres = 49.97





City of Franklin
Milwaukee County, WI

Exhibit B
Total Acreage = 144.06

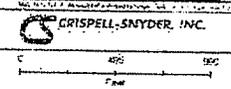


Exhibit C

Personal Property and Equipment Leased [§38]

Vehicles

1. Chevrolet Cheyenne 4x4 pickup (regular cab) 1993 Serial # 14K2P2114315
2. GMC Savana Passenger Van. 2001 model

Tractors

3. Case Model 895 75 hp 1990 model.
4. Case Model 265 26hp (offset) 1990 model w/ mid-mount cultivator/fertilizer unit.
\$12,000.00
5. Massey Ferguson Model 275 45hp 1980s model.
6. John Deere Landscape Loader Model 210C 60hp 1980s model.
7. International Model 244 w/ mower deck 1980s model.

Tractor mounted equipment

8. John Deere Plow Model A0045 (14 in. 3 bottom).
9. 3-point hitch Root crop Digger Willsie Equipment 2005 model. HTF OWNED
10. Holland 1-row transplanter w/ 60 gal. Water barrel Model 1500 -1982 model Ser.#267223.
11. Mechanical Transplanter 2 row Model 22C 2005 model HTF OWNED
12. Powell (cole) 12MX 1-row planter w/rear cultivator 1990 model.
13. Woods Rotary Mower Model R-107 1993 model.
14. Maternacc Percision Vacuum Seeder 2 row 2005 model Market Farm Implement #
MM2FIRC 5/05-22 Magic Sem 8000 series type X230 HTF OWNED
15. 12 in. power auger 1980 model.

Pull behind Hydraulic Equipment

16. Case International Cultivator Field Vibra Shank Model 4500 1991 model.
17. International Disc/Harrow Model 370 1970 model.
18. John Deere Roller Harrow Model F925AH 1971 model.

Pull behind Equipment

19. Spring tooth Drag Harrow 1970 model.
20. 600 gal. Water Wagon gravity fed 1960 model.
21. John Bean Speed Sprayer Model 200CP serial #92678 300 gal. 1960 model.
22. John Bean Field Boom Sprayer 300gal. 1960 model Pump model # R2020.
23. Contree 400 gal. Field Independent Boom Sprayer 1995 model.
24. Two flatbed hay wagons.
25. BH-100 Pull-Pix Bean picker. 2006. HTF OWNED.

Miscellaneous Equipment

26. Vegetable Wash Line Market Farm Implement w/ infeed belt - washer, - absorber -
round sorting table 2005 model. HTF OWNED.

POWER TOOLS

page 2 of 2.

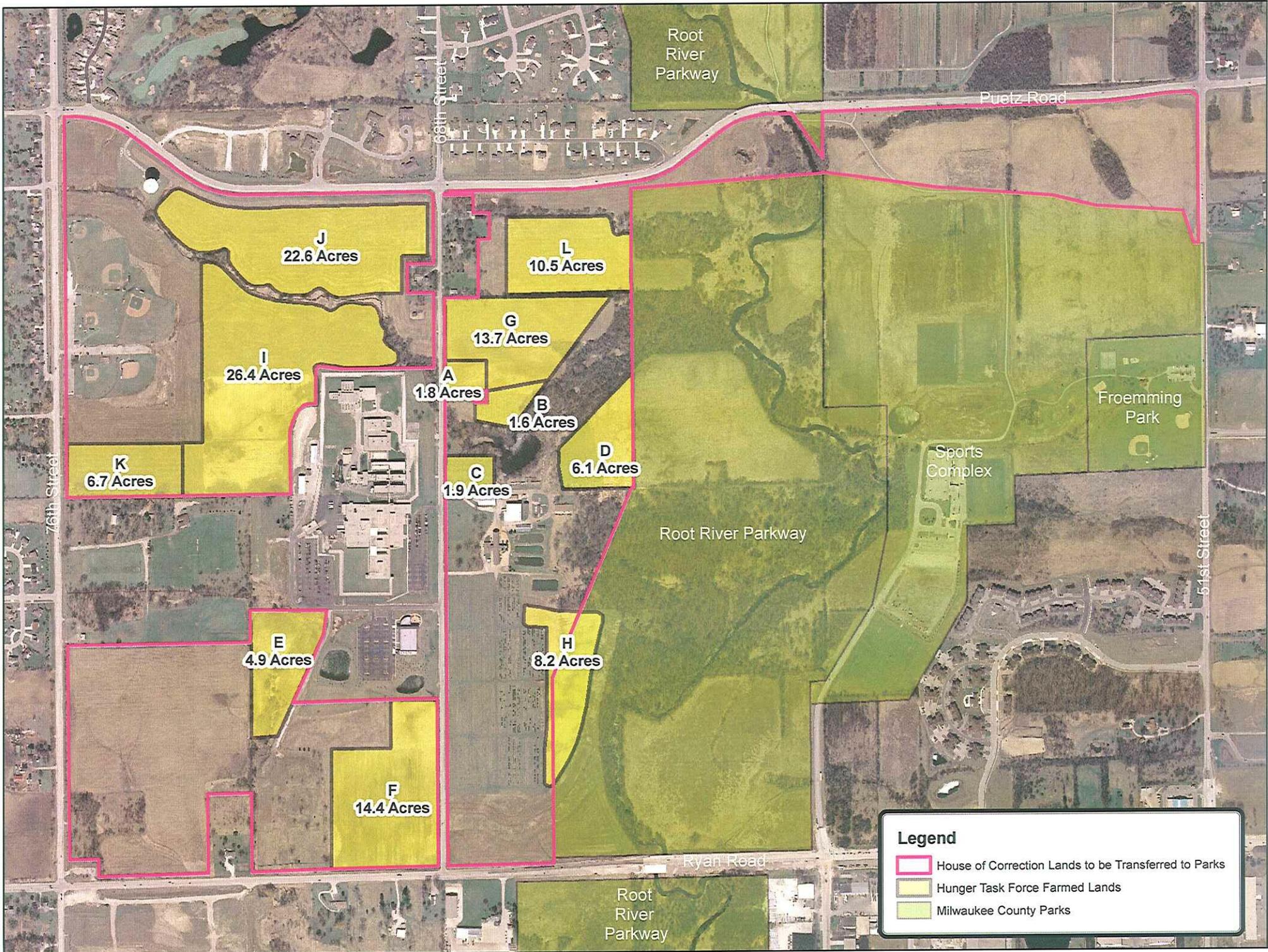
<u>Description</u>	<u>Make</u>	<u>Age</u>
Table saw	Buffalo 10"	N/A
Corded drill	McColloch 3.8"	5
Cordless drill	DeWalt 12V	4
Reciprocating saw	Milwaukee	N/A
Rotary impact drill	Hilti TE 125	N/A
Drill press	Delta	N/A
Circular saw	Milwaukee 7 1/4"	N/A
Air compressor	Rool-Air 1.5 hp.	N/A
Bench grinder	Stanley 1/3 hp.	N/A
Arc welder	Lincoln 225 amp.	N/A
Torch set	Chicago Electric	4

HAND TOOLS

Mechanic tools	Various	N/A
Tool chest and cart (2sets)	Waterloo & Matco	N/A
Torque wrench	N/A	N/A
Tap & Die set	N/A	N/A
Gear/wheel pullers	N/A	N/A
Cylinder hones	N/A	N/A

GARDEN TOOLS

11 Coal shovels
04 Snow shovels
10 Leaf rakes
07 Dirt rakes
05 Ice choppers
27 Pitch forks
25 Weed whips
04 Cultivators
10 Hoes
06 Pick axe
04 Spades
01 Scythe



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

Date: July 2, 2010

To: Chairman Lee Holloway, County Board of Supervisors

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

Subject: City of Wauwatosa Request for a Sanitary Sewer Easement – Action Item

POLICY

The Department of Parks, Recreation and Culture (DPRC) respectfully requests authorization to grant a permanent easement to the City of Wauwatosa to construct, operate and maintain a sanitary sewer and related improvements in the Underwood Creek Parkway.

BACKGROUND

The City of Wauwatosa (City) owns and operates a sanitary sewer in an easement area (easement no. 3465606) on Milwaukee County parkland between Diane Drive and the Underwood Creek Parkway, from 115th Street to 120th Street. The sanitary sewer is in need of replacement and the City would like to relocate this sewer from its current location to Diane Drive. By abandoning the existing sewer on County property, an easement area of approximately 1,800 lineal feet long by 20 lineal feet wide (1.21 acres) will no longer be needed on County parkland. The abandoned sewer will be properly encapsulated and the former easement area restored to Parks specifications at no cost to the County.

To effectuate the sanitary sewer replacement, a short portion of the relocated sewer between 115th and 116th Street would need a new easement through Milwaukee County parkland. For the proposed easement, the City requires a 40-foot wide easement traversing approximately 220 lineal feet of park property. This new easement will allow the City to terminate the old sewer easement.

DPRC has reviewed and approved the City's preliminary plans for their proposed improvements (see [Exhibit A](#)). The final proposed storm sewer alignment was chosen to minimize the impact to DPRC property (see [Exhibit B](#)). The proposed easement will provide land rights to install, operate and maintain a sanitary sewer at no cost to the County. City and DPRC staff has met to ensure that the potential impacts to County parkland from the proposed replacement easement are minimal. While several small trees will need to be removed, the new, replacement sewer was re-aligned (by the City and DPRC staff request) to save several large oak trees. The property will be restored to DPRC specifications. The project is scheduled to be complete by fall of 2010. Appropriate County staff will review and approve all documents as required prior to execution.

RECOMMENDATION

The Parks Director respectfully recommends that DPRC, Department of Transportation and Public Works, Corporation Counsel and Risk Management staff be authorized to negotiate, prepare, review, approve, and record all documents and perform all actions required to grant a permanent easement to the City of Wauwatosa for the construction, operation and maintenance of the proposed sanitary sewer system, and to execute the required permits for sanitary sewer improvements in the Underwood Creek Parkway. 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 – Easement Description

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
Linda Durham, Parks, Energy and Environment Committee Clerk

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(ITEM NO.) From the Director, Department of Parks, Recreation and Culture (DPRC), seeking authorization to grant a permanent easement to the City of Wauwatosa to allow for the construction, operation and maintenance of a sanitary sewer through Underwood Creek Parkway, from 115th Street to 116th Street, by recommending adoption of the following:

A RESOLUTION

WHEREAS, the City of Wauwatosa (City) is planning to replace a sanitary sewer located on an easement area traversing approximately 1,800 lineal feet of Milwaukee County parkland between Diane Drive and the Underwood Creek Parkway, from 115th Street to 120th Street; and

WHEREAS, the City desires to abandon the existing easement area and move its sewer to Diane Drive; and

WHEREAS, the abandoned sewer will be properly encapsulated and the former easement area restored to Parks Specifications at no cost to the County; and

WHEREAS, to allow the sanitary sewer replacement, a short portion of relocated sewer between 115th Street and 116th Street would need a new easement through Underwood Creek Parkway; and

WHEREAS, the requested easement area is 220 lineal feet long by 40 lineal feet wide; and

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

WHEREAS, the City has requested that Milwaukee County grant a permanent easement over the afore mentioned easement area; and

WHEREAS, DPRC has reviewed and approved the City's preliminary plans for their proposed improvements; and

WHEREAS, the City and its contractors will perform all construction, operation, maintenance and site restoration for these improvements at no cost to the County; and

WHEREAS, the Parks Director has recommended that the authority to prepare, review, approve, execute and record all documents as required to execute the requested

45 easement be granted to the Parks Department, the Department of Transportation and Public
46 Works, Corporation Counsel, Risk Management, County Clerk, Register of Deeds, and the
47 County Executive; now, therefore,

48

49 BE IT RESOLVED, that the Milwaukee County Board of Supervisors hereby
50 authorizes and directs the Parks Director, the Department of Transportation and Public
51 Works, Risk Management, Corporation Counsel and Register of Deeds to prepare, review,
52 approve, execute and record all documents, and perform all actions as required to grant,
53 execute and implement the required permits and easements for the construction, operation
54 and maintenance of a sanitary sewer through Underwood Creek Parkway, from 115th Street
55 to 116th Street; 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: July 2, 2010

Original Fiscal Note

Substitute Fiscal Note

SUBJECT: Authorization to Grant to the City of Wauwatosa a Permanent Easement in the Underwood Creek Parkway

FISCAL EFFECT:

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

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

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

DESCRIPTION OF FISCAL EFFECT

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

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

A. The City of Wauwatosa has requested a 220 lineal foot easement over Milwaukee County parkland in the Underwood Creek Parkway to construct, install, and maintain a sanitary sewer. Granting the easement will allow the City of Wauwatosa to abandon an existing 1,800 lineal foot easement currently existing on Milwaukee County park property.

B. None.

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.

EXHIBIT "A"

City of Wauwatosa
Plat of Utility Easement
Across Milwaukee County Lands 378-0001-00 being
a part of Lot 5 Block 4 Homewood

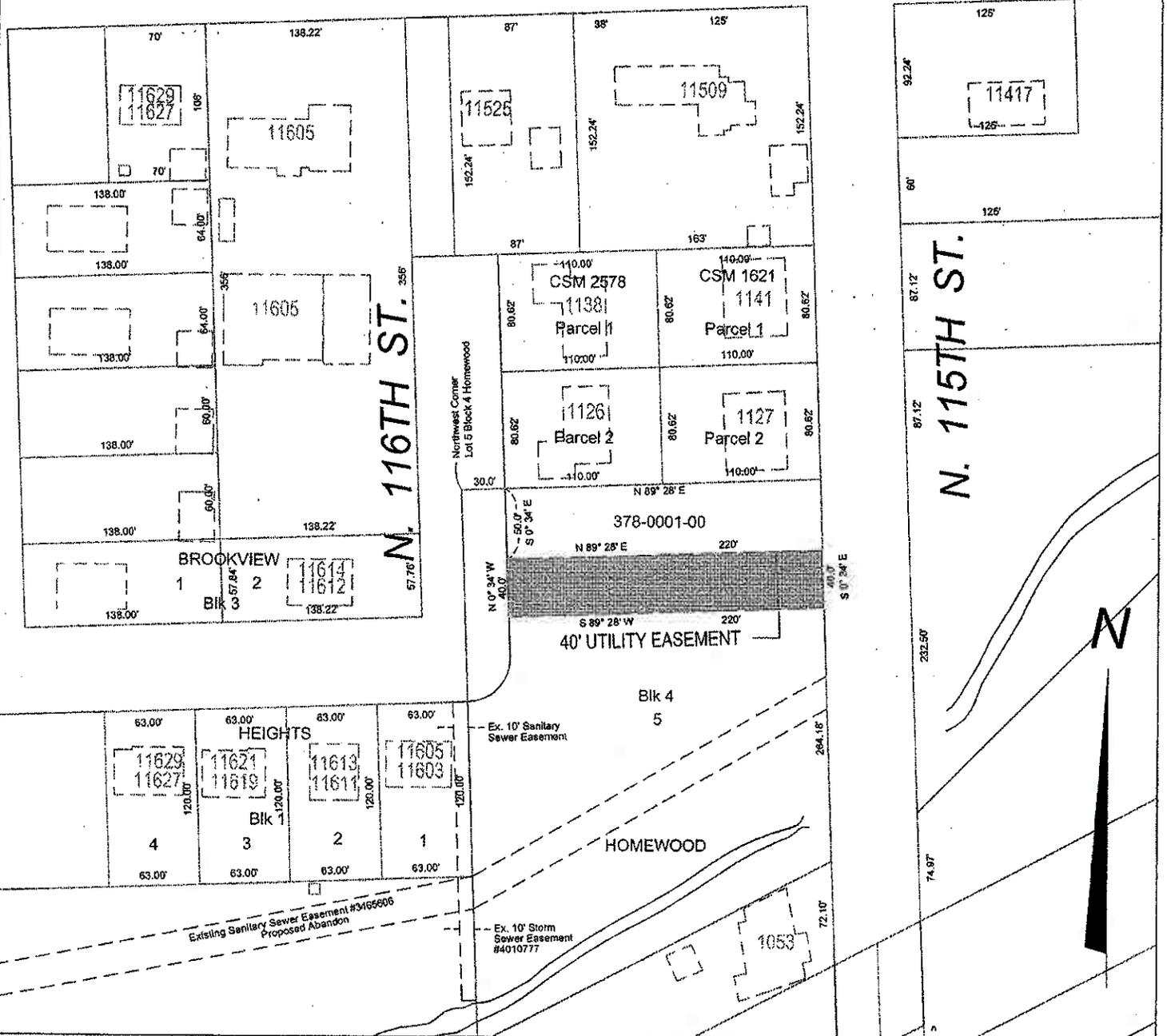
Scale 1" = 100'

11822 11602
WATERTOWN

11524

PLANK

RD.



That part of the Northeast One-quarter (N.E. $\frac{1}{4}$) of Section Thirty (30), Township Seven (7) North, Range Twenty-one (21) East, in the City of Wauwatosa, Milwaukee County, Wisconsin, bounded and described as follows, to-wit:

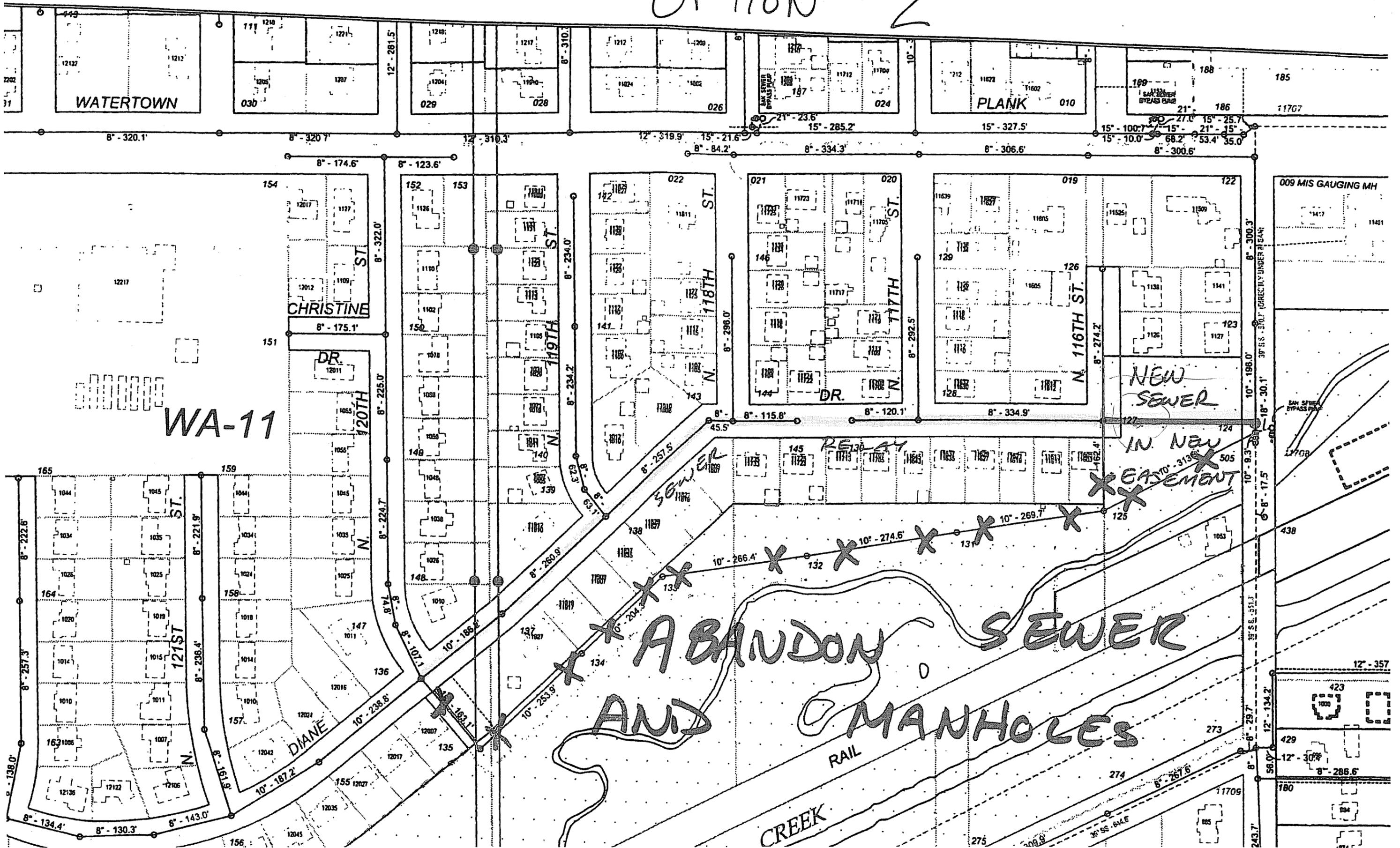
Commencing at the Northwest corner of Lot Five (5) in Block Four (4) of recorded Homewood Subdivision in said Section; thence North $89^{\circ} 28'$ East, along the North Line of said Lot Five (5), Thirty (30.00) feet to a point; thence South $0^{\circ} 34'$ East, along a line parallel to the West Line of said Lot Five (5), also being the East Right of Way Line of North 116th Street, Fifty (50.00) feet to the point of beginning.

Thence North $89^{\circ} 28'$ East, parallel to the North Line of Lot Five (5) two-hundred and twenty (220.00) feet to a point on the East Line of Lot Five (5); thence South $0^{\circ} 34'$ East along the East Line of Lot Five (5), also being the West Right of Way of North 115th Street, Forty (40.00) feet to a point, thence South $89^{\circ} 28'$ West Two-hundred and Twenty (220.00) feet to a point on the East Right of Way of North 116th Street, thence North $0^{\circ} 34'$ West Forty (40.00) feet along the East Right of Way of North 116th Street to the point of beginning. (As shown in Exhibit "A")

**APPROVED
FOR
DESCRIPTION**

COUNTY DTPW
7/6/10

OPTION # 2



WA-11

ABANDON SEWER
AND MANHOLES

NEW SEWER

IN NEW
EASEMENT

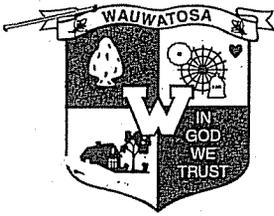
RAIL
CREEK

009 MIS GAUGING MH

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CITY OF WAUWATOSA
ENGINEERING & OPERATIONS DEPARTMENT

7725 West North Avenue
Wauwatosa, Wisconsin 53213
Phone: (414) 479-8927
Fax (414) 471-8492
www.wauwatosa.net

WILLIAM A. KAPPEL
Director of Public Works

May 17, 2010

Ms. Sue Black
Director, Milwaukee County Department of Parks, Recreation and Culture
9480 Watertown Plank Road
Wauwatosa, WI 53226

RE: Request for City of Wauwatosa Sanitary Sewer Easement
Diane Drive Extended from 115th Street to 116th Street

Dear Sue,

The City of Wauwatosa owns and operates a sanitary sewer in an easement on Milwaukee County land between Diane Drive and Underwood Parkway, 115th Street to 120th Street.

This sanitary sewer is in need of replacement. The City would like to relocate this sewer from the easement to Diane Drive. A short portion of the relocated sewer, between 115th Street and 116th Street would need a new easement through Milwaukee County land.

We met with Mike Raap of your staff to view a potential route for the sewer between 115th Street and 116th Street. We have altered our proposed alignment through this easement area to address Mr. Raap's concerns regarding avoiding impacts to specific trees identified by Mr. Raap. Relocation of the sanitary sewer to this area will require a new easement. This new easement will allow us to terminate the old easement.

Attached you'll find a copy of the existing sanitary sewer easement and a drawing showing the existing and proposed sanitary sewers. The City would like to begin construction on this sewer this summer so your prompt consideration of our request is appreciated.

Sincerely,

Bill Wehrley
City Engineer

cc: Jim Keegan, Milwaukee County Department of Parks, Recreation and Culture
BW/dh

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

Date: June 2, 2010

To: Chairman Lee Holloway, County Board of Supervisors

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

Subject: Request to Amend the Milwaukee County Cultural, Artistic and Musical Programming Advisory Council's Annual Financial Reporting Requirements for Arts Organizations Applying for Funding – Action Item

POLICY

The Department of Parks, Recreation and Culture (DPRC) has received a formal request from the Milwaukee County Cultural, Artistic, and Musical Programming Advisory Council (CAMPAC) to amend one of its application requirements.

BACKGROUND

Since 1986, Milwaukee County has utilized the services of CAMPAC to allocate County arts funds to various local art agencies, individuals, and organizations. The original agreement, guidelines and criteria to be used by CAMPAC for awarding the arts funds were adopted under County Board Resolution No. 86-466 and 86-463, and as modified by County Board Resolution No. 87-732.

Currently, CAMPAC requires nonprofit arts organizations with contributions in excess of \$100,000 to submit as part of its application process an audited financial statement from the charitable organization's most recently completed fiscal year (see Exhibit A). This requirement was consistent with the State of Wisconsin's annual financial reporting requirements for nonprofit organizations.

In 2007 the State of Wisconsin changed its annual financial reporting requirements, elevating the threshold under which an audited financial statement is required from \$100,000 in contributions to \$400,000. In that same year, the State also created another reporting classification, requiring nonprofit organizations which received annual contributions in excess of \$200,000 but less than \$400,000 to submit a financial statement for the charitable organization's most recently completed fiscal year, and a review of the financial statement by an independent certified accountant (see Exhibit B).

CAMPAC desires to amend its annual financial reporting requirement for nonprofit arts organizations applying for arts funds to be consistent with the State of Wisconsin's annual financial reporting requirements for nonprofit organizations.

RECOMMENDATION

The Parks Director respectfully recommends CAMPAC be authorized to amend its annual financial reporting requirements for its applicants to be consistent with the State of Wisconsin's annual financial reporting requirements for nonprofit organizations.

Prepared by: Paul Kuglitsch, Contract Services Officer/DPRC

Recommended by:

Approved by:

Chuck Ward, Chief of Administration and
External Affairs

Sue Black, Parks Director

Attachments: Exhibit A

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
Linda Durham, Parks, Energy and Environment Committee Clerk
Mary Cannon, CAMPAC Chairperson
Sarah Schwab, CAMPAC Administrator

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(ITEM NO.) From the Director, Department of Parks, Recreation and Culture (DPRC), seeking authorization to amend the Milwaukee County Cultural, Artistic and Musical Programming Advisory Council’s (CAMPAC) annual financial reporting requirements for nonprofit arts organizations applying for funding, by recommending adoption of the following:

A RESOLUTION

WHEREAS, on October 2, 1986 the Milwaukee County Board of Supervisors (Board) established CAMPAC to advise the Board on how to best allocate property tax funds (Arts Funds) appropriated by the Board to support and encourage cultural and artistic activities in Milwaukee County; and

WHEREAS, adopted County Board Resolution Nos. 86-466 and 86-463 established guidelines and criteria to be used by CAMPAC for awarding Art Funds; and

WHEREAS, as part of those guidelines and criteria CAMPAC requires nonprofit arts organizations with budgets of \$100,000 or more applying for funding to provide CAMPAC with an audited financial statement from the organization’s most recently completed fiscal year, which was consistent with the State of Wisconsin’s annual financial reporting requirements for similar nonprofit organizations; and

WHEREAS, in 2007 the State of Wisconsin changed its annual financial reporting requirements for nonprofit organizations, requiring an audited financial statement from organizations which received contributions in excess of \$400,000 or more, a review of an organization’s financial statement by independent certified public accountants from organizations with contributions of \$200,000 - \$399,999, and for organizations with contributions of under \$200,000, submission of an annual financial report from the organization’s most recently completed fiscal year; and

WHEREAS, CAMPAC desires to amend its annual financial reporting requirement for its applicants to be consistent with the State of Wisconsin’s annual financial reporting requirements for nonprofit organizations; and

WHEREAS, the Parks Director has recommended to the Board that CAMPAC be authorized to amend its annual financial reporting requirements; now, therefore,

BE IT RESOLVED, that the Milwaukee County Board of Supervisors hereby authorizes and directs CAMPAC to amend its annual financial reporting requirements for nonprofit arts organizations applying for funding to be consistent with State of Wisconsin’s annual financial reporting requirements for nonprofit organizations.

MILWAUKEE COUNTY FISCAL NOTE FORM

DATE: July 2, 2010

Original Fiscal Note

Substitute Fiscal Note

SUBJECT: Authorization to Amend CAMPAC's Annual Financial Reporting Requirements for Nonprofit Arts Organizations Applying for Funding

FISCAL EFFECT:

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

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

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

DESCRIPTION OF FISCAL EFFECT

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

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

A. The Milwaukee County Cultural, Artistic and Musical Programming Advisory Council (CAMPAC) has requested the authority to amend its annual financial reporting requirements for nonprofit arts organization applicants to be consistent with the State of Wisconsin's requirements for nonprofit organizations.

B. None.

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.

MILWAUKEE COUNTY ARTS PROGRAM (CAMPAC)

CHECKLIST OF ATTACHMENTS REQUIRED FOR SUBMISSION WITH APPLICATIONS

THESE ATTACHMENTS MUST BE SUBMITTED IN HARD COPY FORM TO THE CAMPAC ADMINISTRATOR WITH YOUR CAMPAC APPLICATION ON OR BEFORE THE APPLICATION DEADLINE.

NEW APPLICANTS ONLY:

1. FEDERAL IRS LETTER OF DETERMINATION OF TAX EXEMPT STATUS
2. ARTICLES OF INCORPORATION
3. ORGANIZATIONAL BY-LAWS

ALL APPLICANTS:

1. LIST OF BOARD OF DIRECTORS, WITH OFFICERS INDICATED
2. IRS FORM 990 FOR THE **2008** FISCAL YEAR FROM ORGANIZATIONS WITH AN ANNUAL GROSS INCOME OF MORE THAN \$25,000, AS REQUIRED BY IRS GUIDELINES
3. ANNUAL FINANCIAL STATEMENT FOR ENTIRE ORGANIZATION FOR THE **2008** FISCAL YEAR (**THIS MUST BE AN AUDITED STATEMENT FOR ORGANIZATIONS WITH BUDGETS OVER \$100,000.**)
4. ACTUAL INCOME AND EXPENSE STATEMENTS FOR THE 2009 FISCAL YEAR (COMPLETED OR TO DATE)
5. CURRENT FISCAL YEAR INCOME AND EXPENSE BUDGET
6. LIST OF MAJOR PERFORMANCES, PRESENTATIONS, OR OTHER ACTIVITIES DURING THE PAST THREE YEARS (WITH DATES AND LOCATIONS)
7. COPY OF LAST SEASON BROCHURE(S) AND CURRENT SEASON BROCHURE(S)

Wisconsin Department of Regulation & Licensing

Mail To: P.O. Box 8935
Madison, WI 53708-8935

FAX #: (608) 261-7083
Phone #: (608) 266-2112

1400 E. Washington Avenue
Madison, WI 53703
E-Mail: web@drl.state.wi.us
Website: <http://drl.wi.gov>

DIVISION OF PROFESSIONAL CREDENTIAL PROCESSING

SELECTING AN ANNUAL FINANCIAL REPORTING FORM

Every registered charitable organization is required to submit an annual financial report to the Department of Regulation and Licensing within six months of its fiscal year end. There are 3 different reporting forms. Your organization will need to select the **one** that best suits its needs.

Form #1943 (Affidavit in Lieu of Annual Financial Report) can **only** be used if your organization takes in less than \$5,000 in contribution during the fiscal year for which you are reporting **or** solicits only in the county in which the organization is located and takes in less than \$50,000. If your organization does not fit into one of these categories, it must select one of the other two forms on which to do its annual report.

Form #308 (Charitable Organization Annual Report) can be submitted without a copy of the Federal 990 though it should be noted that additional schedules are often required. Form #285 provides directions for completing form #308. Form #285 is available on our website. You may locate this form using the directions listed in the last paragraph. Refer to the Audit Requirement section below to see if you will be required to submit an audit or review.

Form #1952 (Wisconsin Supplement to Financial Report on Form other than Form #308) is the most commonly used form as it is most similar to the first page of the Federal 990 and shorter than the #308. A Federal 990 is required to support the #1952. Please ensure the numbers from your Federal 990 exactly match the numbers you enter on the #1952. Refer to the Audit Requirement section below to see if you will be required to submit an audit or review.

Audit Requirement: Effective for all fiscal year end dates of 10/31/07 or later, a CPA audit with an expressed opinion is only required if an organization received \$400,000 or more in contributions during the fiscal year for which a report is being filed. A CPA review is required if an organization received between \$200,000-399,999 in contributions. No additional documentation is required if an organization took in less than \$200,000 in contributions.

All reports require submission of a list of the officers/directors, their titles, addresses, term dates and the compensation they receive. The compensation must be explicitly stated.

We do not have a mechanism for extensions on the due date of your report nor do we honor extensions on your Federal 990 granted by the IRS. Failure to meet the financial report deadline may affect your ability to renew the organization's registration.

You may print any of the forms listed above from the Department of Regulation and Licensing website (<http://drl.wi.gov>) by clicking on "Professions", then on "Charitable Organizations" and lastly on "Applications/Forms". If you have any questions, please call Mick Daly or Kim Prine M-F at (608) 266-2112 from 8a-2p.