

**McGovern Park Mixed-Use Senior Center Development**  
**Ground Lease Agreement Term Sheet v4**  
**5.19.25**

The purpose of this Term Sheet is to outline critical factors that will be included in the Ground Lease Agreement for a portion of McGovern Park (the “Park”) in the City of Milwaukee, WI between Milwaukee County Parks (“County” and “Landlord”) and Jewish Family Services and its assigns (“JFS”) collectively the “Parties”. The Term Sheet will be used to (a) produce the report, resolution and other information needed to report to the Milwaukee County Board of Supervisors for action; and (b) produce the final agreements for execution by the parties, and consequently the final documents if the Lease is executed.

1. **New Building** – JFS will construct a new mixed-use building in the Park to include a new Milwaukee County Senior and/or Community Center. The creation of a new Senior and/or Community Center space is to be developed in support of the MKE Hubs proposal to reinvigorate Milwaukee County senior centers.
2. **Premises** – JFS will lease a portion of the Park that is necessary for New Building construction and other Capital Improvements, as herein defined. The Parties acknowledge that the Premises as described in Exhibit A – Premises is in general a 5.5 acre section of the South East area of McGovern Park. The parties acknowledge that the New Building and site plan are conceptual and that the Premises may be reduced by mutual agreement but at no time will the area of the Premises exceed 5.5 acres. In order for JFS to be allowed to construct the New Building, the City of Milwaukee must either rezone the Premises or the City of Milwaukee Board of Zoning Appeal must grant a variance.
3. **Capital Improvements** – In addition to the New Building, there will be capital improvements that will be constructed in the Park that benefit the public and support the New Building. JFS will fund and construct the following Capital Improvements -
  - a. New parking lot to serve the New Building and Senior and/or Community Center and for public access to the Park, to replace the existing parking lot.
  - b. New access driveway from Custer Street.
  - c. New and repaved walking paths in the Premises.
  - d. New Park lighting in the new parking lot, along pathways, but limited only to those light fixtures serving the New Building and Premises.
  - e. Security cameras and other public safety infrastructure.
  - f. Demolition of the existing Senior Center building and site restoration.

The following Capital Improvements are desired by the Parties but JFS is under no obligation to fund their construction. The construction of the following Capital Improvements will be contingent on additional funding allocated to the project.

- a. New public transit shelter
  - b. Recreational improvements to the park.
  - c. New pathways in the general area of the New Building outside of the Premises.
4. **Lease Term** – JFS will enter into a new Ground Lease Agreement for the Premises in the Park. The Lease will be for an initial term of 60 (sixty) years. Provided that JFS (i) is not then in default under the Lease, and (ii) is maintaining and managing the New Building, Premises, and Grounds as required, JFS and County shall have the mutual option to extend the Initial Term of the Lease for 3 (three) additional 10 (ten) year periods and one additional 9 (nine) year period, for a total maximum lease of 99 years. JFS shall exercise these options, if at all, by giving the County written notice of its desire to extend the Lease not later than 365 (three hundred sixty-five) days prior to the expiration of the term.
5. **Ownership** – JFS will own the New Building, parking lot, access drive to the parking lot, lighting within the parking lot, storm sewer and other infrastructure appurtenant to the New Building and parking lot, and security cameras, lighting, and any infrastructure installed on the New Building or within the parking lot. Milwaukee County will own all other Capital Improvements.
6. **Rent** – JFS shall pay County \$1 in rent for the Ground Lease.
7. **Use**
  - a. **Permitted Use, Building Lease Agreement** – Milwaukee County shall occupy space within the New Building and Premises for a Senior and/or Community Center subject to a separate Building Lease Agreement. The New Building will also include between 30 and 55 private residential units targeted to low-income senior (55 years and older) residents. These are the only Permitted Uses in the New Building subject to the Ground Lease, any changes to the Permitted Use will require written consent by the Executive Director of Milwaukee County Parks Department and approval by the Milwaukee County Board of Supervisors.
  - b. **Continuous Operation** - JFS agrees to cause the Senior and/or Community Center to be continuously operated throughout the Ground Lease Term.
  - c. **Compliance with Laws** – JFS shall, at JFS's expense, promptly comply with all laws, rules, and regulations made by any governmental authority having jurisdiction over JFS's use of the Premises.

- d. **Noise, Light, and General Welfare** – JFS shall not permit the use of the New Building in any manner that creates or maintains any noise, sound, light, or nuisance in violation of the County’s rules or any noise or light ordinance of the City of Milwaukee. Further, the Parties agree that the location of the New Building adjacent to Milwaukee County Parks natural areas requires careful planning for infrastructure type, location, and operation. Subject to Milwaukee County approval, JFS will develop a lighting plan for the New Building and Capital Improvements that minimizes environmental impacts.
- e. **Parking** – JFS’s tenants, employees, visitors, customers and invitees shall have the right to use parking spaces in the new parking lot. Tenants of the New Building shall have the right to store their vehicles overnight in the parking lot. Tenant shall not permit other vehicles to be abandoned or otherwise stored in the parking areas.
- f. **Hours of Operation** - The Parties acknowledge and understand that pursuant to Section 47.27 of the Milwaukee County Code of General Ordinances, the County has the authority to adjust the hours of operation of County parks, including the Park, in the County’s reasonable discretion, and nothing in this Term Sheet is intended to limit or abrogate such authority; provided, however, JFS, its employees, clients, tenants, invited visitors, contractors, and service providers shall have access to the Premises at all times.
- g. **Public Use** - JFS and County recognize that public use of the Park is mutually desirable. The New Building and Capital Improvements in the Park shall at all times be subject to the requirements and restrictions in Milwaukee County General Ordinances Sections 47.02 and 47.16, and to all other rules, regulations, policies, and procedures applicable to properties and space owned by the County, not covered by this Term Sheet and open for general use by the public. County further represents it will use its best effort to promptly respond and enforce reported violations of the above-referenced ordinances, policies, procedures, rules and regulations.
- h. **Use Requirements for Housing** - Housing units within the New Building will be made available to low-income residents subject to guidelines and restrictions to be provided by Milwaukee County Department of Health and Human Services – Housing Division.

## 8. **Construction of Improvements**

- a. The Parties acknowledge that the design of the New Building and Capital Improvements are conceptual as of the date of this Term Sheet. Closing on the Ground Lease Agreement will be contingent on the execution of a Development Agreement, or an Option to Develop Agreement, which will,

among other things, outline the design considerations and requirements of Milwaukee County as well as a process for construction plan approval. That Development Agreement will include at a minimum –

- i. A good faith effort to adhere to Milwaukee County’s Sustainable Design Standards.
  - ii. An affirmative commitment to reducing bird strikes on windows using such techniques as ceramic frit glass, etched glass, and window decals.
  - iii. A plan to replace and relocate every tree that is adversely impacted by the project in a location and manner to be determined by the County.
- b. Prior to commencing construction on the New Building, JFS shall have obtained or have readily available through a line of credit or fundraising commitments or otherwise an amount of not less than one hundred percent (100%) of the estimated cost of construction of the New Building, Capital Improvements and associated infrastructure, and of demolition of the existing Senior Center Building. All costs associated with the demolition, construction and operation of the new improvements, including hookup of utilities and any and all utility charges are the responsibility of JFS.
- c. Prior to the start of any demolition or construction activities, including any subsequent alterations, renovations or improvements to the Park requiring County approval, JFS shall submit all detailed demolition or construction plans and specifications, including stormwater management plans, and any revisions thereto, to County and to the Architecture and Engineering Division of the Milwaukee County Department Of Administrative Services, together with the name of JFS’s proposed contractor(s), for review and approval. It is expressly understood that County or the Architecture and Engineering Division cannot and will not approve any revisions that, in their reasonable opinion, are not consistent with County Board approvals, zoning, or are not consistent with the conceptual design, plans and specifications submitted by JFS.
- d. Conditions for approval shall include, but not be limited to provision that: (1) JFS shall obtain, prior to commencing any demolition, alterations, additions and improvements, all necessary permits and licenses from the appropriate governmental authorities; and (2) JFS shall commence demolition or construction of said improvements described in the approved plans and specifications as soon as reasonably practicable following County's approval and shall have a period of twenty-four (24) months or other period of time mutually agreed upon by JFS and County, thereafter to complete the New Building (subject to extension by reason of force majeure delay).

- e. JFS shall, at all times, obtain a Right-of-Entry (“ROE”) Permit from County before performing any ground disturbing activities in any part of the Park. JFS’s application for an ROE shall be reviewed and approved by County prior to commencing any ground disturbing activities. The ROE can be obtained at the Milwaukee County Dept. of Parks, Recreation and Culture, 9480 Watertown Plank Rd. Wauwatosa, WI 53226. County approval of the ROE shall not be unreasonably withheld.
- f. JFS will use reasonable efforts to cause its contractors performing services for the construction of the New Building to establish Targeted Business Enterprise (“TBE”) participation goals of twenty-five percent (25%) for construction and seventeen (17%) professional services and to use good faith efforts to achieve these goals. The Milwaukee County Office of Economic Inclusion shall assist JFS in soliciting potential TBE vendors, and monitor such goal attainment.

## **9. Maintenance and Improvements**

- a. **Building Maintenance** – JFS is responsible for operating and maintaining all aspects of the New Building. Milwaukee County will not be responsible for any building operations and maintenance or improvement but for those requirements that are specifically defined in the Building Lease Agreement for the Senior and/or Community Center. Throughout the Term of the Ground Lease Agreement, JFS, at its sole cost and expense, shall take good care of the New Building and Premises, including, without limitation, all improvements now existing or hereafter erected thereon (including, without limitation, JFS’s improvements and all infrastructure, building systems, sidewalks and paved areas, exterior lighting, street fixtures, utility lines and facilities, drainage lines and facilities, and all other equipment and appurtenances used in the functioning of the Premises or any portion thereof), and shall keep the same in good order, condition and repair.
- b. **Grounds Maintenance** – JFS is responsible for operating and maintaining the grounds surrounding the leased Premises in a state of cleanliness and repair as defined by Milwaukee County, the “Maintenance Area”. JFS shall pay for and make all necessary repairs and replacements structural or otherwise, to any structures or other improvements it erects in and on the Maintenance Area but for those items that are specifically defined as the responsibility of Milwaukee County in the Building Lease Agreement.
- c. **Parking Lot Maintenance** – JFS is responsible for operating and maintaining all aspects of the parking lot serving the residential units within the New Building including without limitation the access driveway, pathways, stormwater infrastructure, lighting, security cameras, and any other infrastructure installed within the Maintenance Area. JFS shall pay for and

make all necessary repairs and replacements to the parking lot and infrastructure within the Maintenance Area but for those items that are specifically defined as the responsibility of Milwaukee County in the Building Lease Agreement. Subject to the Building Lease Agreement for the Senior and/or Community Center space, the parties will negotiate future maintenance and operations of those areas of the parking lot serving the Senior and/or Community Center and general public use. Milwaukee County Parks will have no obligations to parking lot operations.

- d. **Garbage** – JFS is responsible for the collection and disposal of all municipal solid waste (trash) and recycling associated with its activities on the Leased Premises and Maintenance Area. JFS will establish a recycling program to reduce landfill waste. Milwaukee County Policy, attached as Exhibit B – Single Use Plastic Policy, is to reduce and eliminate single-use plastic products and polystyrene foam on property owned, operated, or supported by the County. Under this policy, JFS shall make good faith efforts to choose reusable, recyclable, or compostable products. JFS shall contract with a commercial waste service and place municipal solid waste and recycling containers in a location to be mutually agreed upon by the Parties.
- e. **Landscaping** – JFS is responsible for maintaining all landscaping within the Premises and keeping the same in good repair, including, but not limited to, mowing, weed trimming, snow removal, graffiti removal, and removal of all trash, litter, and garbage. JFS is responsible for maintaining all landscaping within the Maintenance Area boundaries and keeping the same in good repair, including, but not limited to, mowing, weed trimming, snow removal, graffiti removal, and removal of all trash, litter and garbage. If a stormwater basin is needed to manage stormwater on site, JFS is responsible for maintaining all landscaping within the stormwater basin and keeping the same in good repair, including, but not limited to, mowing, weed trimming, graffiti removal, and removal of all trash, litter, and garbage.
- f. **Stormwater Management** - Allowing pollutants to directly or indirectly enter the storm sewer system and the Park lagoon is prohibited. JFS shall take all measures necessary to prevent pollutants from entering the lagoon or streams in the Park and shall be responsible for the maintenance of any stormwater infrastructure within the Premises and Maintenance Area. County must approve of a stormwater management plan as part of the submittals described in Section 8(c).
- g. **Timeliness of Repairs** – JFS shall perform its obligations to repair and maintain the New Building, Capital Improvements, and any infrastructure contemplated in this agreement promptly after learning of the need for such repairs, but in any event within thirty (30) days of the occurrence or notice provided to JFS. If JFS fails to make such repairs for which it is obligated

within thirty (30) days after receiving notice (except when the repairs require more than thirty (30) days for performance and JFS commences the repair within thirty (30) days and diligently pursues the repair to completion), and such failure constitutes a health or safety hazard to the public, or has the potential to cause further damage to the Premises and Maintenance Area, then the County shall have the right, upon written notice to JFS, to make the repair with its own staff or contract with a third party to make the repair, and charge all reasonable costs associated with making the repair to JFS (including salary and benefits if done with County's own staff).

- h. **Maintenance Reserve Fund** – JFS shall establish and manage a Maintenance Reserve Fund (“Fund”) for maintenance of the New Building and Grounds.
  - i. **Fees** – JFS shall not levy any additional fees to the County, through the Building Lease or otherwise, to fund its maintenance, repair, and improvement obligations, including without limitation the Maintenance Reserve Fund.
  - j. **Alterations** – JFS is permitted to make alterations, renovations and improvements to the New Building during the Term. Such alterations, renovations and improvements shall be mutually agreed upon between the Parties prior to commencement of any alteration, renovation or improvement and will become the property of JFS. No structures may be installed on the Premises without the consent of the County.
  - k. **Prior Approval** - Any alteration, renovation or improvement contemplated in the Lease to the Premises shall require prior written approval of the Executive Director of Milwaukee County Parks Department, design and construction approvals from the Milwaukee County Division of Architecture and Engineering Services, and evidence JFS has obtained the necessary funds in an amount not less than one hundred percent (100%) of the estimated cost of the proposed renovations or improvements before commencing any construction activities on the Premises.
10. **Security** – Unarmed security personnel are permitted within the Premises, New Building, and Maintenance Area for the purposes of general observation and supporting public safety. JFS shall be solely responsible for and assume all risks related to JFS's use of security personnel.
11. **Annual Report** – By June 1 of each year, JFS shall submit a written report to the County listing a description of the number and types of activities provided at the New Building in the prior year; the number and demographic information of the participants served by each of its activities; and, if applicable, the focus and types of any new activities planned at the New Building. In addition, at 5-year intervals

during the Term of the Lease, JFS will prepare a written report to the Milwaukee County Board of Supervisors providing the same information as contained in the annual reports from JFS to County.

12. **Utilities** – JFS shall pay any and all expenses for utilities serving the New Building but for those expenses that are specifically defined as the responsibility of Milwaukee County in the Building Lease Agreement. Any costs related to the installation, service and maintenance of Utilities shall be the responsibility of JFS. JFS shall have the right to enter into reasonable agreements with utility companies as are required in order to service the New Building, easements related to utility infrastructure shall require approval by the County. JFS shall obtain a Right-of-Entry permit from County before construction of any utilities.
13. **Termination** - The Lease may be terminated only for cause. Either party may terminate for cause upon 30 days' written notice. However, prior to termination for cause, either party will be afforded 90 days in which to cure the alleged breach after having been notified of such breach; provided, however, that if the breaching party is diligently pursuing a cure, the breaching party will have such additional time as is reasonably necessary to effect a cure.
14. **Non-discrimination** - JFS will certify that it will not discriminate against any employee or applicant for employment because of race, color, sexual orientation, national origin, age, sex, religion, 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.
15. **Signage** - JFS shall have the right to place external signage on the New Building. In addition, JFS will have the right to place a large identifying sign(s) for the main access point(s) to the New Building at the street entrance(s). JFS will work with County Parks regarding the design of the identifying sign(s) and potential wayfinding signs in the park. JFS shall not allow or issue naming rights to any portion of the Building without County's written consent. If approval is granted, no agreements entered into by JFS with any third party relating to naming rights shall extend beyond the term of the Ground Lease. JFS will work with County regarding the design of the identifying sign(s). JFS must obtain a Right of Entry Permit from the County prior to installation of any external signage covered by this paragraph and all such external signage must be approved by the County prior to placement which approval shall not be unreasonably withheld.



- 16. Approval of new ownership** – If, after the parties sign the Ground Lease, pursuant to the terms of the Ground Lease, JFS decides to, or is forced to, sell the New Building, Milwaukee County will have a right to approve the buyer of the improvements and the assignment of the Ground Lease to the new buyer.
- 17. Mortgage** – JFS is hereby given the right to grant a mortgage encumbering JFS's leasehold interest in the Premises and JFS's interest in the New Building. County will execute any rider or joinder to any leasehold mortgage required by JFS's mortgagee, which rider or joinder may provide 1) additional rights of notice to mortgagee, 2) the right to cure JFS defaults and extended periods to do so, 3) consent to assignment of the Lease to a mortgagee or successor in the event of a foreclosure of the mortgagee, provided that mortgagee agrees to be bound by the terms of the Lease, and 4) such other terms as may be reasonably required by JFS's mortgagee, provided that the mortgage does not extend beyond the Term of the Lease and provided that Milwaukee County shall not be required to subordinate its fee simple interest in the Premises to the mortgagee or any successor. The Lease, the leasehold estate created thereby, and the rights of JFS hereunder shall always be superior to the lien of any encumbrances which may affect the Leased Premises. County agrees that it will place no mortgage or other lien or encumbrance upon the Premises. Any lien or encumbrance made or placed upon the Premises shall automatically be subject and subordinate to the Lease, the leasehold estate created hereby and the rights of Tenant hereunder.
- 18. Indemnification** - JFS agrees to the fullest extent permitted by law, to indemnify, defend and hold harmless, the County and its agents, officers and employees, from and against all loss or expense including costs and attorney's fees by reason of liability for damages including suits at law or in equity, caused by any wrongful, intentional, or negligent act or omission of JFS or its agents which may arise out of or are connected with the activities covered by the Ground Lease Agreement.
- 19. Environmental Indemnification** – JFS 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 Park by JFS, or its agents. JFS 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.

20. **Insurance** - During the term of the Ground Lease Agreement, JFS will keep in full force and effect a policy of comprehensive general public liability insurance covering its liability and protecting Milwaukee County, its employees, agents, or officers, from any and all claims.
21. **Casualty** – If the New Building is damaged or destroyed by fire or other casualty JFS may, at its option, either 1) rebuild, restore, and/or repair the New Building, or 2) remove the damaged portions of the New Building. In any event, JFS shall be entitled to receive the entire insurance proceeds payable as a result of any damage to the New Building occurring during the Term of the Lease.
22. **Compliance with ADA** - JFS shall, at JFS's expense, promptly comply with all laws, rules, and regulations made by any governmental authority having jurisdiction over Tenant's use of the Leased Premises pertaining to: (a) accessibility, ensuring that the Leased Premises and environs are fully accessible pursuant to the American with Disabilities Act of 1990 and the Architectural Barriers Act of 1968 and such accessibility is approved by Milwaukee County; and (b) JFS's activities on the Leased Premises.
23. **Nonbinding** - This term sheet does not constitute a binding contract, and the parties do not intend to be legally bound unless and until a definitive Lease Agreement and related documents have been executed by both parties. If approved by the County Board and County Executive, final documents will be prepared.

## Exhibit A – Premises

## Exhibit B – Single Use Plastic Policy

### **Reducing Single-Use Plastics Products and Polystyrene Foam**

#### DEFINITIONS

"Compostable" means a material can fully biodegrade in a commercial compost facility. Compostable materials include but are not limited to paper and certified compostable plastics that meet the American Society for Testing and Materials (ASTM) standard specifications for compostable plastics D6400 or biodegradable plastics D6868.

"Polystyrene" means a thermoplastic petrochemical material using the styrene monomer, including but not limited to rigid polystyrene or expanded polystyrene (Styrofoam™ and similar products).

"Recyclable" means a material is accepted by a recycling collection program in Milwaukee County and thus can be sorted, cleaned, and reconstituted into new products. Recycling does NOT include burning, incinerating, converting, or otherwise thermally destroying solid waste.

"Single-use plastic product" means a product that is made wholly or partly from plastic and that is NOT designed to be reused, composted, or recycled. Plastic products that are NOT marked with #1, #2, or #5 are nonrecyclable and thus single use.

#### POLICY

Pursuant to File 20-147<sup>1</sup>, Milwaukee County policy is to reduce and eliminate single-use plastic products and polystyrene foam (Styrofoam™ and similar products) on property owned, operated, or supported by the County. Under this contract, Vendor shall make good faith efforts to choose reusable, recyclable, or compostable products. Accordingly, Vendor shall not use, distribute, or sell the following items whenever possible:

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<sup>1</sup> <https://milwaukeecounty.legistar.com/LegislationDetail.aspx?ID=4328769&GUID=DCE60A0E-CE24-47C1-982A-D8A1796FF954>

- Balloons and confetti, whether made with rubber, latex, foil, nylon, mylar, paper or other material
- Single-use plastic straws and stirrers
- Single-use plastic clamshells and to-go containers
- Single-use plastic-lined cups and bowls
- Single-use plastic-wrapped condiments, sauces, and seasonings
- Single-use plastic shopping bags
- Plastic-wrapped giveaways
- Polystyrene food service ware
- Polystyrene coolers
- Polystyrene egg cartons, and produce and meat trays

Note: Packaging and medical supplies are excluded from this policy.