



COUNTY FACILITIES PLANNING WORK INITIATION REQUEST FORM

Please complete a form for each new proposal review request.

Work Proposal Name:

University of Wisconsin-Extension

Date of Request:

4/3/24

Requesting Department:

Parks

Department Contact Name:

Saji Villoth

High Org: 900

Low Org: 9000

Approval Signature of Department Head:
Guy Smith

4/3/2024

DESCRIPTION

Please provide a detailed description of the request:

In 2018 (CB File 18-316) the County Board authorized Parks to enter into a Lease Agreement with the Board of Regents of the University of Wisconsin for 65.8 acres of land in various locations for establishing, operating and maintaining community gardens. A lease agreement was drafted and signed in mid-2018 by all parties (Parks, UW Board of Regents) except that then-director Jordon Ott of UW Extension failed to sign the agreement. However, all parties have been proceeding since 2018 as if the agreement was fully executed. UW-Extension established community gardens and have since been operating the community gardens with relatively minimal complications.

Since 2018, UW-Extension has undergone changes in its organizational structure. As part of the transition, in mid-2023 UW determined that the 2018 Lease was not in effect because Director Ott had not signed the contract. It is now necessary to enter into a new lease, with five year initial and renewal terms in order to preserve an overall beneficial relationship.

One important change will be that UW will no longer be performing construction and renovation on structures on land it does not own, so specialized construction work that UW-Extension previously did in-house at the gardens will now have to be contracted out and through the ROE process, or performed by arrangement with Parks staff. This limitation impacts Kohl Park, which has buildings for office, classroom and storage spaces, and one artesian well, which were maintained by UW-Extension. UW Extension performed the periodic well pump and well water testing. UW Extension had been planning major renovation at one structure that now is on hold.

How does this proposal align with the County's objectives on racial equity?

Please see the County's Vision/Mission/Values and strategic focus areas attached

UW-Extension's urban community garden program provides County residents of different demographic groups (veterans, South East Asian community, school groups) with access to gardening programs, as well as educating the public on sustainable growing methods.

Desired Timeline:
Begin Date: 1/1/24

End Date: 12/31/28

Duration: 5 Years

Anticipated Funding Source (check all that apply and include amount allocated under each category):

Operating Budget:
Capital Budget:
☒ **Other** (i.e. grants, donations, etc.; please describe):

Funded by UW

Request Involves:
☒ **Parks Property**
☐ **BHD Property**

The Basics



Vision

By achieving
racial equity, Milwaukee
is the healthiest County
in Wisconsin

Mission

We enhance quality of life through great
public service

Values

Inclusion

Seek diverse
perspectives

Influence

Use your power for
good

Integrity

Do the right thing

Strategic Focus Areas



1. Create Intentional Inclusion

1A: Reflect the full diversity of the County at every level of County government

1B: Create and nurture an inclusive culture across the County government

1C: Increase the number of County contracts awarded to minority and women-owned businesses

2. Bridge the Gap

2A: Determine what, where and how we deliver services based on the resolution of health disparities

2B: Break down silos across County government to maximize access to and quality of services offered

2C: Apply a racial equity lens to all decisions

3. Invest in Equity

3A: Invest “upstream” to address root causes of health disparities

3B: Enhance the County’s fiscal health and sustainability

3C: Dismantle barriers to diverse and inclusive communities



COUNTY FACILITIES PLANNING WORK INITIATION REQUEST DETERMINATION

CFPSC ACTION FOR CFPSC USE ONLY

CFPSC Project Tracking #:

TYPE OF REQUEST (Refer to paragraph 4.3 of the CFPSC charter for more details)

- | | | |
|--|---|---|
| <input type="checkbox"/> 1. Asset Management | <input type="checkbox"/> 2. Move Management | <input type="checkbox"/> 3. Facility Improvements |
| <input type="checkbox"/> 4. New Footprint | <input type="checkbox"/> 5. Contractual Obligations | <input type="checkbox"/> 6. Centralized Facilities Management Process Improvement |

CFPSC Review Comments:

FOR EASEMENTS ONLY

Reviewed & Recommended for Approval:

DAS — FM, AE&ES (Legal Description)

Director, DAS

Corporation Counsel

Note:

1. Easements affecting lands zoned "Parks" require County Board approval.
2. Forward a copy of the recorded easement to AE&ES.

CFPSC RECOMMENDATION

The County Facilities Planning Steering Committee reviewed this proposal on . As evidenced by the authorized signature below, the County Facilities Planning Steering Committee approval of this proposal.

Chair or Vice-Chair:

Date:

County Facilities Planning Steering Committee

**LEASE AGREEMENT
BETWEEN
MILWAUKEE COUNTY PARKS
AND
UNIVERSITY OF WISCONSIN MADISON EXTENSION**

(Draft version 3.19.2024)

This Lease Agreement ("Lease") is made and entered into effective January 1, 2024 (the "Effective Date"), by and between the MILWAUKEE COUNTY PARKS (the "County, or "Parks") and UNIVERSITY OF WISCONSIN MADISON EXTENSION ("UW Madison Extension" or "Tenant") as represented by: Extension Milwaukee County Area Extension Director (AED) Jerold Braatz. Referenced together, the County and the Tenant are Parties to this Lease.

WHEREAS, Milwaukee County is a municipal body corporate in the State of Wisconsin, and it is the Milwaukee County Parks' (Parks) mission to steward a thriving park system by managing and conserving natural, cultural, and recreational resources for the benefit of the community; and

WHEREAS, community gardens encourage an urban community's food security, allowing citizens to grow their own food, to farm to market, or grow food for programs and organizations; and

WHEREAS, Parks and UW Madison Extension desire to enter into a lease which recognizes the relationship between the two Parties and the permitted use of certain County-owned land since the January 1, 2018 partially-executed agreement between the Board of Regents of the University of Wisconsin System and the UW Extension for community garden and agricultural park land uses; and

WHEREAS, On July 1, 2018, UW Extension joined UW Madison and became UW Madison Extension; and

WHEREAS, the Milwaukee County Board of Supervisors, by virtue of adopting Resolution _____ on _____, has authorized the _____ to enter into this agreement with the Tenant for and on behalf of Milwaukee County; and

WHEREAS, recognizing that the development of a Lease Agreement is advantageous to both agencies, the Parties do herewith, in consideration of mutual promises and other good and valuable consideration, agree as follows:

- 1) PREMISES: County agrees to allow the Tenant the non-exclusive use of the Premises listed below to provide and manage a County-wide community garden program:
 - a) Forest Hill - 9 acres located at 1800 East Forest Hill Avenue, Oak Creek, Wisconsin, set forth on Exhibit A attached hereto and made a part of this Agreement;
 - b) Kohl Park - 46.8 acres located at 7603 West County Line Road in Milwaukee, Wisconsin, set forth on Exhibit B attached hereto and made a part of this Agreement;
 - c) Rainbow Park -0.5 acres located at 700 South 119th Street in West Allis, Wisconsin, set forth on Exhibit C attached hereto and made a part of this Agreement;

- d) Cupertino Park –1,630 square feet located at 2000 East Iron Street, Milwaukee, Wisconsin, set forth on Exhibit D hereto and made a part of this Agreement; and
- e) Firefly Ridge – 9 acres located at 10261 Underwood Parkway, Wauwatosa, Wisconsin, set forth on Exhibit E hereto and made a part of this Agreement; and

Collectively, these County owned properties (approximately 65 acres) are hereinafter referred to as “the Premises.” Additional property may be designated by amendment signed by both Parties and approved by the Milwaukee County Board of Supervisors.

- 2) **TERM:** This Agreement shall commence on the Effective Date and shall terminate five (5) years thereafter (the ‘Initial Term’), on December 31, 2028 ; provided, however, that the parties may renew the Agreement for three (3) additional five (5) -year periods if mutually agreeable to both parties (each such period, an ‘Extension Term’). The Initial Term and any Extension Terms than effectuated shall be referred to herein as the ‘Term.’
- 3) **FEES:** UW Madison Extension provides funds to employ Urban Ag staff and may utilize volunteers to manage and maintain Milwaukee County land designated for the Community Garden Rental Program (CGRP); utilizes UW-Extension and other resources for equipment maintenance and purchases; and offers several educational programs to Milwaukee County gardeners. UW Madison Extension is also required to return revenue to the County Extension budget annually, for which a portion of its CGRP registration fees are returned to the County, and are used to pay water costs and tractor depreciation/maintenance costs. Additionally, UW Madison Extension plans, develops and manages Milwaukee County’s community gardens program. In consideration of the above, UW Madison Extension will not be assessed an annual fee for this program lease.
- 4) **PERMITTED USE OF THE PREMISES:**
 - a) **PROGRAMMING :** UW Madison Extension is hereby authorized and permitted to use the Premises for only those activities directly related to its Community Garden Rental and Agricultural Lease Programs, including but not limited to : environmental, economic, and/or recreational education, community gardening, promoting agricultural methods that support biodiversity and resilient local food systems, garden events, classes, etc., to maximize use and provide diversity of activities and community participation. No other activities may be conducted on the Premises without the prior written approval of the Parks Director or his or her designee.
 - b) **PROTECTION OF NATURAL AREAS :** UW Madison Extension recognizes that the County’s mission includes the preservation of natural areas, and the improvement of County land for habitat restoration and to enhance the ecological health of Milwaukee County. Therefore, UW Madison Extension shall coordinate with Parks Natural Areas staff to identify and maintain buffer zones between the community garden plots in the respective Premises and adjacent County-owned natural areas so as to minimize non-native plants or pollinators impacting areas designated (at the sole discretion of the Parks Director or designee) as sensitive ecological habitat areas. To minimize impacts to garden program participants, buffer zones will be preferentially designated from areas of habitat containing dominant populations of woody invasives and hazard trees, but may also include portions of previously cultivated areas as designated by mutual agreement.

UW Madison Extension agrees that any educational programs offered at the premises that concern conservation efforts, such as soil health, riparian buffers, nutrient management, and invertebrate conservation, shall be reviewed by Natural Areas staff to ensure that UW Madison Extension's goals align with County's stewardship mission and goals.

- c) **FUNDING** : County recognizes that UW Madison Extension may solicit aid from organizations such as USDA-NRCS for support for operations and administrative support. UW Madison Extension shall consult with the Parks during these outside support agreements to ensure that no obligations are placed on County property that is contrary to Parks mission and values.
- 5) **CONDITION OF THE PREMISES**: County makes no representation or warranty that as of the Effective Date of this Agreement, all parts of the Premises, including structural elements of the Premises' foundation of the buildings, roofs, exterior walls, plumbing, electrical and other mechanical systems, including the land, meet and comply with all federal, state, and local laws, ordinances and regulations at the time of delivery to the Tenant. Tenant acknowledges that it has been made aware by County that the Premises are hereby provided on an 'as-is' basis and may or may not prove suitable for all purposes contemplated by Tenant, either now or in the future. Tenant further acknowledges that it has freely inspected the Premises and is aware of its general overall condition.
- 6) **PUBLIC BENEFIT-ANNUAL REPORTS**: No later than March 1 of each term year, Tenant shall submit a written report to the Parks Executive Director listing a description of the numbers and types of activities provided; the number, ethnicity, and ages of the participants served by each of the activities; and, if applicable, the focus and types of any new activities planned for the upcoming calendar year.
- 7) **SIGNAGE**: Tenant may display appropriate signage relating to the use of and/or public access to the Premises with County's prior written consent, which may not be unreasonably withheld (the "Signage"). Tenant hereby covenants and agrees that Tenant shall, at its own cost and expense: (i) be responsible for ensuring that the Signage is in compliance with all applicable codes, ordinances, statutes, rules and regulations, including any action or rule of any landmark commission having jurisdiction; (ii) obtain and comply with all consents, approvals and permits necessary from all governmental and quasi-governmental authorities and landmark commissions having jurisdiction over the Signage; (iii) insure the Signage as part of its property and shall also carry liability and property damage insurance with respect to the Signage; (iv) ensure that the Signage retains an attractive appearance at all times; and (v) pay all costs associated with creating, designing, manufacturing, installing, cleaning, maintaining, repairing and replacing (if necessary) the Signage. Any signage in County Parks must have the Milwaukee County Parks logo prominently displayed. UW Madison Extension shall not allow or issue "naming rights" to any portion of the Premises or environs for any purposes without the express, written consent of the Parks Director.
- 8) **PARKS LOGO**: Tenant is responsible for all marketing and advertising to promote its activities. Tenant shall acknowledge the Parks Department and include the Parks logo, to be approved and provided by Parks Department, in all promotional materials, whether print or digital, directly related to its activities covered under this Agreement.
- 9) **PUBLIC ACCESS AND USE OF THE PREMISES**: The Parties recognize that during the Term of this Agreement the Premises is operating as a business entity and that public use of

the Premises is mutually desirable. The Premises shall remain open and available to the public during regular hours the Park remains open.

- 10) **CLEANLINESS, GARBAGE:** Tenant is responsible for maintaining the Premises, and surrounding areas in a state of cleanliness and repair to prevent injury to the public and wildlife. Tenant is also responsible for the collection and disposal of all municipal solid waste (trash) and recycling associated with its activities. Tenant is strongly encouraged to establish a recycling program to reduce landfill waste. Tenant may contract with a commercial waste service and, upon coordination with County, place municipal solid waste and recycling containers in a designated area of the parking lot. Park land is not to be used to store or dispose of full or empty fertilizer or pesticide containers or any unused fertilizer, pesticide or other waste or material of any kind. UW Madison Extension will provide a list of pesticides and fertilizers allowable or prohibited under its rules. Tenant shall also ensure that compost used on the Premises shall be free of non-organic waste debris. Tenant shall ensure that that any stored fertilizers and pesticides must be stored in a secure location where materials can not interact with the outside environment.
- 11) **UTILITIES:**
- a) Any costs related to construction and/or hookup of water or other utilities and the costs for the use of any utilities shall be paid by UW Madison Extension. Requires Parks approval and potential County Board approval of related easements.
 - b) Certain overhead and underground utility lines owned by the Parks may traverse the Premises; the Parks shall have the right to access such utility lines for maintenance and service.
 - c) MMSD, Public Utilities or other entities (the "Utilities"), which have facilities traversing the Premises, which were constructed under other Agreements with the Parks, shall have the right to access their facilities for maintenance and service pursuant to the terms and conditions of those individual Agreements. Parks shall require Utilities entering the Premises to obtain a Right of Entry permit insisting Utilities take necessary measures to protect and avoid damage to the Premises. In the event damage occurs, Parks will take such steps as are as reasonably necessary to enforce the Right of Entry permit and assist UW-Extension in recovering any loss caused by said damage.
 - d) **Right of Entry – Parks and Diggers Hotline.** Tenant is required to contact **Diggers Hotline (1-800-242-8511)** regarding potential utilities located within the project area within the leased property allowed by this ROE a minimum of five (5) business days before commencing work.
 - i) Permittee is required to contact **Mr. Blake Prusak, Parks Mechanical Services Manager, at phone number (414) 258-2322**, regarding potential County utilities located within the project area within the leased project.
- 12) **OPERATION, MAINTENANCE, AND REPAIR:** UW Madison Extension agrees that it will keep the Premises in good, clean, safe, secure and sanitary condition and to that end UW Madison Extension shall, at its expense, hire a contractor of Parks choosing to perform whatever maintenance and repairs as may be necessary to keep the Premises safe, and in good repair and appearance. UW Madison Extension maintenance responsibilities include mowing and snow removal in and around the Premises. UW-Extension shall keep all service roads located on the Premises in a clean and safe condition, and shall conform to all

municipal ordinances and laws affecting the Premises and will pay any penalty, damages or other charges imposed for any violation of any ordinances and laws, whether occasioned by the neglect of UW Madison Extension or any agent in the employ of UW Madison Extension or any person contracting with UW Madison Extension. UW Madison Extension shall not permit any unattractive and unsanitary accumulation of trash, debris, or litter on the Premises. UW Madison Extension will work proactively with Milwaukee County Parks to resolve the erosion issues in Kohl Park for the duration of the Agreement.

13) INVASIVE PLANT SPECIES MANAGEMENT:

- a) UW Madison Extension shall be solely responsible for the cost for prevention and eradication on the Premises of all plant species considered to be, at the sole discretion of Parks, aggressive, invasive and or noxious ("Invasive"). See Chapter NR40 Wisconsin Invasive Species Rule for a list of state prohibited or restricted species, and Milwaukee County Parks Invasive Species List (attached as Exhibit___). Milwaukee County Parks Natural Areas staff will provide guidance if needed.
- b) UW Madison Extension shall maintain unused plots or fallow plots free of invasive species.
- c) FORESTED AREAS : UW Madison Extension may develop plans in conjunction with Parks Natural Areas to manage stands of undesirable woody shrubs and trees within the Premises. Implementation of such management efforts shall be conducted by UW Madison Extension with oversight by Parks.
- d) If herbicides are proposed for use in the prevention and eradication of any Invasive, UW Madison Extension shall obtain prior written approval from Parks before such use. Tenant shall also provide County with a copy of the Dept. of Agriculture, Trade and Consumer Protection ("DATCP") pesticed applicator license for Tenant's staff applying or overseeing the application of herbicides at leased Premises.
- e) Tenant shall ensure that at least one Tenant representative attends the Natural Areas Program's annual invasive species education training, for the spring session on herbaceous invasives and the fall session for woody invasives.
- f) UW Madison Extension shall also be solely responsible for any and all control costs incurred by Parks for the prevention and eradication of any Invasive plant escaping from the Premises which has colonized on park property if demonstrated that UW Madison Extension occupancy of County property have led to the introductions of these species.
- g) EMERGENT CULTIVARS: UW Madison UW Extension shall receive written approval from Parks Natural Areas prior to installing experimental cultivars. A request for installing such plantings shall include a plan to prevent escape/establishment outside designated planting areas.

14) IMPROVEMENTS:

- a) Prerequisites: Tenant's plans to renovate, improve and alter the Premises hereunder are contingent upon Tenant obtaining an amount of not less than one hundred percent (100%) of the estimated cost of the construction and renovation to the Premises. All costs associated the construction and renovation of the Premises, including disconnection

and/or hookup of Utilities in conjunction with such construction or renovation, shall be the responsibility of the Tenant. The County will not incur any costs, pay any expenses or issue any debt associated with the Premises, improvements and renovations to the Premises or equipment used on the Premises during the Term.

- b) Tenant shall use a third party contractor through a Right-of-Entry process, or contract with County Parks for any improvements that require technical expertise or work to be performed by certified personnel with specialized equipment.
- c) County Approval: Prior to the start of any construction or renovation of the Premises, including any subsequent alterations or renovations, Tenant shall submit detailed construction plans and specifications to the State Historical Preservation Office (if applicable), to County and to the Architecture and Engineering Section of the Milwaukee County Department of Administrative Services, and to the Parks Department together with the name of Tenant's proposed contractor(s), for review and approval. Submittals shall include, but not limited to, shop drawings containing product information and materials and products shall be approved by County. Tenant shall reimburse County for the cost of a Milwaukee County Project Manager (including salary and benefits) during the construction phases of the project, including any subsequent construction, alterations or improvements, in an amount not to exceed Two Hundred Fifty Dollars (\$250.00) per hour, or Seven Thousand Five Hundred Dollars (\$7,500) total for the project. All costs for the Milwaukee County Project Manager work provided over this amount shall be charged to the County's Parks, Recreation, and Cultural Department's operating budget. Conditions for approval shall include, but not be limited to provision that Tenant shall obtain and comply with, prior to commencing any alterations, additions and improvements, all necessary permits and licenses from the appropriate governmental authorities.
- d) Construction Standards: All development and landscaping shall be completed in a first-class manner and consistent with the standards established for other work in Milwaukee County Parks. Any and all alterations, additions and improvements shall be made in compliance with all statutes, laws, ordinances, rules, and regulations of any governmental authority having jurisdiction over the Premises. Tenant shall also indemnify and hold County harmless from and against all statutory liens or claims of liens of any contractor, subcontractor, laborer or any other party which may arise in connection with any alteration, addition or improvement to the Premises undertaken by or on behalf of Tenant. Any structures, alterations, additions or improvements installed on the Premises by Tenant (including generic signage permanently affixed to the Premises) shall become the property of County upon the expiration or termination of this Agreement. In no event shall Tenant make any alterations or additions to the Premises without the prior written consent of County, except in the event of an emergency, when such consent shall not be required, provided that notice shall be given as soon as reasonably possible thereafter. Routine instances of maintenance, painting, repair and like-kind replacement of materials needing repair or replacement do not constitute alterations or additions requiring such approval, providing they do not individually exceed [Five hundred Dollars (\$500)] in cost per year. Construction equipment brought into the premises must be clean of all materials.

- e) **Builder's Risk:** Tenant or its general contractor shall provide Builder's Risk insurance coverage on a completed value form insuring for special perils, with Milwaukee County as additional insured and loss payee on the insurance certificate. Coverage is during construction period and is intended to terminate when the work has been completed and the Premises are ready for occupancy. Prior to construction, Tenant shall supply Parks Director with written evidence of Builder's Risk insurance. Tenant shall not commence construction activities without written approval from the Parks Director and his/her designee. The Parks Director shall provide a written response to the Tenant within thirty (30) days of receiving written evidence of the Tenant's Builder's Risk insurance documents.
- f) **Construction Escrow:** Tenant agrees to provide evidence satisfactory to the County that the total amount of funds necessary to construct the proposed renovations to the Premises are immediately available and dedicated to such purpose and documentation is in place to provide for the orderly disbursement of such funds during the course of construction to pay for all permits, material, labor, supplies, and any other miscellaneous items used or necessary for the construction of the renovations. Tenant shall deliver to County evidence reasonably acceptable to the County that the total amount of such funds are immediately available and dedicated for the above purpose prior to any construction activities taking place on the Premises. Any such evidence of the Tenant's financial capacity shall also include a letter from the Tenant's banking institution stating that the Tenant has secured a line of credit that is immediately available to Tenant for such purposes in an amount sufficient to cover 100% the costs thereof.
- g) **Licensed Tradespersons:** Tenant agrees that all renovations and improvements shall be performed by fully licensed contractors and subcontractors who shall utilize industry standard supplies, equipment, and construction methods in the performance of their duties. Tenant shall require its contractors and subcontractors to obtain and maintain adequate insurance coverages with liability limits not less than that required of Tenant by County. Tenant shall have responsibility to enforce compliance with these insurance requirements and provide evidence of insurance for any contractor or subcontractor as acceptable to the County.
- h) **Construction Documents:** Tenant agrees that within sixty (60) days after the conclusion of each construction project, renovation or improvement project, Tenant shall provide to County a complete set of construction documents to be included as a minimum: (a) as-built drawings; (b) a copy of all work orders and change orders; (c) a copy of all lien-waivers; (d) operation manuals or cut sheet drawings of any mechanical fixtures or equipment which was installed; (e) manufacturer's warranties or extended warranties; (f) a copy of all construction permits and signed drawings; (g) City of Milwaukee final occupancy permits, if applicable.
- i) **Removal of Equipment and Supplies:** Upon expiration or termination of this Agreement for any reason or no reason, Tenant shall remove, at its costs, all of its supplies, displays, and related items from the Premises within three (3) days of the expiration or termination date, and shall restore the Premises to its prior condition, satisfactory to the Parks Director or his/her designee. Damage caused to the Premises by any removal of personal property or improvements to the Premises will be repaired by the Tenant. If for any reason Tenant does not comply in a timely manner with its obligations under this

paragraph (which shall mean completion within sixty (60) days unless otherwise authorized in writing by Parks Director), then the County may make such repairs or remove, dispose of, or retain such property as the County sees fit. It is mutually agreed that the County may recover from the Tenant any and all reasonable costs, as determined by the County, related to this Section. The Tenant agrees to surrender the Premises in broom-clean condition, subject to ordinary wear and tear and casualty.

15) PERMITS, LICENSES, AND OTHER COSTS: Tenant shall procure, maintain, and pay the fees for all appropriate federal, state, and local licenses and permits required for its activities.

16) COMPLIANCE WITH LAWS – NONDISCRIMINATION, AFFIRMATIVE ACTION AND TBE GOALS:

- a) Generally: There shall be no discrimination against or segregation of any person, or group of persons, on account of gender, age, race, color, religion, creed, national origin or ancestry in the use of the Premises, and Tenant (or any person claiming under or through Tenant) shall not establish or permit any such practice or practices of discrimination or segregation with reference to the Premises.
- b) Non-Discrimination: Tenant certifies that it will not discriminate against any employee or applicant for employment because of race, color, national origin, age, sex or handicap which includes, but is not limited to, the following: employment, upgrading, demotion or transfer, recruitment, or recruitment advertising; layoff or termination; rate of pay or other forms of compensation; and selection for training, including apprenticeship. Tenant will post in conspicuous places, available for employment, notices setting forth the provisions of the non-discriminatory clause. Attached hereto as Exhibit B is an Equal Opportunity Certificate that shall be executed and delivered by Tenant simultaneously with the execution and delivery of the Agreement.
- c) Affirmative Action Program: Tenant certifies that it will strive to implement the principles of equal employment opportunity through an effective affirmative action program which 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 its work force, where these groups may have been previously under-utilized and under-represented. Tenant also agrees that in the event of any disputes as to compliance with the aforementioned requirements, it shall be its responsibility to show that it has exercised good faith efforts to meet all requirements.
- d) Affirmative Action Plan: Tenant certifies that if it has fifty (50) or more employees, it has filed or will develop and submit a written Affirmative Action Plan. Current Affirmative Action Plan, if required, must be filed with any of the following: The Office of Federal Contract Compliance Programs, the State of Wisconsin, or the Milwaukee County Comptroller's Audit Services Division, 633 W. Wisconsin Ave, 9th Floor, Milwaukee, WI, 53203.
- e) Non-Segregated Facilities: Tenant certifies that it does not and will not maintain or provide segregated facilities for its employees, and that it does not permit its employees to perform their services at any location under its control where segregated facilities are maintained.

- f) Reporting Requirement: When applicable, Tenant certifies that it will comply with all reporting requirements and procedures established in Title 41 Code of Federal Regulations, Chapter 60.
 - g) Compliance: Tenant certifies that it is not currently in receipt of any outstanding letters of deficiencies, show cause, probable cause, or other such notification of noncompliance with EEO regulations.
 - h) Targeted Business Enterprise Goals: Tenant shall use reasonable efforts to cause its contractors to establish Targeted Business Enterprise ("TE") participation goals, consistent with Milwaukee County TE goals of [twenty-five percent (25%)] for construction and [ten percent (10%)] for goods and services, purchases and subcontracts, and to use good faith efforts to achieve those goals. The Milwaukee County Community Business Development Partners shall assist Tenant in soliciting potential TE vendors for the improvements and monitor such goal attainment.
- 17) INDEMNIFICATION: To the fullest extent permitted by law, Tenant shall indemnify the County for, and hold it harmless from all liability, claims and demands on account of personal injuries, property damage and loss of any kind whatsoever, including workers' compensation claims, which arise out of or are in any manner connected to the Premises, based on any injury, damage or loss being caused by any wrongful, intentional, or negligent acts or omissions of the Tenant, its agents, or employees. Tenant shall, at its own expense, investigate all claims and demands, attend to their settlement or disposition, defend all actions based thereon and pay all charges of attorneys and other costs and expenses arising from any such injury, damage or loss, claim, demand or action.
- 18) THREATENED AND ENDANGERED SPECIES. Tenant shall comply with all state and/or federal laws that pertain to the protection of Threatened and Endangered species
- 19) ENVIRONMENTAL INDEMNIFICATION: Tenant shall, to the fullest extent provided for under any environmental laws, rules and regulations, be responsible for any required repair, cleanup, remediation or detoxification arising out of any Hazardous Materials brought onto or introduced into the Premises or surrounding areas by Tenant, or its agents. Tenant hereby agrees to indemnify, defend and hold County harmless from and against any and all liabilities, costs, expenses (including attorney fees), damages (including but not limited to clean-up, remediation or detoxification of) or any other losses caused by its introduction of any such Hazardous Materials into or onto the Premises and any Hazardous Materials brought onto or introduced into the Premises as described below.
- a) "Hazardous Materials" as the term is used herein shall mean any substance: (i) the presence of which requires investigation or remediation under any federal, state or local statute, regulation, ordinance, order, action, or policy; or (ii) which is or becomes defined as a "hazardous waste" or "hazardous substance" under any federal, state, or local statute, regulation, ordinance, or amendments thereto, including without limitation, the Comprehensive Environmental Response, Compensation and Liability Act (42 U.S.C. §9601 et seq.), or the Resource Conservation and Recovery Act (42 U.S.C. §6901, et seq.); or (iii) which is toxic, explosive, corrosive, flammable, infectious, radioactive,

carcinogenic, mutagenic, or otherwise hazardous and is or becomes regulated by any governmental authority, agency, department, commission, board, agency or instrumentality of the United States, the State of Wisconsin, or any political subdivision thereof; or (iv) the presence of which on lands within the Project Area causes or threatens to cause a nuisance upon the Project Area or surrounding area or poses or threatens to pose a hazard to the Project Area or surrounding areas or to the health or safety of persons on or about the Project Area; or (v) which contains gasoline, diesel fuel, or other petroleum hydrocarbons; or (vi) which contains polychlorinated biphenyls (PCBs), asbestos, or urea formaldehyde foam insulation; or (vii) which causes notification of release and required actions in accordance with Chapter 292 Wisconsin Statutes.

- 20) **INSURANCE:** The State of Wisconsin, including the University, is self-funded for liability (including general, professional and automobile) under s.895.46 (1) and 893.82 of the Wisconsin Statutes. This protection provided coverage for our officers, employees, and agents. The State of Wisconsin Liability Program is funded to pay in excess of \$1 million for the negligent acts or omissions of its officers, employees and agents, in accordance with the statutes. In addition to the self-funded program, the State purchases substantial limits of excess commercial insurance should a claim ever exceed the self-insured limits. Coverage is continuous under the law. Since this is statutory protection, there is no policy on which to name anyone as an additional insured.
- 21) **SITE RESTORATION:** Both Tenant and County shall together participate in a pre-season and post-season inspection of the Premises, including the turf. Tenant shall be responsible for any actual documented physical damage to the Premises caused by Tenant, its employees, agents, representatives, and guests. Within five (5) days of the discovery of any such damage, the Premises shall be restored to the satisfaction of the Parks Director or his/her designee. If damage is not restored by the Tenant after five (5) days of the discovery and the County elects to restore such damage, then the County shall have the right to restore the damage with its own staff or contract with a private company to restore the damage, and charge all reasonable costs directly associated with performing the restoration work, to the Tenant (including salary and benefits if done with the County's own staff).
- 22) **RIGHT TO AUDIT:** Tenant shall allow the County, the Milwaukee County Comptroller's Audit Services Division, or any other party the County may name, when and as they demand, to audit, examine, access and make copies of, excerpts or transcripts from any records, books, files, premises or other information related to the Premises. Tenant shall maintain and make available to the County the above described information for no less than three years after conclusion of the obligations and responsibilities of the Tenant described herein and required by this Agreement. These requirements shall apply to any and all contractors and subcontractors to the Tenant under this Agreement.
- 23) **NOTICES:** All notices with respect to this Agreement shall be in writing. Except as otherwise expressly provided in this Agreement, a notice shall be deemed duly given and received upon delivery, if delivered by hand, or three days after posting via US Mail, or E-Mail to the party addressed as follows:

To UW Madison Extension:

University of Wisconsin Madison
Division of Extension

To County:

Milwaukee County Dept. of Parks
Executive Director
9480 Watertown Plank Rd.
Wauwatosa, WI 53226

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

- 24) MISCELLANEOUS: This Agreement shall be interpreted and enforced under the laws and jurisdiction of the State of Wisconsin. This Agreement constitutes the entire understanding between the parties and is not subject to amendment unless agreed upon in writing by both parties hereto. Contractor acknowledges and agrees that it will perform its obligations hereunder in compliance with all applicable state, local or federal law, rules and regulations and orders.

SIGNATURE PAGE FOLLOWS

**LEASE AGREEMENT
BETWEEN
MILWAUKEE COUNTY PARKS
AND
THE BOARD OF REGENTS OF THE UNIVERSITY OF WISCONSIN SYSTEM,
UNIVERSITY OF WISCONSIN – EXTENSION**

This Lease Agreement (“Lease”) is made and entered into effective January 1, 2018 (the “Effective Date”), by and between the MILWAUKEE COUNTY PARKS (the “County” or “Landlord”) and UNIVERSITY OF WISCONSIN-EXTENSION (“UW-Extension” or “Tenant”) as represented by: Tedi Winnett. Referenced together, the Landlord and the Tenant are Parties to this Lease.

WHEREAS, Milwaukee County is a municipal body corporate in the State of Wisconsin, and it is the Milwaukee County Parks’ (Parks) mission to sustain the legacy of our world-class park system by managing and conserving natural, cultural, and recreational resources for the benefit of the community; and

WHEREAS, community gardens encourage an urban community’s food security, allowing citizens to grow their own food, to farm to market, or grow food for programs and organizations; and

WHEREAS, Parks and UW-Extension desire to consolidate their Memorandums of Understanding under one over-arching Agreement which takes into account both UW-Extension’s current and future community garden and agricultural park land uses; and

WHEREAS, the Milwaukee County Board of Supervisors, by virtue of adopting Resolution File No. 18-316 on June 21, 2018, has authorized the MILWAUKEE COUNTY PARKS to enter into this agreement with the Tenant for and on behalf of Milwaukee County.

Whereas, recognizing that the development of an over-arching Agreement is advantageous to both agencies, the Parties do herewith, in consideration of mutual promises and other good and valuable consideration, agree as follows:

1. PREMISES: County agrees to allow the Tenant the non-exclusive use of the Premises listed below to provide and manage a County-wide community garden program:
 - a. Forest Hill - 9 acres located at 1800 East Forest Hill Avenue, Oak Creek, Wisconsin, set forth on Exhibit A attached hereto and made a part of this Agreement;
 - b. Kohl Park - 46.8 acres located at 7603 West County Line Road in Milwaukee, Wisconsin, set forth on Exhibit B attached hereto and made a part of this Agreement;
 - c. Rainbow Park –0.5 acres located at 700 South 119th Street in West Allis, Wisconsin, set forth on Exhibit C attached hereto and made a part of this Agreement;
 - d. Cupertino Park –1,630 square feet located at 2000 East Iron Street, Milwaukee, Wisconsin, set forth on Exhibit D hereto and made a part of this Agreement; and
 - e. Firefly Ridge – 9 acres located at 10261 Underwood Parkway, Wauwatosa, Wisconsin, set forth on Exhibit E hereto and made a part of this Agreement; and

- f. Moody Park –1,630 square feet located at 2200 West Burleigh Street, Milwaukee, Wisconsin, set forth on Exhibit F hereto and made a part of this agreement.
- g. Sherman Park – 3,8000 North Sherman Boulevard, Milwaukee, Wisconsin, set forth on Exhibit G hereto and made a part of this Agreement.

Collectively, these County owned properties (65.8 acres) are hereinafter referred to as “the Premises.” Additional property may be designated by amendment signed by both Parties and approved by the Milwaukee County Board of Supervisors.

- 2. **TERM:** This Agreement shall commence on the Effective Date and shall terminate ten (10) years thereafter (the ‘Initial Term’) ; provided, however, that the parties may renew the Agreement for two (2) additional five (5) (5)-year periods if mutually agreeable to both parties (each much period, an ‘Extension Term’). The Initial Term and any Extension Terms than effectuated shall be referred to herein as the ‘Term.’
- 3. **FEES:** UW-Extension provides funds to employ Urban Ag staff and may utilize volunteers to manage and maintain Milwaukee County land designated for the Community Garden Rental Program (CGRP) ; utilizes UW-Extension and other resources for equipment maintenance and purchases; offers several educational programs to gardeners, and is also required to pay water costs pursuant to Section 11(a) of this document. Additionally, UW-Extension plans, develops and manages Milwaukee County’s community gardens program and therefore UW-Extension will not be assessed an annual fee for this program lease.
- 4. **PERMITTED USE OF THE PREMISES:** UW-Extension is hereby authorized and permitted to use the Premises for only those activities directly related to its Community Garden Rental and Agricultural Lease Programs, including but not limited to : environmental, economic, and / or recreational education, community gardening, garden events, classes, etc.to maximize use and provide diversity of activities and community participation. No other activities may be conducted on the Premises without the prior written approval of the Parks Director or his or her designee.
- 5. **CONDITION OF THE PREMISES:** County makes no representation or warranty that as of the Effective Date of this Agreement, all parts of the Premises, including structural elements of the Premises’ foundation of the buildings, roofs, exterior walls, plumbing, electrical and other mechanical systems, including the land, meet and comply with all federal, state, and local laws, ordinances and regulations at the time of delivery to the Tenant. Tenant acknowledges that it has been made aware by County that the Premises are hereby provided on an ‘as-is’ basis and may or may not prove suitable for all purposes contemplated by Tenant, either now or in the future. Tenant further acknowledges that it has freely inspected the Premises and is aware of its general overall condition.
- 6. **PUBLIC BENEFIT-ANNUAL REPORTS:** Within thirty (30) days after the conclusion of each annual term commencement anniversary date, Tenant shall submit a written report to the County listing a description of the numbers and types of activities provided; the number, ethnicity, and ages of the participants served by each of the activities; and, if applicable, the focus and types of any new activities planned for the upcoming calendar year.
- 7. **SIGNAGE:** Tenant may display appropriate signage relating to the use of and/or public access to the Premises with County’s prior written consent, which may not be unreasonably withheld (the “Signage”). Tenant hereby covenants and agrees that Tenant shall, at its own cost and expense: (i) be responsible for ensuring that the Signage is in compliance with all applicable codes, ordinances, statutes, rules and

regulations, including any action or rule of any landmark commission having jurisdiction; (ii) obtain and comply with all consents, approvals and permits necessary from all governmental and quasi-governmental authorities and landmark commissions having jurisdiction over the Signage; (iii) insure the Signage as part of its property and shall also carry liability and property damage insurance with respect to the Signage; (iv) ensure that the Signage retains an attractive appearance at all times; and (v) pay all costs associated with creating, designing, manufacturing, installing, cleaning, maintaining, repairing and replacing (if necessary) the Signage. Any signage in County Parks must have the Milwaukee County Parks logo prominently displayed. UW-Extension shall not allow or issue "naming rights" to any portion of the Premises or environs for any purposes without the express, written consent of the Parks Director.

8. **PARKS LOGO:** Tenant is responsible for all marketing and advertising to promote its activities. Tenant shall acknowledge the Parks Department and include the Parks logo, to be approved by Parks Department, in all promotional materials, whether print or digital, directly related to its activities covered under this Agreement.
9. **PUBLIC ACCESS AND USE OF THE PREMISES:** The Parties recognize that during the Term of this Agreement the Premises is operating as a business entity and that public use of the Premises is mutually desirable. The Premises shall remain open and available to the public during regular hours the Park remains open.
10. **CLEANLINESS, GARBAGE:** Tenant is responsible for maintaining the Premises, and surrounding areas in a state of cleanliness and repair to prevent injury to the public. Tenant is also responsible for the collection and disposal of all municipal solid waste (trash) and recycling associated with its activities. Tenant is strongly encouraged to establish a recycling program to reduce landfill waste. Tenant may contract with a commercial waste service and, upon coordination with County, place municipal solid waste and recycling containers in a designated area of the parking lot. Park land is not to be used to store or dispose of full or empty fertilizer or pesticide containers or any unused fertilizer, pesticide or other waste or material of any kind. UW-Extension will provide a list of fertilizers and pesticides that will be used in their program to Parks every year.
11. **UTILITIES:**
 - a. Any costs related to construction and/or hookup of water or other utilities and the costs for the use of any utilities shall be paid by UW-Extension. Requires Parks approval and potential County Board approval of related easements.
 - b. Certain overhead and underground utility lines owned by the Parks may traverse the Premises; the Parks shall have the right to access such utility lines for maintenance and service.
 - c. MMSD, Public Utilities or other entities (the "Utilities"), which have facilities traversing the Premises, which were constructed under other Agreements with the Parks, shall have the right to access their facilities for maintenance and service pursuant to the terms and conditions of those individual Agreements. Parks shall require Utilities entering the Premises to obtain a Right of Entry permit insisting Utilities take necessary measures to protect and avoid damage to the Premises. In the event damage occurs, Parks will take such steps as are reasonably necessary to enforce the Right of Entry permit and assist UW-Extension in recovering any loss caused by said damage.

- d. Right of Entry – Parks and Diggers Hotline. Tenant is required to contact **Diggers Hotline (1-800-242-8511)** regarding potential utilities located within the project area within the leased property allowed by this ROE a minimum of five (5) business days before commencing work.

Permittee is required to contact **Mr. Blake Prusak, Parks Mechanical Services Manager, at phone number (414) 258-2322**, regarding potential County utilities located within the project area within the leased project.

12. OPERATION, MAINTENANCE, AND REPAIR: UW-Extension agrees that it will keep the Premises in good, clean, safe, secure and sanitary condition and to that end UW-Extension shall, at its expense, perform whatever maintenance and repairs as may be necessary to keep the Facility safe, and in good repair and appearance. UW-Extension maintenance responsibilities include mowing and snow removal in and around the Premises. UW-Extension shall keep all service roads located on the Premises in a clean and safe condition, and shall conform to all municipal ordinances and laws affecting the Premises and will pay any penalty, damages or other charges imposed for any violation of any ordinances and laws, whether occasioned by the neglect of UW-Extension or any agent in the employ of UW-Extension or any person contracting with UW-Extension. UW-Extension shall not permit any unattractive and unsanitary accumulation of trash, debris, or litter on the Premises. UW-Extension will work proactively with Milwaukee County Parks to resolve the erosion issues in Kohl Park for the duration of the Agreement.

13. INVASIVE PLANT SPECIES MANAGEMENT:

- a. UW-Extension shall be solely responsible for the cost for prevention and eradication on the Premises of all plant species considered to be, at the sole discretion of Parks, aggressive, invasive and or noxious (“Invasive”). See Chapter NR40 Wisconsin Invasive Species Rule for a list of state prohibited or restricted species. Milwaukee County Parks Natural Areas staff will provide guidance if needed.
- b. If herbicides are proposed for use in the prevention and eradication of any Invasive, UW-Extension shall obtain prior written approval from Parks before such use.
- c. UW-Extension shall submit to Parks one (1) month prior to planting or no later than April 1st of each term year, whichever is earlier, a planting list indicating the species to be planted (the “Plant List”) for Parks approval. Any subtraction from or addition to the Parks approved Plant List, or any other special request must have the written approval of Parks. Furthermore, Parks reserves the right to remove from said list any plant species it deems to be an Invasive.
- d. UW-Extension shall also be solely responsible for any and all control costs incurred by Parks for the prevention and eradication of any Invasive escaping from the Premises which has colonized on park property.

14. IMPROVEMENTS:

- a. Prerequisites: Tenant’s plans to renovate, improve and alter the Premises hereunder are contingent upon Tenant obtaining an amount of not less than one hundred percent (100%) of the estimated cost of the construction and renovation to the Premises. All costs associated the construction and renovation of the Premises, including disconnection and/or hookup of Utilities in conjunction with such construction or renovation, shall be the responsibility of the Tenant. The County will not incur any costs, pay any expenses or issue any debt associated with the Premises, improvements and renovations to the Premises or equipment used on the Premises during the Term.

- b. **County Approval:** Prior to the start of any construction or renovation of the Premises, including any subsequent alterations or renovations, Tenant shall submit detailed construction plans and specifications to the State Historical Preservation Office (if applicable), to County and to the Architecture and Engineering Section of the Milwaukee County Department of Administrative Services, and to the Parks Department together with the name of Tenant's proposed contractor(s), for review and approval. Submittals shall include, but not limited to, shop drawings containing product information and materials and products shall be approved by County. Tenant shall reimburse County for the cost of a Milwaukee County Project Manager (including salary and benefits) during the construction phases of the project, including any subsequent construction, alterations or improvements, in an amount not to exceed Two Hundred Fifty Dollars (\$250.00) per hour, or Seven Thousand Five Hundred Dollars (\$7,500) total for the project. All costs for the Milwaukee County Project Manager work provided over this amount shall be charged to the County's Parks, Recreation, and Cultural Department's operating budget. Conditions for approval shall include, but not be limited to provision that Tenant shall obtain and comply with, prior to commencing any alterations, additions and improvements, all necessary permits and licenses from the appropriate governmental authorities.
- c. **Construction Standards:** All development and landscaping shall be completed in a first-class manner and consistent with the standards established for other work in Milwaukee County Parks. Any and all alterations, additions and improvements shall be made in compliance with all statutes, laws, ordinances, rules, and regulations of any governmental authority having jurisdiction over the Premises. Tenant shall also indemnify and hold County harmless from and against all statutory liens or claims of liens of any contractor, subcontractor, laborer or any other party which may arise in connection with any alteration, addition or improvement to the Premises undertaken by or on behalf of Tenant. Any structures, alterations, additions or improvements installed on the Premises by Tenant (including generic signage permanently affixed to the Premises) shall become the property of County upon the expiration or termination of this Agreement. In no event shall Tenant make any alterations or additions to the Premises without the prior written consent of County, except in the event of an emergency, when such consent shall not be required, provided that notice shall be given as soon as reasonably possible thereafter. Routine instances of maintenance, painting, repair and like-kind replacement of materials needing repair or replacement do not constitute alterations or additions requiring such approval, providing they do not individually exceed [Five hundred Dollars (\$500)] in cost per year. Construction equipment brought into the premises must be clean of all materials.
- d. **Builder's Risk:** Tenant or its general contractor shall provide Builder's Risk insurance coverage on a completed value form insuring for special perils, with Milwaukee County as additional insured and loss payee on the insurance certificate. Coverage is during construction period and is intended to terminate when the work has been completed and the Premises are ready for occupancy. Prior to construction, Tenant shall supply Parks Director with written evidence of Builder's Risk insurance. Tenant shall not commence construction activities without written approval from the Parks Director and his/her designee. The Parks Director shall provide a written response to the Tenant within thirty (30) days of receiving written evidence of the Tenant's Builder's Risk insurance documents.
- e. **Construction Escrow:** Tenant agrees to provide evidence satisfactory to the County that the total amount of funds necessary to construct the proposed renovations to the Premises are immediately available and dedicated to such purpose and documentation is in place to provide for the orderly disbursement of such funds during the course of construction to pay for all permits, material, labor, supplies, and any other miscellaneous items used or necessary for the construction of the renovations. Tenant shall deliver to County evidence reasonably acceptable to the County that the total amount of such funds are immediately available and dedicated for the above purpose prior to

any construction activities taking place on the Premises. Any such evidence of the Tenant's financial capacity shall also include a letter from the Tenant's banking institution stating that the Tenant has secured a line of credit that is immediately available to Tenant for such purposes in an amount sufficient to cover 100% the costs thereof.

- f. Licensed Tradespersons: Tenant agrees that all renovations and improvements shall be performed by fully licensed contractors and subcontractors who shall utilize industry standard supplies, equipment, and construction methods in the performance of their duties. Tenant shall require its contractors and subcontractors to obtain and maintain adequate insurance coverages with liability limits not less than that required of Tenant by County. Tenant shall have responsibility to enforce compliance with these insurance requirements and provide evidence of insurance for any contractor or subcontractor as acceptable to the County.
 - g. Construction Documents: Tenant agrees that within sixty (60) days after the conclusion of each construction project, renovation or improvement project, Tenant shall provide to County a complete set of construction documents to be included as a minimum: (a) as-built drawings; (b) a copy of all work orders and change orders; (c) a copy of all lien-waivers; (d) operation manuals or cut sheet drawings of any mechanical fixtures or equipment which was installed; (e) manufacturer's warranties or extended warranties; (f) a copy of all construction permits and signed drawings; (g) City of Milwaukee final occupancy permits, if applicable.
 - h. Removal of Equipment and Supplies: Upon expiration or termination of this Agreement for any reason or no reason, Tenant shall remove, at its costs, all of its supplies, displays, and related items from the Premises within three (3) days of the expiration or termination date, and shall restore the Premises to its prior condition, satisfactory to the Parks Director or his/her designee. Damage caused to the Premises by any removal of personal property or improvements to the Premises will be repaired by the Tenant. If for any reason Tenant does not comply in a timely manner with its obligations under this paragraph (which shall mean completion within sixty (60) days unless otherwise authorized in writing by Parks Director), then the County may make such repairs or remove, dispose of, or retain such property as the County sees fit. It is mutually agreed that the County may recover from the Tenant any and all reasonable costs, as determined by the County, related to this Section. The Tenant agrees to surrender the Premises in broom-clean condition, subject to ordinary wear and tear and casualty.
15. PERMITS, LICENSES, AND OTHER COSTS: Tenant shall procure, maintain, and pay the fees for all appropriate federal, state, and local licenses and permits required for its activities.
16. COMPLIANCE WITH LAWS – NONDISCRIMINATION, AFFIRMATIVE ACTION AND TBE GOALS:
- a. Generally: There shall be no discrimination against or segregation of any person, or group of persons, on account of gender, age, race, color, religion, creed, national origin or ancestry in the use of the Premises, and Tenant (or any person claiming under or through Tenant) shall not establish or permit any such practice or practices of discrimination or segregation with reference to the Premises.
 - b. Non-Discrimination: Tenant certifies that it will not discriminate against any employee or applicant for employment because of race, color, national origin, age, sex or handicap which includes, but is not limited to, the following: employment, upgrading, demotion or transfer, recruitment, or recruitment advertising; layoff or termination; rate of pay or other forms of compensation; and selection for training, including apprenticeship. Tenant will post in conspicuous places, available for employment, notices setting forth the provisions of the non-discriminatory clause. Attached hereto as Exhibit B is an Equal Opportunity Certificate that shall

be executed and delivered by Tenant simultaneously with the execution and delivery of the Agreement.

- c. **Affirmative Action Program:** Tenant certifies that it will strive to implement the principles of equal employment opportunity through an effective affirmative action program which 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 its work force, where these groups may have been previously under-utilized and under-represented. Tenant also agrees that in the event of any disputes as to compliance with the aforementioned requirements, it shall be its responsibility to show that it has exercised good faith efforts to meet all requirements.
 - d. **Affirmative Action Plan:** Tenant certifies that if it has fifty (50) or more employees, it has filed or will develop and submit a written Affirmative Action Plan. Current Affirmative Action Plan, if required, must be filed with any of the following: The Office of Federal Contract Compliance Programs, the State of Wisconsin, or the Milwaukee County Comptroller's Audit Services Division, 633 W. Wisconsin Ave, 9th Floor, Milwaukee, WI, 53203.
 - e. **Non-Segregated Facilities:** Tenant certifies that it does not and will not maintain or provide segregated facilities for its employees, and that it does not permit its employees to perform their services at any location under its control where segregated facilities are maintained.
 - f. **Reporting Requirement:** When applicable, Tenant certifies that it will comply with all reporting requirements and procedures established in Title 41 Code of Federal Regulations, Chapter 60.
 - g. **Compliance:** Tenant certifies that it is not currently in receipt of any outstanding letters of deficiencies, show cause, probable cause, or other such notification of noncompliance with EEO regulations.
 - h. **Targeted Business Enterprise Goals:** Tenant shall use reasonable efforts to cause its contractors to establish Targeted Business Enterprise ("TE") participation goals, consistent with Milwaukee County TE goals of [twenty-five percent (25%)] for construction and [ten percent (10%)] for goods and services, purchases and subcontracts, and to use good faith efforts to achieve those goals. The Milwaukee County Community Business Development Partners shall assist Tenant in soliciting potential TE vendors for the improvements and monitor such goal attainment. Tenant's contact regarding TE participation is: _____.
17. **INDEMNIFICATION:** To the fullest extent permitted by law, Tenant shall indemnify the County for, and hold it harmless from all liability, claims and demands on account of personal injuries, property damage and loss of any kind whatsoever, including workers' compensation claims, which arise out of or are in any manner connected to the Premises, based on any injury, damage or loss being caused by any wrongful, intentional, or negligent acts or omissions of the Tenant, its agents, or employees. Tenant shall, at its own expense, investigate all claims and demands, attend to their settlement or disposition, defend all actions based thereon and pay all charges of attorneys and other costs and expenses arising from any such injury, damage or loss, claim, demand or action.
18. **ENVIRONMENTAL INDEMNIFICATION:** Tenant shall, to the fullest extent provided for under any environmental laws, rules and regulations, be responsible for any required repair, cleanup, remediation or detoxification arising out of any Hazardous Materials brought onto or introduced into the Premises or surrounding areas by Tenant, or its agents. Tenant hereby agrees to indemnify, defend and hold County harmless from and against any and all liabilities, costs, expenses (including attorney fees), damages (including but not limited to clean-up, remediation or detoxification of) or any other losses

caused by its introduction of any such Hazardous Materials into or onto the Premises and any Hazardous Materials brought onto or introduced into the Premises as described below.

- a. "Hazardous Materials" as the term is used herein shall mean any substance: (i) the presence of which requires investigation or remediation under any federal, state or local statute, regulation, ordinance, order, action, or policy; or (ii) which is or becomes defined as a "hazardous waste" or "hazardous substance" under any federal, state, or local statute, regulation, ordinance, or amendments thereto, including without limitation, the Comprehensive Environmental Response, Compensation and Liability Act (42 U.S.C. §9601 et seq.), or the Resource Conservation and Recovery Act (42 U.S.C. §6901, et seq.); or (iii) which is toxic, explosive, corrosive, flammable, infectious, radioactive, carcinogenic, mutagenic, or otherwise hazardous and is or becomes regulated by any governmental authority, agency, department, commission, board, agency or instrumentality of the United States, the State of Wisconsin, or any political subdivision thereof; or (iv) the presence of which on lands within the Project Area causes or threatens to cause a nuisance upon the Project Area or surrounding area or poses or threatens to pose a hazard to the Project Area or surrounding areas or to the health or safety of persons on or about the Project Area; or (v) which contains gasoline, diesel fuel, or other petroleum hydrocarbons; or (vi) which contains polychlorinated biphenyls (PCBs), asbestos, or urea formaldehyde foam insulation; or (vii) which causes notification of release and required actions in accordance with Chapter 292 Wisconsin Statutes.
19. **INSURANCE:** The State of Wisconsin, including the University, is self-funded for liability (including general, professional and automobile) under s.895.46 (1) and 893.82 of the Wisconsin Statutes. This protection provided coverage for our officers, employees, and agents. The State of Wisconsin Liability Program is funded to pay in excess of \$1 million for the negligent acts or omissions of its officers, employees and agents, in accordance with the statutes. In addition to the self-funded program, the State purchases substantial limits of excess commercial insurance should a claim ever exceed the self-insured limits. Coverage is continuous under the law. Since this is statutory protection, there is no policy on which to name anyone as an additional insured.
 20. **SITE RESTORATION:** Both Tenant and County shall together participate in a pre-season and post-season inspection of the Premises, including the turf. Tenant shall be responsible for any actual documented physical damage to the Premises caused by Tenant, its employees, agents, representatives, and guests. Within five (5) days of the discovery of any such damage, the Premises shall be restored to the satisfaction of the Parks Director or his/her designee. If damage is not restored by the Tenant after five (5) days of the discovery and the County elects to restore such damage, then the County shall have the right to restore the damage with its own staff or contract with a private company to restore the damage, and charge all reasonable costs directly associated with performing the restoration work, to the Tenant (including salary and benefits if done with the County's own staff).
 21. **RIGHT TO AUDIT:** Tenant shall allow the County, the Milwaukee County Comptroller's Audit Services Division, or any other party the County may name, when and as they demand, to audit, examine, access and make copies of, excerpts or transcripts from any records, books, files, premises or other information related to the Premises. Tenant shall maintain and make available to the County the above described information for no less than three years after conclusion of the obligations and responsibilities of the Tenant described herein and required by this Agreement. These requirements shall apply to any and all contractors and subcontractors to the Tenant under this Agreement.

22. NOTICES: All notices with respect to this Agreement shall be in writing. Except as otherwise expressly provided in this Agreement, a notice shall be deemed duly given and received upon delivery, if delivered by hand, or three days after posting via US Mail, or E-Mail to the party addressed as follows:

To UW-Extension:

University of Wisconsin – Extension
Jordon Ott,
Director Office of Extramural Support
432 North Lake Street, Rm 104
Madison, WI 53706

To County:

Milwaukee County Dept. of Parks
Guy Smith
Interim Director
9480 Watertown Plank Road
Wauwatosa, WI 53226

AND

Milwaukee County DAS
633 W. Wisconsin Avenue
Suite 903
Milwaukee, WI 53203

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

23. MISCELLANEOUS: This Agreement shall be interpreted and enforced under the laws and jurisdiction of the State of Wisconsin. This Agreement constitutes the entire understanding between the parties and is not subject to amendment unless agreed upon in writing by both parties hereto. Contractor acknowledges and agrees that it will perform its obligations hereunder in compliance with all applicable state, local or federal law, rules and regulations and orders.

SIGNATURE PAGE FOLLOWS

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

**The Board of Regents of the
University of Wisconsin System, UW-Extension**

by _____ Date _____
Jordon Ott, Director Office of Extramural Support

Milwaukee County Parks

DocuSigned by:
by Guy Smith Date 8/10/2018
Guy Smith, Interim Director

Approved with regards to County Ordinance Chapter 42:

DocuSigned by:
By: Rick Norris Date: 7/23/2018
AD4C84D4023E450...
Community Business Development Partners
Rick Norris

Approved for execution:

Reviewed by:

DocuSigned by:
By: Paul D. Kuglitsch Date: 7/27/2018
57104007A18A423...
Corporation Counsel
Paul D. Kuglitsch

DocuSigned by:
By: Paul Schwegel Date: 7/24/2018
480D50B2E68949A...
Risk Management
Paul Schwegel

Approved by:

*Approved as to funds available per
Wisconsin Statutes Section 59.255 (2)(e):*

DocuSigned by:
By: Chris Abele Date: 7/31/2018
831C9742336E428...
County Executive Chris Abele

DocuSigned by:
By: Scott B. Manske Date: 7/23/2018
F2FF9C00D50848B...
Comptroller Scott B. Manske

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

DocuSigned by:
By: Paul D. Kuglitsch Date: 8/9/2018
57104007A18A423...
Corporation Counsel
Paul D. Kuglitsch

From the Interim Director, Department of Parks, Recreation, and Culture, requesting retroactive authorization to execute a Lease Agreement with The Board of Regents of the University of Wisconsin (UW) - UW Extension for 65.8 acres of community garden space within: Forest Hill, Kohl, Rainbow, Cupertino, Firefly Ridge, Moody, and Sherman Parks for a 10 year-term retroactive to January 1, 2018, with two five-year extensions, by recommending adoption of the following:

A RESOLUTION

WHEREAS, Milwaukee County (the County) is the owner of the following parks that contain community gardens: Forest Hill, 1800 East Forest Hill Avenue in Oak Creek; Kohl Park, 7603 West County Line Road in Milwaukee; Rainbow Park, 700 South 119th Street in West Allis; Cupertino Park, 2000 East Iron Street in Milwaukee; Firefly Ridge, 10261 Underwood Parkway in Wauwatosa; Moody Park, 2200 West Burleigh Street in Milwaukee; and Sherman Park, 3800 North Sherman Boulevard in Milwaukee; and

WHEREAS, the County has partnered with the University of Wisconsin (UW) - UW Extension program to provide community gardens, and these partnerships have been guided by various Memorandums of Understanding (MOUs); and

WHEREAS, the County wishes to continue the partnership with UW-Extension, and provide defined locations within the above listed parks to manage a County-wide community garden program; and

WHEREAS, it is the intent to consolidate the various MOUs under one overarching Lease Agreement; and

WHEREAS, the Committee on Parks, Energy, and Environment, at its meeting of June 12, 2018, recommended adoption of File No. 18-316 (vote 5-0); now, therefore,

BE IT RESOLVED, the Milwaukee County Board of Supervisors hereby authorizes the Department of Parks, Recreation, and Culture, the Department of Administrative Services, the Office of Corporation Counsel, and any other Department that may be necessary to execute and record all documents and perform all actions as required to execute the Lease Agreement attached to File No. 18-316; and

BE IT FURTHER RESOLVED, the County Executive and County Clerk are authorized to execute any required documents regarding the execution of this resolution.

43

44

45 kae

46 06/12/18

47 S:\Committees\2018\Jun\PE&E\Resolutions\18-316 uw ext community gardens lease agreement.doc

TBE Participation Recommendation

CONTACT INFORMATION

Contract Administrator: Erica Hayden Phone: 414-257-8017 Date: July 9, 2018
 Email Address erica.hayden@milwaukeecountywi.gov Dept: Parks Grant \$\$: N/A Org No. 900

PROJECT INFORMATION

Project Name: UW-Extension Community Gardens Project No.: _____

Contract Scope/Project Description (**attach scope/description of work or estimating sheet**):

UW-Extension will provide a county-wide community garden program at Forest Hill, Kohl Park, Rainbow Park, Cupertino Park, Firefly Ridge, Moody Park, and Sherman Park. Tenant shall use reasonable efforts to cause its contractors to establish Targeted Business Enterprise ("TE") participation goals, consistent with Milwaukee County TE goals of [twenty-five percent (25%)] for construction and [ten percent (10%)] for goods and services, purchases and subcontracts, and to use good faith efforts to achieve those goals.

Contracting Opportunities (List NAICS codes): _____

TYPE OF PROJECT

Contract Value: \$0 Contract Type: Construction Services

EXPLANATION

Request for a goal of 0% requires signature of department head. Check boxes below. Check all that applies.

- A. \$10,000 or less ☐ B. Rental or Lease ☐ C. Governmental Agency or Institution ☐
 D. ¹Non-Profit (No subcontract) ☐ E. Purchasing or Renewal of software license ☐
 F. ²Contract Extension/Amendment ☐ G. ³Specialized ☐ H. Only one individual assigned to the contract ☐
 I. The nature (scope of work) of contract doesn't have subcontracting opportunities ☐ J. ⁴Grants ☐
 K. No funding use by Milwaukee County ☐ L. Special License or Certificate required ☐
 M. Other _____

Department/Division Administrator

Name Guy Smith

Signature

DocuSigned by:

Guy Smith

Date 7/20/2018

3C64EEF1D1CC409...

CBDP USE ONLY

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

This contract is exempt from a participation goal: ____ Yes ____ No

Approved: _____

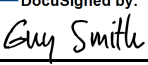
DocuSigned by:

Rick Norris

Date: 7/23/2018

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Note: 1 Non-Profit is not subcontracting work. 2 Must have the original Participation agreement. 3. No known TBE firms available. 4 No subcontracting to a non-profit entity. 5 A non-Milwaukee County entity is funding the project.

CONTRACT FORM 1684 R5 (Refer to ADMINISTRATIVE MANUAL Section 1.13, for procedures)											
Mail to: Preliminary: Office of the Comptroller, Contract Signatures, Room 301 Courthouse Final: Office of the Comptroller, Accounts Payable, Room 301 Courthouse Community Business Development Partners, 9th Floor - 633 W. Wisconsin								CONTRACT TYPE			
								Professional Service - Operating			
								Professional Service - Capital			
								Purchase of Service			
								Preliminary		Final	X
DEPARTMENT NAME								AGENCY NO.		DEPARTMENT (HIGH) ORG	
Parks, Recreation and Culture								900		9000	
VENDOR INFORMATION											
VENDOR NO.				ORDER TYPE		NEW or	AMEND	CONTRACT NO.			
70076				Lease		X					
NAME OF VENDOR						ADDRESS					
University of Wisconsin - Extension						432 North Lake Street, Rm 104					
						Madison, WI 53706					
TAX I.D. NO.		EFFECTIVE DATES:		LENGTH OF CONTRACT		AMENDMENT ONLY: DOLLAR		TOTAL CONTRACT			
		begin date end date		(IN MONTHS)		CHANGE		AMOUNT			
		01/01/18 01/01/28		120				\$0			
ACCOUNTING INFORMATION											
Year to be Expended	Line No	Fund	Agency	Org Unit	Activity	Function	Object	Job Number	Report Cat	Units	Amount to be Expended/ Amendment
PURPOSE OF CONTRACT											
This is a long-term lease that allows UW-Extension to provide and manage a county-wide community garden program at Forest Hill, Kohl Park, Rainbow Park, Cupertino Park, Firefly Ridge, Moody Park, and Sherman Park.											
Was County Board approval received prior to contract execution or contract amendment or extension?											
<div><input checked="" type="checkbox"/> X If YES, give County Board File No. 18-316 Date Approved 06/21/18</div> <div><input type="checkbox"/> If NO, why is County Board approval not required?</div>											
Was Contract fully executed prior to work being performed (all signatures received)? <input type="checkbox"/> YES <input checked="" type="checkbox"/> X NO											
Is Vendor a certified professional service DBE? <input type="checkbox"/> YES <input checked="" type="checkbox"/> X NO											
Erica Hayden				07/10/18		Contract Manager					
Prepared By				Date		Title					
DocuSigned by: 				7/20/2018		Interim Director, Parks Department					
Signature of County Administrator				Date		Title					



University of Wisconsin-Extension

Safety and Risk Management

432 N. Lake Street

Madison, WI 53706-1498

(608) 263-1696

University of Wisconsin-Extension

Liability Statement

The State of Wisconsin, and consequently the Board of Regents of the University of Wisconsin System as an agency of the State, is self-funded for liability (both public and property) under ss. 893.82 and 895.46(1), Wis. Stats. As a result, such protection is applicable to officers, employees and agents, including employees of the University of Wisconsin-Extension. Since this is statutory protection, there is no policy on which to name any other entity as an additional insured. This coverage is both general and professional and is continuous under the law. In addition to the statutory protection, the State of Wisconsin carries excess coverage for both general and professional liability. Workers compensation coverage is also provided to all employees under Chapter 102 of Wisconsin Statutes.

A handwritten signature in black ink, appearing to read "Daniel Karamanski".

Daniel Karamanski

Director, Safety and Risk Management

608-263-1696

Certificate Of Completion

Envelope Id: A892A265C58A41B9A94C6F309FC353CB

Status: Completed

Subject: Please DocuSign: Revised UW-Extension Community Gardens 2018 Lease

Source Envelope:

Document Pages: 15

Signatures: 10

Envelope Originator:

Certificate Pages: 6

Initials: 0

Johanna Jimenez

AutoNav: Enabled

633 W. Wisconsin Ave.

Enveloped Stamping: Enabled

Suite 901

Time Zone: (UTC-06:00) Central Time (US & Canada)

Milwaukee, WI 53203

johanna.jimenez@milwaukeecountywi.gov

IP Address: 204.194.251.5

Record Tracking

Status: Original
7/20/2018Holder: Johanna Jimenez
johanna.jimenez@milwaukeecountywi.gov

Location: DocuSign

Signer Events

Guy Smith
guy.smith@milwaukeecountywi.gov
Interim Director, Parks Department
Milwaukee County
Security Level: Email, Account Authentication
(None)

Signature

DocuSigned by:

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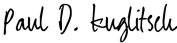
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Signed using mobile

Timestamp

Sent: 7/20/2018
Viewed: 7/20/2018
Signed: 7/20/2018

Electronic Record and Signature Disclosure:
Accepted: 12/11/2017
ID: 022e4205-7af7-4f9e-a114-b604b5086b96

Paul D. Kuglitsch
corpcounselsignature@milwaukeecountywi.gov
Corporation Counsel
Milwaukee County
Security Level: Email, Account Authentication
(None)


DocuSigned by:

57104007A18A423...

Signature Adoption: Pre-selected Style
Using IP Address: 204.194.251.5

Sent: 7/20/2018
Viewed: 7/27/2018
Signed: 7/27/2018

Electronic Record and Signature Disclosure:
Not Offered via DocuSign

Paul Schwegel
paul.schwegel@milwaukeecountywi.gov
Safety Manager
Milwaukee County
Security Level: Email, Account Authentication
(None)

DocuSigned by:

480D50B2E68949A...

Signature Adoption: Pre-selected Style
Using IP Address: 204.194.251.5

Sent: 7/20/2018
Viewed: 7/24/2018
Signed: 7/24/2018

Electronic Record and Signature Disclosure:
Not Offered via DocuSign

Rick Norris
Rick.Norris@milwaukeecountywi.gov
CBDP Director
Milwaukee County
Security Level: Email, Account Authentication
(None)

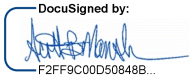
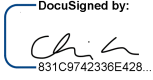
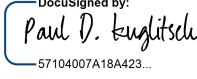


DocuSigned by:

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Signature Adoption: Pre-selected Style
Using IP Address: 204.194.251.5

Sent: 7/20/2018
Viewed: 7/23/2018
Signed: 7/23/2018

Electronic Record and Signature Disclosure:
Not Offered via DocuSign

Signer Events	Signature	Timestamp
Scott Manske - Comptroller comptrollerssignature@milwaukeecountywi.gov Comptroller Milwaukee County Security Level: Email, Account Authentication (None)	 <p>DocuSigned by: F2FF9C00D50848B...</p> <p>Signature Adoption: Uploaded Signature Image Using IP Address: 204.194.251.5</p>	Sent: 7/20/2018 Viewed: 7/23/2018 Signed: 7/23/2018
Electronic Record and Signature Disclosure:		
Not Offered via DocuSign		
Chris Abele, County Executive cexsignature@milwaukeecountywi.gov County Executive Milwaukee County Security Level: Email, Account Authentication (None)	 <p>DocuSigned by: 831C9742336E428...</p> <p>Signature Adoption: Drawn on Device Using IP Address: 204.194.251.5</p>	Sent: 7/27/2018 Viewed: 7/31/2018 Signed: 7/31/2018
Electronic Record and Signature Disclosure:		
Not Offered via DocuSign		
Paul D. Kuglitsch corpcounselsignature@milwaukeecountywi.gov Corporation Counsel Milwaukee County Security Level: Email, Account Authentication (None)	 <p>DocuSigned by: 57104007A18A423...</p> <p>Signature Adoption: Pre-selected Style Using IP Address: 204.194.251.5</p>	Sent: 7/31/2018 Resent: 8/2/2018 Resent: 8/7/2018 Viewed: 8/9/2018 Signed: 8/9/2018
Electronic Record and Signature Disclosure:		
Not Offered via DocuSign		
Guy Smith guy.smith@milwaukeecountywi.gov Interim Director, Parks Department Milwaukee County Security Level: Email, Account Authentication (None)	 <p>DocuSigned by: 3C84EEF1D1CC409...</p> <p>Signature Adoption: Pre-selected Style Using IP Address: 204.194.251.5</p>	Sent: 8/9/2018 Viewed: 8/10/2018 Signed: 8/10/2018
Electronic Record and Signature Disclosure:		
Accepted: 12/11/2017 ID: 022e4205-7af7-4f9e-a114-b604b5086b96		
In Person Signer Events	Signature	Timestamp
Editor Delivery Events	Status	Timestamp
Agent Delivery Events	Status	Timestamp
Intermediary Delivery Events	Status	Timestamp
Certified Delivery Events	Status	Timestamp
Erica H. Hayden erica.hayden@milwaukeecountywi.gov Contracts Manager Milwaukee County Security Level: Email, Account Authentication (None)	 <p>Using IP Address: 204.194.251.5</p>	Sent: 8/10/2018 Viewed: 8/10/2018
Electronic Record and Signature Disclosure:		
Not Offered via DocuSign		
Carbon Copy Events	Status	Timestamp

Notary Events	Signature	Timestamp
Envelope Summary Events	Status	Timestamps
Envelope Sent	Hashed/Encrypted	8/10/2018
Certified Delivered	Security Checked	8/10/2018
Completed	Security Checked	8/10/2018
Payment Events	Status	Timestamps
Electronic Record and Signature Disclosure		

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You may contact us to let us know of your changes as to how we may contact you electronically, to request paper copies of certain information from us, and to withdraw your prior consent to receive notices and disclosures electronically as follows:

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To advise Wisconsin Milwaukee County of your new e-mail address

To let us know of a change in your e-mail address where we should send notices and disclosures electronically to you, you must send an email message to us at plee@milwcnty.com and in the body of such request you must state: your previous e-mail address, your new e-mail address. We do not require any other information from you to change your email address..

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To inform us that you no longer want to receive future notices and disclosures in electronic format you may:

- i. decline to sign a document from within your DocuSign account, and on the subsequent page, select the check-box indicating you wish to withdraw your consent, or you may;
- ii. send us an e-mail to plee@milwcnty.com and in the body of such request you must state your e-mail, full name, IS Postal Address, telephone number, and account number. We do not need any other information from you to withdraw consent.. The consequences of your withdrawing consent for online documents will be that transactions may take a longer time to process..

Required hardware and software

Operating Systems:	Windows2000? or WindowsXP?
Browsers (for SENDERS):	Internet Explorer 6.0? or above
Browsers (for SIGNERS):	Internet Explorer 6.0?, Mozilla FireFox 1.0, NetScape 7.2 (or above)
Email:	Access to a valid email account
Screen Resolution:	800 x 600 minimum
Enabled Security Settings:	<ul style="list-style-type: none"> • Allow per session cookies • Users accessing the internet behind a Proxy Server must enable HTTP

	1.1 settings via proxy connection
--	-----------------------------------

** These minimum requirements are subject to change. If these requirements change, we will provide you with an email message at the email address we have on file for you at that time providing you with the revised hardware and software requirements, at which time you will have the right to withdraw your consent.

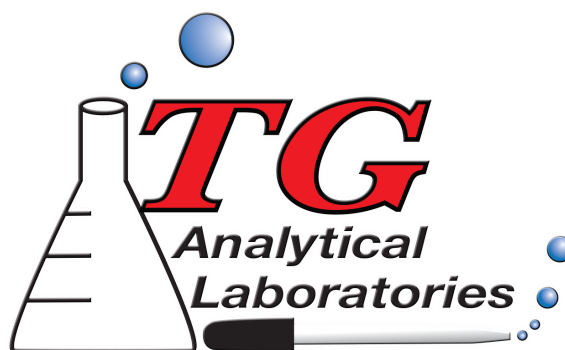
Acknowledging your access and consent to receive materials electronically

To confirm to us that you can access this information electronically, which will be similar to other electronic notices and disclosures that we will provide to you, please verify that you were able to read this electronic disclosure and that you also were able to print on paper or electronically save this page for your future reference and access or that you were able to e-mail this disclosure and consent to an address where you will be able to print on paper or save it for your future reference and access. Further, if you consent to receiving notices and disclosures exclusively in electronic format on the terms and conditions described above, please let us know by clicking the 'I agree' button below.

By checking the 'I Agree' box, I confirm that:

- I can access and read this Electronic CONSENT TO ELECTRONIC RECEIPT OF ELECTRONIC CONSUMER DISCLOSURES document; and
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- Until or unless I notify Wisconsin Milwaukee County as described above, I consent to receive from exclusively through electronic means all notices, disclosures, authorizations, acknowledgements, and other documents that are required to be provided or made available to me by Wisconsin Milwaukee County during the course of my relationship with you.

TG Analytical Laboratories
N1022 Quality Drive
Greenville, WI 54942



Hahn's Water Well Pump Service
1366 E Sumner St (PMB 201)
Hartford, WI 53027

Water Analysis Report

Reason/Sample ID:		Date of Sample Collection:	Jun 27, 2022
Owner/Facility:	UW MADISON EX. MILWAUKEE COUNTY	Time of Sample Collection:	2:20 PM
Address:	8483 W COUNTY LINE RD	Date Received:	Jun 28, 2022
City, State, Zip:	MILWAUKEE, WI 53223	Report Date:	Jun 29, 2022
Reason for Test:	PumpWork	Collected By:	HAHN
Lab Sample ID:	20225173	Sample Location:	Pressure Tank Tap

Test	Result	Interpretation	LOD/LOQ (cfu)	Method	Test Date	Analyst
Coliform	Absent	"SAFE"	N/A	SM9223B	Jun 29, 2022	MN
E. Coli	Absent					

Coliform bacteria are bacteria that are naturally present in the environment and used as an indicator that other, potentially harmful bacteria may be present. E. coli are bacteria whose presence indicates that water may be contaminated by human or animal wastes. Microbes in these wastes can cause short term effects, such as diarrhea, cramps, nausea, headaches, or other symptoms.

Test	Result	Interpretation	LOD/LOQ (mg/L)	Method	Test Date	Analyst
Nitrate	ND	"SAFE"	0.08/0.267	EPA300.0	Jun 28, 2022	DS
MCL: 10 mg/L		Data Qualifier: A		Dilution Factor: 1		

Infants below the age of six months who drink water containing nitrate in excess of the MCL could become seriously ill and, if untreated, may die. Symptoms include shortness of breath and baby blue syndrome. Sources of nitrate include runoff from fertilizer, leaking from septic tanks, sewage, and erosion of natural deposits.

Test	Result	Interpretation	LOD/LOQ (ug/L)	Method	Test Date	Analyst
Arsenic	5 ug/L	"SAFE"	0.74/2.46	SM3113B	Jun 29, 2022	MN
MCL: 10 ug/L		Data Qualifier: A		Dilution Factor: 1		

Consumption of water with arsenic levels exceeding the MCL may cause skin damage, problems with the circulatory system, and an increased risk of cancer. Some of the main sources of arsenic include erosion of natural deposits, runoff from orchards, and runoff from glass & electronic production waste water.

Sample ID: 20225173

List of Abbreviations:

LOD = Limit of Detection
LOQ = Limit of Quantification
MCL = Maximum Contaminant Level
ND = Non-Detectable, Result less than the LOD
[..] = Result between LOD and LOQ
1 mg/L = 1 part per million (ppm)
1 ug/L = 1 part per billion (ppb)

The information above was obtained from the Environmental Protection Agency's internet web page: epa.gov.

'SAFE' and 'UNSAFE' interpretations are based on EPA CFR-2010 Title 40 Vol 22 Sec 141.23. NO3/NO2 analysis compliant with NR812, not for SDWA compliance.
For sample results requiring adjustment for dilutions, the detection and quantitation limits have not been adjusted for the corresponding sample dilutions.

List of Data Qualifiers:

A=All QC Passed, B=method blank>LOD, C=chlorine present, D=sample between LOD and LOQ,
E=not enough sample, F=gross deficiencies in QC, G=spike or spike duplicate out of spec.,
H=a check standard out of spec., I=blank>LOD, J=ICV out of spec, K=sample exceeds holding time limit,
L=temperature not in range, M=sample container didn't meet requirements, N=blank>LOW,
O=holding time > 30 hours but <48 hours, P=sample <100mL for coliform analysis, Q=SD>20%, R=misc.
NC=Non-Certified

Documentation of this analysis will be maintained for six years then disposed of.

Notes:

Sample Received By: MN

Nitrate:

Arsenic:

Approved By:



Dan Schlenz, MWS

Lab Director

Lab #105-452

WDNR Certification: #445158340

WDATCP Certification: 142250-D3



EXHIBIT: KOHL PARK PREMISES

FIREFLY RIDGE



Legend

-  UW-Extension Community Gardens/Leased Lands
-  Milwaukee County Parks

RAINBOW PARK



Legend

-  UW-Extension Community Gardens/Leased Lands
-  Milwaukee County Parks



1,630 Square Feet

Legend



-  UW-Extension Community Gardens/Leased Lands
-  Milwaukee County Parks

EXHIBIT - FOREST HILL



9 Acres

FOREST HILL AVE

OAK RIDGE LN

BEAUMONT SWAY

GREEN VALLEY LN

LONG MEADOW DR

Legend



UW-Extension Community Gardens/Leased Lands



Milwaukee County Parks

Scientific Name	Common Name	
<i>Acer ginnala</i>	Amur maple	
<i>Acer platanoides</i>	Norway maple	
<i>Aegopodium podagraria</i>	Goutweed	
<i>Ailanthus altissima</i>	Tree of heaven	
<i>Alliaria petiolata</i>	Garlic mustard	
<i>Alnus glutinosa</i>	European alder	
<i>Ampelopsis brevipedunculata</i>	Porcelain berry	
<i>Anthriscus sylvestris</i>	Wild chervil	
<i>Arctium lappa</i>	Great burdock	
<i>Arctium minus</i>	Common burdock	
<i>Berberis thunbergii</i>	Japanese barberry	
<i>Brassica nigra</i>	Black mustard	
<i>Brassica rapa</i>	Field mustard	
<i>Bromus arvensis</i>	Field brome	
<i>Bromus inermis</i>	Smooth brome	
<i>Bromus tectorum</i>	Cheat grass	
<i>Bunias orientalis</i>	Hill mustard	
<i>Butomus umbellatus</i>	Flowering rush	
<i>Campanula rapunculoides</i>	Creeping bellflower	
<i>Carduus nutans</i>	Nodding thistle	
<i>Celastrus orbiculatus</i>	Oriental bittersweet	
<i>Centaurea stoebe</i>	Spotted knapweed	
<i>Chelidonium majus</i>	Greater celandine	
<i>Cirsium arvense</i>	Canada thistle	
<i>Clematis terniflora</i>	Autumn clematis	
<i>Conium maculatum</i>	Poison hemlock	
<i>Convallaria majalis</i>	Lily-of-the-valley	
<i>Convolvulus arvensis</i>	Field bindweed	
<i>Corydalis solida</i>	Bird-in-a-bush	
<i>Crataegus monogyna</i>	English Hawthorn	
<i>Digitalis lanata</i>	Grecian Foxglove	
<i>Dipsacus fullonum</i>	Common Teasel	
<i>Dipsacus laciniatus</i>	Cut-leaved teasel	
<i>Elaeagnus angustifolia</i>	Russian olive	
<i>Elaeagnus umbellata</i>	Autumn olive	
<i>Elymus repens</i>	Quackgrass	
<i>Epipactis helleborine</i>	Helleborine orchid	
<i>Eranthis hyemalis</i>	Winter aconite	
<i>Euonymus alatus</i>	Winged burning bush	
<i>Euonymus fortunei</i>	Fortune spindle	
<i>Euonymus europaeus</i>	European spindle tree	
<i>Euonymus obovatus</i>	Running strawberry	
<i>Euphorbia cyparissias</i>	Cypress spurge	

<i>Euphorbia virgata</i>	Leafy spurge	
<i>Fallopia japonica</i>	Japanese knotweed	
<i>Frangula alnus</i>	Glossy buckthorn	
<i>Fraxinus excelsior</i>	European ash	
<i>Galeopsis tetrahit</i>	Hemp nettle	
<i>Glechoma hederacea</i>	Creeping Charlie	
<i>Glyceria maxima</i>	Tall manna grass	
<i>Hemerocallis fulva</i>	Orange daylily	
<i>Heracleum mantegazzianum</i>	Giant hogweed	
<i>Hesperis matronalis</i>	Dame's rocket	
<i>Hypericum perforatum</i>	Common St. John's-wort	
<i>Iris pseudacorus</i>	Yellow iris	
<i>Lathyrus latifolius</i>	Everlasting pea	
<i>Leucanthemum vulgare</i>	Ox-eye daisy	
<i>Leymus arenarius</i>	Lyme grass	
<i>Ligustrum obtusifolium</i>	Border privet	
<i>Ligustrum vulgare</i>	European privet	
<i>Lonicera japonica</i>	Japanese honeysuckle	
<i>Lonicera maackii</i>	Amur honeysuckle	
<i>Lonicera morrowii</i>	Morrow's Honeysuckle	
<i>Lonicera tatarica</i>	Tartarian honeysuckle	
<i>Lonicera x bella</i>	Hybrid honeysuckle	
<i>Lotus corniculatus</i>	Bird's-foot trefoil	
<i>Lysimachia nummularia</i>	Moneywort	
<i>Lythrum salicaria</i>	Purple loosestrife	
<i>Melilotus albus</i>	White sweet clover	
<i>Melilotus officinalis</i>	Yellow sweet clover	
<i>Miscanthus sacchariflorus</i>	Japanese plume grass	
<i>Myosotis scorpioides</i>	Forget-me-not	
<i>Myriophyllum spicatum</i>	Eurasian water-milfoil	
<i>Nymphoides peltata</i>	Yellow floating heart	
<i>Ornithogalum umbellatum</i>	Star-of-Bethlehem	
<i>Pastinaca sativa</i>	Wild parsnip	
<i>Petasites japonicus</i>	Butterbur	
<i>Phalaris arundinacea</i>	Reed canary	
<i>Phellodendron amurense</i>	Amur cork tree	
<i>Phragmites australis</i>	Common reed	
<i>Pinus sylvestris</i>	Scotch pine	
<i>Potamogeton crispus</i>	Curly-leaf pondweed	
<i>Pyrus calleryana</i>	Callery pear	
<i>Ranunculus ficaria</i>	Lesser Celandine	
<i>Rhamnus cathartica</i>	Common buckthorn	
<i>Robinia pseudoacacia</i>	Black locust	
<i>Rosa multiflora</i>	Multiflora rose	
<i>Rubus caesius</i>	European dewberry	
<i>Saponaria officinalis</i>	Bouncing bet	
<i>Scilla luciliae</i>	Glory-of-the-snow	

<i>Scilla sibirica</i>	Siberian squill	
<i>Securigera varia</i>	Crown vetch	
<i>Solidago sempervirens</i>	Seaside goldenrod	
<i>Spiraea bumalda</i>	Japanese spiraea	
<i>Syringa reticulata</i>	Japanese tree lilac	
<i>Tanacetum vulgare</i>	Common tansy	
<i>Tilia cordata</i>	Little leaf linden	
<i>Torilis japonica</i>	Japanese hedge parsley	
<i>Tussilago farfara</i>	Colt's foot	
<i>Typha angustifolia</i>	Narrow-leaf cattail	
<i>Typha x glauca</i>	Cattail hybrid	
<i>Ulmus pumila</i>	Siberian elm	
<i>Valeriana officinalis</i>	Garden valerian	
<i>Viburnum lantana</i>	Wayfaring tree	
<i>Viola odorata</i>	Sweet violet	

Extension Milwaukee County

University of Wisconsin-Madison

Types of Garden Plots

Annual Plots

Most plots are annual rentals available for the summer season from about May 25 to the 3rd Sunday in October. These plots are tilled and staked by the staff of the Cooperative Extension Urban Agriculture Program. You can keep the same plot from one season to the next if you renew your rental by **April 1st**.

“Permanent” Plots

“Permanent” garden plots are available in some locations to allow gardeners to grow perennial fruits and vegetables such as raspberries, rhubarb, strawberries, and asparagus. “Permanent” plots also afford gardeners an opportunity to grow early and late-season vegetables such as spinach and collards. These plots are rented from January through December. Gardeners are responsible for tilling and maintaining their plots. Tall structures and trees are not allowed. Plots should look tidy in winter. You can keep the same plot from one season to the next if you renew your rental by April 1st. To be eligible for our limited number of “permanent” gardens, you must have gardened successfully with us for at least one year.

Plot Sizes and Fees

Plot sizes range from approx. 200 ft. sq. up to 10,000 ft. sq. To help defray the costs of tilling, staking, providing water, and administration, gardeners pay nominal rental fees. No refunds are given. Insufficient funds fees (NSF) will be passed on and a \$ 25.00 fee assessed + cost of the plot. Please see our **[Garden Rental Main Page](#)** for current pricing information. Once you are ready to get a garden plot fill out our **[New Plot Request Form](#)**.

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