



## COUNTY FACILITIES PLANNING WORK INITIATION REQUEST FORM

*Please complete a form for each new proposal review request.*

Work Proposal Name:

Date of Request:

Requesting Department:

Department Contact Name:

High Org:

Low Org:

Approval Signature of Department Head:

### DESCRIPTION

Please provide a detailed description of the request:

How will this proposal improve your operations, enhance customer service or otherwise benefit your department and the County?

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

Desired Timeline:

Begin Date:

End Date:

Duration:

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

Operating Budget:

Capital Budget:

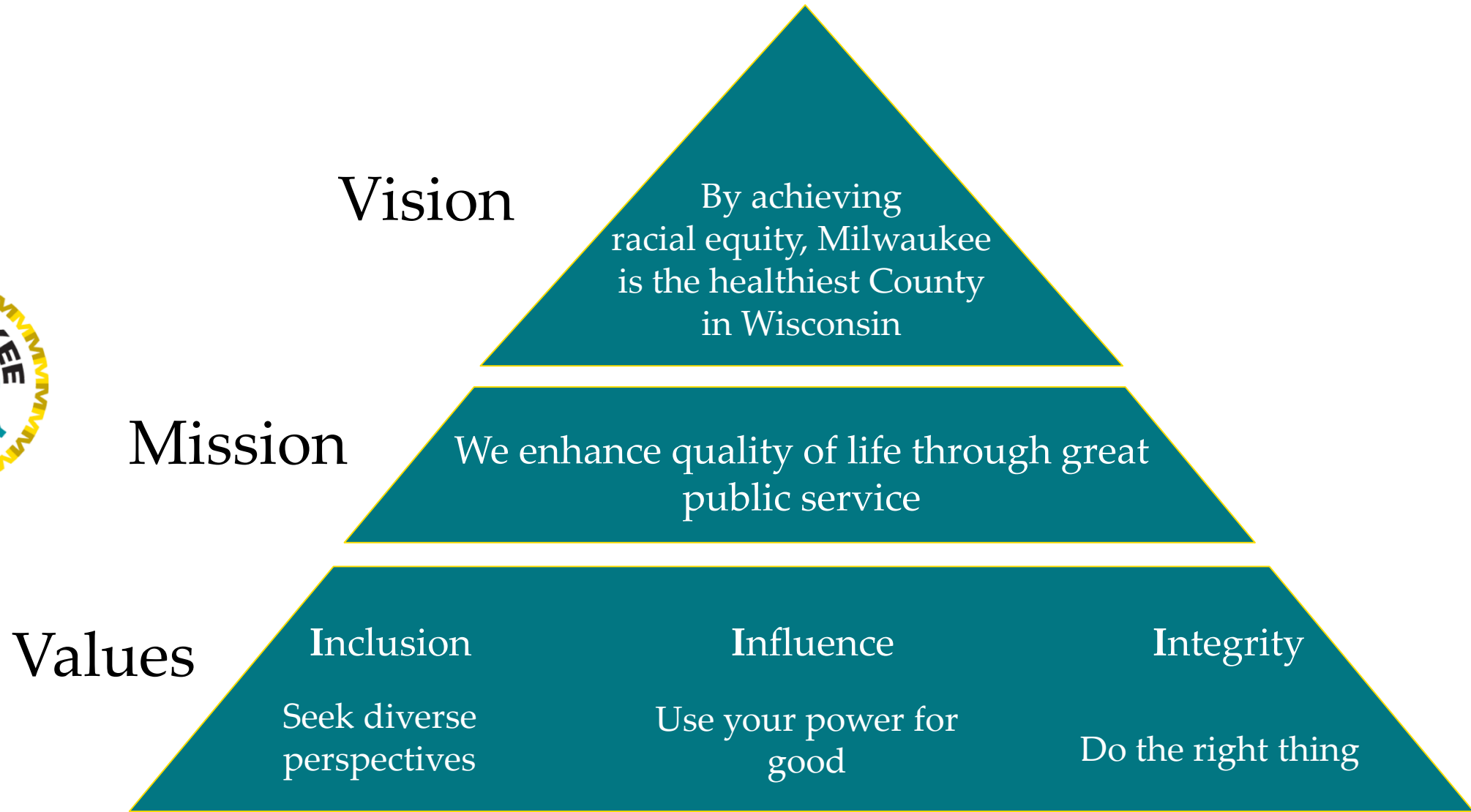
Other *(i.e. grants, donations, etc.; please describe):*

Request Involves:

Parks Property

BHD Property

# The Basics



# 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. Contractural 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:*

- Easements affecting lands zoned "Parks" require County Board approval.*
- 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*

## COMMERCIAL LEASE

**THIS LEASE** (this “Lease”) is entered into on \_\_\_\_\_ by and between Milwaukee County, a governmental subdivision of the State of Wisconsin (“Landlord”), and Friedens Community Ministries, Inc. (“Tenant”). Landlord and Tenant each shall be referred to under this Lease as a “Party,” and together they shall be referred to as the “Parties.”

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Landlord and Tenant hereby agree as follows:

1. **DEMISE AND TERM.** Landlord leases the Premises to Tenant and Tenant leases from Landlord the Premises subject to the provisions of this Lease. The Term of this Lease shall commence on the Commencement Date and shall continue through the termination date of the Initial Term or the expiration of any properly exercised Renewal Term, as applicable, unless adjusted or sooner terminated as provided herein. Each Party will, at the request of the other, execute and deliver an instrument confirming the actual Commencement Date and the termination date of the then-current Term.

2. **BASIC TERMS.** The following terms when used in this Lease shall have the meaning set forth in this section unless specifically modified by other provisions of this Lease:

2.1 **Building.** The real property located at 1615 S. 22<sup>nd</sup> Street, Milwaukee, WI 53204, consisting of the land and other improvements and facilities appurtenant thereto.

2.2 **Premises.** The portion of the Building consisting of approximately 5,984 square feet of space as shown on the floor plan attached hereto as Exhibit A. For purposes of this Lease, Tenant accepts the number of square feet indicated above regardless of whether measurement of the Premises may yield a different number of square feet.

2.3 **Common Areas.** All areas and improvements in the Building and surrounding environs, which are not leased or held for lease to tenants, or utilized exclusively by the Landlord.

2.4 **Lease Year.** The first Lease Year shall mean the period beginning on the Commencement Date and expiring on the last day of the twelfth (12<sup>th</sup>) full calendar month after the Rent Commencement Date. Each Lease Year thereafter shall refer to the following twelve (12) full calendar month period.

2.5 **Term.** A term of five (5) Lease Years (the “Initial Term”) beginning on the Commencement Date and terminating at 11:59 P.M. on the last day of the fifth Lease Year. Provided (1) If Tenant is not then in default under this Lease beyond any applicable notice and cure periods and (2) the original Tenant that has executed this Lease or another Party pursuant to an approved assignment continues to be in full possession and operation of the Premises, both requirements being met as of the date of the exercise of the Renewal Option and as of the Renewal Term Commencement Date (both as defined below), then Tenant may extend the term of this Lease

for two (2) additional consecutive five-year (5) periods (a “Renewal Term”) commencing on the first day following the expiration of the Initial Term (the “Renewal Term Commencement Date”). The Renewal Option is exercisable only by Tenant giving Landlord written notice (the “Renewal Notice”) of Tenant’s exercise of the Renewal Option not later than One Hundred and Eighty (180) days prior to the expiration of the Initial Term and Landlord accepting the Tenant’s Renewal Option. The Parties agree that further negotiation regarding the terms and conditions, including rent, may be appropriate when a Renewal Option is exercised by Tenant.

2.6 Commencement Date. This Lease shall commence on the date that it is signed by both parties.

2.7 Original Lease Termination Date. The Original Lease shall terminate upon the Commencement Date.

2.8 Rent Commencement Date. If the Commencement Date occurs on any day other than the first (1<sup>st</sup>) of a month, then Rent shall commence upon the first (1<sup>st</sup>) of the first full month following the Commencement Date.

2.9 Landlord and Tenant Work and/or Improvements. The Parties agree there is no outstanding work or improvement required by either party under this Lease.

2.10 Exhibits.

- A – Floor Plan
- B – Landlord’s Work
- C – Tenant Handbook
- D – Building Rules
- E – Lease Repair and Maintenance Matrix

3. RENT. Tenant will pay to Landlord, without prior demand or notice, at Landlord’s address set forth in Section 2.10 or such other place designated by Landlord. The Rent for the Premises consisting of Rent set forth in Section 21 and any other payments due under this Lease.

3.1 Rent. Commencing on the Rent Commencement Date, Tenant shall pay to Landlord Rent in the amount of \$15,000.00 per year for the Initial Term, payable in advance in equal installments of \$1,250.00 per month commencing on the Rent Commencement Date and continuing on the first day of each and every month thereafter throughout the Term as set forth in Section 3 below.

### 3.2 Interest and Penalties.

- A. Interest: Unless waived by the County Board of Supervisors, Tenant is responsible for payment of interest on amounts not remitted in accordance with this Agreement. The rate of interest shall be the statutory rate in effect for delinquent County property taxes (one-percent (1%) per month or fraction of a month) as described in Wisconsin statutes section 74.47(1). The obligation for payment and calculation thereof shall commence upon the day following the due dates established herein.
- B. Penalty: In addition to the interest described above, Tenant may be responsible for payment of penalty on amounts not remitted in accordance with this Agreement, as may be determined by County. The penalty shall be the statutory rate in effect for delinquent County property taxes (.5% per month, or fraction of a month) as described in Milwaukee County ordinance section 6.06(1) and Wisconsin statutes section 74.47(2). The obligation for payment and calculation thereof shall commence upon the day following the due dates established herein.
- C. Audit Results: If, as a result of an audit, additional amounts are disclosed to be due and owing to the County, interest and penalty shall be calculated thereon in accordance with the above method. Tenant shall remit to the County any additional amounts identified due and owing for the audit including interest and penalty thereon within thirty (30) days following receipt of the audit report by the County.
- D. Non-exclusivity: This provision permitting collection of interest and penalty by the County on delinquent payments is not to be considered the County's exclusive remedy for Tenant's default or breach with respect to delinquent payment. The exercise of this remedy is not a waiver by the County of any other remedy permitted under this Agreement, including but not limited to termination of this Agreement.

4. SECURITY DEPOSIT. The Parties agree there is no security deposit due from Tenant to Landlord.

5. PARKING. Included in Rent.

6. CONDITION OF PREMISES. The taking possession of Premises on the Commencement Date by Tenant shall constitute an acknowledgement by Tenant that, other than with respect to latent defects Premises are in good condition, the Landlord's Work is complete, and the Landlord has provided all materials and necessary items under this Lease for the Tenant to take possession.

7. USE. Tenant shall operate the Premises in connection with services Tenant provides to the community and for such other legal ancillary uses as may be necessary in connection with or incidental to such uses and, in each case, subject to all zoning and building ordinances and regulations, covenants, restrictions, easements and all other matters of record relating to the Building, and all applicable laws. Any other change in use requires Landlord approval, which shall not be unreasonably withheld, conditioned, or delayed. Except as otherwise expressly noted herein, Tenant shall be solely responsible for securing all necessary and appropriate permits, licenses and approvals from all governmental authorities having jurisdiction

for the use of the Premises. Tenant shall not do or permit anything to be done in or about the Premises which in any way will obstruct or interfere with the rights of any other occupants of the Building or use or allow the Premises to be used for any improper, immoral, unlawful, or objectionable purpose or which could injure the reputation of the Building or otherwise violate any recorded covenant or restriction affecting the Building. Tenant shall not cause or maintain or permit any nuisance or commit or suffer the commission of any waste in, on or about the Building. Tenant shall not place a load upon any floor of the Premises which exceeds the floor load per square foot which such floor was designed to carry. Tenant shall have access and use of the loading dock for deliveries, provided the deliveries are completed and the dock is made available to the Landlord in a timely manner. Tenant agrees that all loading and unloading of goods shall be made at such places as are designated by Landlord and all loading and unloading operations shall be conducted so as not to obstruct or hinder the operation of the businesses of the other users. The Premises may be open to the public and Tenant's customers and invitees only during normal business hours, which are currently 8 AM – 5 PM. Changes to business hours must be approved in writing, by the Landlord and such approval shall not be unreasonably withheld.

8. PUBLIC BENEFIT REPORTS. Tenant shall provide Landlord with a monthly report on the number of visitors to the pantry. Annually, by March 31, Tenant shall provide a report to Landlord for the previous year listing the number and demographic information of the participants served and community activities and/or programming provided. Additional data may be requested by the Landlord, which will be mutually agreed to.

9. COMPLIANCE WITH LAWS AND BUILDING RULES. Tenant shall, at its sole cost and expense, promptly comply with all laws, judgments, codes, orders, statutes, ordinances, directives, permits, licenses, and governmental rules, regulations, or requirements now or hereafter in force and with any recorded covenants or restrictions affecting the Premises. If Tenant installs any electrical equipment that overloads the electrical lines in the Premises, Tenant shall, at its own expense, make such changes as may be necessary to comply with the requirements of insurance underwriters and governmental authority having jurisdiction. Tenant shall also observe and comply with the requirements of all policies of insurance at any time in force with respect to the Building, and Tenant shall not do or permit anything to be done on or about the Building or bring or keep anything therein which will in any way increase the cost of any insurance now or thereafter carried on the Building or any of its contents or that will invalidate any such insurance. Tenant acknowledges that it has received a copy of the Landlord's Tenant Handbook and Building Rules, which are attached as Exhibit C and D to this Lease.

10. ENVIRONMENTAL REQUIREMENTS.

10.1 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 (as the term is defined below) 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.



10.2 Hazardous Materials. "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 causes or threatens to cause a nuisance upon the Building or surrounding area or poses or threatens to pose a hazard to the Building or surrounding areas or to the health or safety of persons on or about the Building; 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.

11. COMMON AREAS. Tenant and its employees, customers, and invitees shall have the reasonable non-exclusive right to use, in common with Landlord and the other tenants and occupants of the Building and their respective employees, customers, and invitees and all others to whom Landlord has or may hereafter grant rights to use the same, the public portion of the Common Areas. Landlord shall have the right to close any or all portions of the Common Areas to an extent as may, in Landlord's opinion, be necessary to prevent a dedication thereof or the accrual of any rights to any person or the public therein. Landlord shall at all times have full control, management and direction of the Common Areas. Tenant shall not cause or allow any storage of materials or equipment outside of the Premises on any of the Common Areas. Landlord reserves the right at any time and from time to time to reduce, increase, enclose or otherwise change the size, number, location, layout and nature of the Building and its Common Areas; to create additional rentable areas through use and/or enclosure of Common Areas of the Building; to close portions of the Common Areas of the Building for security reasons, to perform maintenance, repairs, replacement and alterations; to place signs in the Common Areas and on the Building; to change the name of the Building; and to perform any other acts as Landlord in the exercise of its good business judgment shall determine to be necessary or appropriate for the Building.

12. REPAIRS AND MAINTENANCE.

12.1 Landlord. Landlord shall maintain the Common Areas (including parking lot maintenance and repair, snow and ice removal, parking lot lights, landscaping and pest control and extermination (pest control and extermination within the Premises shall be covered unless due to acts of negligence of the Tenant) and the exterior walls, roof and foundation of the Building. Landlord shall also be responsible for the repair, replacement and maintenance of any HVAC unit, plumbing, and electrical, that may be contained within, or service, the Premises. Landlord is not responsible for maintaining, repairing, or replacing any of Tenant's fixed or freestanding furniture.

12.2 Tenant. Except for the responsibilities of Landlord as provided above, Tenant shall, at its expense, during the Term, keep the Premises and every part thereof, in good condition and repair, and Tenant shall also be responsible for the entire cost of all repairs and replacements otherwise the responsibility of Landlord hereunder that are required by reason of acts or negligence of Tenant, its agents, employees, customers or invitees, or the Tenant's use of the Premises. Tenant shall be responsible for repairing any damage to the Building, including but not limited to damage to, the Common Areas, glass in doors, windows, and elsewhere in or adjacent to the Premises, caused by Tenant's acts or omissions (or the acts and omissions of its agents, employees, customers or invitees). The surrender of the Premises upon the expiration or early termination of this Lease shall not relieve Tenant of the obligation to pay for all repairs or replacements to the Premises which Tenant was obligated to perform during the Term, which obligation shall survive the expiration or early termination of this Lease.

Landlord, at Landlord's option and after thirty (30) days' advance notice to Tenant, may elect to perform all or part of the maintenance, repairs and servicing which is the obligation of Tenant hereunder, and/or the obligation of all of the other tenants of the Building with respect to the premises occupied by them, in which event the cost thereof shall be paid by Tenant as additional rent. Landlord shall provide satisfactory evidence of its actual incurred costs. Except as provided above, if, at the request of Tenant, Landlord performs any maintenance, repairs or servicing of the Premises which is the obligation of Tenant hereunder, then Tenant shall pay Landlord directly therefor.

### 13. SERVICES.

13.1 Janitorial. Tenant shall provide janitorial services for the Premises. Landlord shall provide janitorial services customary to similar office buildings in the Milwaukee Metropolitan area for the Common Areas.

13.2 Utilities. Landlord shall furnish water, sanitary sewer, and electricity for the permitted use of the Premises. Tenant shall furnish telephone services and responsible to timely pay all charges for data services used or consumed in the Premises. Tenant shall provide and maintain its own data services at its sole cost and expense, unless otherwise agreed to in writing by Landlord and email may constitute writing for this provision.

13.3 Americans with Disabilities Act. Per 42 U.S. Code §§ 12132 and 12183 if the Tenant is a local government unit or using the Premises as a public accommodation (e.g. restaurants, shopping centers, office buildings) or there are more than fifteen (15) employees, the Premises must provide accommodations and access to persons with disabilities that is equal or similar to that available to the general public. Owners, operators, landlords, and tenants of commercial properties are all responsible for ADA compliance.

13.4 HVAC. Landlord will provide customary heating, ventilation, and cooling services.

13.5 Furniture. The Tenant is responsible to provide any fixed or freestanding equipment such as walk-in coolers or freezers, portable coolers or freezers, weight scale, carts, pallets, and any and all shelving and equipment specific to assisting Tenant customers. The Tenant

will be responsible for the maintenance of and any damage to the equipment that is owned by the Tenant and/or damage to facilities that the Tenant causes. Tenant shall be responsible for their own Internet and Phone service.

14. ALTERATIONS. Except for the Tenant Improvements, Tenant shall not make any structural alterations, additions, or improvements (“Alteration”) in, on or to the Premises or any part thereof without delivering to Landlord the plans and specifications therefor and obtaining the express, prior written consent of Landlord. Landlord’s consent to an Alteration shall not be unreasonably withheld, conditioned, or delayed. Any Alteration and all Tenant Improvements shall be made at Tenant’s own cost and expense and in a good and workmanlike manner by a contractor approved by Landlord, in accordance with all Legal Requirements and free from any claim or claims for construction liens, and Tenant shall indemnify and hold Landlord harmless from and against any and all claims, liens, costs and expenses on account of such work. At the request of Landlord, Tenant shall provide, prior to commencement of the work, a construction cost breakdown for such work certified to by the architect or contractor employed by Tenant to supervise such work, which breakdown shall show the total cost of such work and all component items thereof, and written evidence reasonably acceptable to Landlord of Tenant’s financial ability to pay for all such work in full. Tenant shall employ only such labor in performing said work or any other construction work in or about the Premises during the term as will not cause any conflict or controversy with any labor organization representing building trades performing work for Landlord in or about the Building. Upon completion of any Alteration or Tenant Improvements, Tenant shall provide Landlord with a copy of the as-built plans and blueprints for the same, if applicable. Normal and customary decorating and redecorating of the Premises shall not require Landlord’s approval as long as Landlord has been provided reasonable notice and it does not affect Landlord’s operations, costs, fire safety, insurability, or use by other tenants and their customers, invitees, and agents.

15. SIGNS. Tenant shall be permitted to install, affix or place signs or other advertising or identifying media upon the exterior of the Premises or the Building or upon the interior of the Building in locations mutually agreed upon with Landlord. All signs must comply with all applicable laws, ordinances, and regulations. Tenant is responsible for repair, maintenance, and removal of its signage.

16. LIENS. Tenant shall keep the Building and Premises free from any liens or encumbrances arising out of the work performed, materials furnished, or obligations incurred by or on behalf of Tenant, and shall protect, defend, indemnify, and hold Landlord harmless from and against any claims, liabilities, judgments, or costs (including, without limitation, reasonable attorneys’ fees and costs) arising out of same or in connection therewith. Tenant shall remove any such lien or encumbrance by bond or otherwise within ten (10) business days after notice by Landlord, and if Tenant shall fail to do so, Landlord may pay the amount necessary to remove such lien or encumbrance, without being responsible for investigating the validity thereof.

17. RIGHT OF ENTRY. Landlord and its agents shall upon twenty-four (24) hours prior notice to Tenant have the right to enter the Premises, or in the case of an emergency at any time, to inspect the condition thereof, to supply any service to be provided by Landlord to Tenant hereunder, to show the Premises, and to alter, improve, or repair the Premises and any portion of the Building. Landlord will use reasonable efforts not to interfere with Tenant’s business during

such access. Tenant shall not add or change the locks to any doors of the Premises. Tenant will deposit or permit Landlord to deposit on Tenant's behalf a key to the Premises in a lock box if required by and for the benefit of the local fire department. Any entry to the Premises shall not under any circumstances be construed or deemed to be a forcible or unlawful entry into, or a detainer of, the Premises, or an eviction, of Tenant or impose any liability on Landlord. Nothing contained herein shall be deemed to impose on Landlord any obligation or duty to make repairs or alterations to the Premises except as expressly provided in this Lease.

18. INSURANCE. During the term of this Lease, every Tenant or any of its subsidiaries must provide County with evidence of the following minimum insurance requirements. In no way do these minimum requirements limit the liability assumed elsewhere in the contract. Modifications to the types of coverage, limits and/or other terms should not be made without the approval of the County's Risk Manager.

18.1 Tenant shall, at its sole expense, maintain the following insurance:

A. Commercial General Liability Insurance including contractual coverage: The limits of this insurance for bodily injury and property damage combined shall be at least:

Each Occurrence Limit	\$1,000,000
General Aggregate Limit	\$2,000,000
Products – Completed Operations Limit	\$2,000,000
Personal and Advertising injury Limit	\$1,000,000

B. Workers' Compensation Insurance:

Such insurance shall provide coverage in amounts not less than the statutory requirements in the state where the work is performed, even if such coverages are elective in that state.

C. Employers Liability Insurance:

Such insurance shall provide limits of not less than \$100,000 per occurrence for bodily injury; \$100,000 per employee for bodily injury by disease, and \$500,000 policy aggregate.

18.2 **Additional Requirements:**

A. The insurance specified in (A.) and (C.) above shall: (a) name Milwaukee County including its directors, officers, employees and agents as additional insureds by endorsement to the policies, and, (b) provide that such insurance is primary coverage with respect to all insureds and additional insureds.

B. Milwaukee County should also be granted a waiver of subrogation in its favor on the insurance specified under the insurance policy terms of in (A.) and (C.) above.

C. The above insurance coverages may be obtained through any combination of primary and excess or umbrella liability insurance. County may require higher limits or other types of insurance coverage(s) as necessary and appropriate under the applicable purchase order.

- D. Except where prohibited by law, all insurance policies shall contain provisions that the insurance companies waive the rights of recovery or subrogation, by endorsement to the insurance policies, against County, its subsidiaries, its agents, servants, invitees, employees, co-lessees, co-venturers, affiliated companies, contractors, subcontractors, and their insurers.
- E. Tenant shall provide certificates evidencing the coverages, limits and provisions specified above on or before the execution of the Agreement and thereafter upon the renewal of any of the policies. Tenant shall require all insurers to provide County with a thirty (30) day advanced written notice of any cancellation, nonrenewal or material change in any of the policies maintained in accordance with this Agreement. Coverage must be placed with carriers with a current A. M. Best rating of A minus or better.
- F. During the term of this Lease, it is understood that Landlord is permissibly self-insured. This means that Landlord is a municipal body corporate that self-funds for liability under §§893.80 and 895.461 of the Wisconsin Statutes, as well as automobile liability under §345.05, Stats. Landlord is also permissibly self-insured under §102.28(2)(b), Stats. for workers' compensation.

19. INDEMNITY. Subject to the waiver of subrogation above, Tenant hereby indemnifies Landlord and agrees to save it harmless from and against any and all claims, actions, damages, liability and expense in connection with loss of life, personal injury and/or damage to property arising from or out of any occurrence in, upon or at the Premises (except to the extent the same results from the negligence or intentional misconduct of Landlord) or arising by reason of Tenant's occupancy of the Premises or Common Areas or by reason of any breach or default by Tenant in the performance of any term of this Lease on Tenant's part to be performed. In case Landlord shall be made a Party to any litigation arising out of any such occurrence, then Tenant shall protect and hold Landlord harmless and shall pay all costs, expenses and reasonable attorney fees incurred or paid by Landlord in connection with such litigation. Subject to the waiver of subrogation above, Landlord agrees to indemnify Tenant and save Tenant harmless from any and all liability, claims and loss for personal injury or property damage, or both, sustained or claimed to have been sustained by any person or persons, or property in, upon or about the Premises, Common Areas, Building or the land on which the Building is located caused or brought about by the negligence or intentional misconduct of Landlord or its agents, servants or employees. The indemnity obligations herein shall survive the expiration or earlier termination of the Lease. Landlord's liability shall be limited by Wis. Stat. § 345.05(3) for automobile and § 893.80(3) for general liability.

20. NON-LIABILITY OF LANDLORD. Landlord and its agents, officers, directors, and employees assume no liability or responsibility whatsoever with respect to the conduct or operation of Tenant's business conducted in the Premises and shall not be liable for any loss, injury, or damage to property caused by or resulting from any variation, interruption, or failure of utility or other services due to any cause whatsoever, or from failure to make any repairs or perform any maintenance that is Tenant's responsibility pursuant to this Lease. In no event shall

Landlord be liable to Tenant for: (i) any damage to the Premises, except to the extent caused by the negligence or willful misconduct of Landlord, its agents, contractors, or employees; (ii) any loss, damage, or injury to any property therein or thereon except to the extent caused by the negligence or willful misconduct of Landlord, its agents, contractors, or employees; (iii) any claims for the interruption of or loss to Tenant's business or for any indirect damages or consequential losses occasioned by bursting, rupture, leakage or overflow of any plumbing or other pipes or other similar cause in, above, upon or about the Premises; or (iv) Tenant's management of the Premises.

21. CASUALTY. If the Premises or the Building is damaged or destroyed by fire or other casualty covered by insurance, then (unless this Lease is terminated by Landlord as hereinafter provided) this Lease shall continue in full force and effect and Landlord shall proceed, after adjustment of such loss, to repair or restore the Premises to the condition which Landlord furnished to Tenant upon the commencement of the Term. Landlord shall be under no obligation to restore any Alterations or Tenant Improvements to the Premises made by Tenant unless the same is covered by Landlord's insurance, but nothing herein shall be construed to require Landlord to insure such property. In no event shall Landlord be obligated to expend an amount in excess of the insurance proceeds received by Landlord for such repair or restoration. In the event the Premises are repaired as provided herein, then Tenant shall repair and restore its merchandise, furnishings, furniture, equipment, all Alternations and Tenant Improvements made by or for Tenant to at least a condition equal to that prior to its damage. Notwithstanding the foregoing, if any destruction or damage to the Premises or Building (whether or not the Premises are affected) is so extensive that Landlord, in its sole discretion, elects not to repair or restore the Premises or Building, or the proceeds of insurance are not sufficient or available to fully pay the cost of the repair or restoration, then Landlord may terminate this Lease effective as of the date of the damage by written notice to Tenant within ninety (90) days of the casualty. Except in the case of an event of force majeure (defined below), if Landlord does not make the determination to restore or rebuild the Premises within ninety (90) days after the casualty, or if the Premises are not repaired or rebuilt within two hundred and ten (210) days after the casualty, Tenant shall have the right to terminate this Lease, by giving notice to Landlord within twenty (20) days following the expiration of the applicable time period.

22. CONDEMNATION. If all or substantially all of the Premises are sold to or taken by any public authority under its power of condemnation or the threat thereof, this Lease shall terminate as of the date possession is transferred to the acquiring authority, and the Rent payable hereunder shall be apportioned accordingly. If any material part of the Building is sold or taken (whether or not the Premises are affected), Landlord shall have the right to terminate this Lease as of the date possession is transferred to the acquiring authority upon giving written notice thereof to Tenant, and the Rent payable hereunder shall be apportioned accordingly. If this Lease is not terminated pursuant to the foregoing, then this Lease shall continue in force as to the part of the Premises not taken and the Rent payable thereafter shall be reduced in proportion to the amount of total floor area of the Premises taken. If any such taking occurs, Landlord, upon receipt and to the extent of the award in condemnation or proceeds of sale, shall, unless this Lease has been terminated, make necessary repairs and restorations (exclusive of Tenant Improvements and Alterations) to restore the Premises remaining to as near its former condition as circumstances will permit. In no event shall Landlord be obligated to expend for such repairs an amount in excess of the condemnation proceeds available to Landlord for such rebuilding. All

damages awarded by or amounts paid by the acquiring authority for any such taking, whether for the whole or a part of the Premises or the Building or Common Areas shall belong to and be the sole property of Landlord whether such damages are awarded as compensation for loss of, or diminution in value to, the leasehold or the fee thereof; provided, however, Tenant shall have the right to pursue such claim or claims as Tenant may have legally for relocation expenses, interruption of business and such items which do not reduce the award or proceeds of sale payable to Landlord. If this Lease is terminated, Tenant shall not have any claim against Landlord for the value of the unexpired term hereof. Except in the case of an event of force majeure (defined below), if Landlord does not make the determination to restore or rebuild the Premises within sixty (60) days after the condemnation, or if the Premises are not repaired or rebuilt within one hundred eighty (180) days after the condemnation, Tenant shall have the right to terminate this Lease, by giving notice to Landlord within twenty (20) days following the expiration of the applicable time period. If the Premises or any part of the Premises are rendered untenantable by the condemnation, a just proportion of the Rent, based upon the number of rentable square feet of area in the Premises which are untenantable, shall be abated until the Premises or such part of the Premises shall have been put in a tenantable condition.

23. ASSIGNMENT AND SUBLETTING. Tenant may not assign this Agreement, in whole or in part, or sublease any part of the Premises without the prior written approval of the Landlord.

24. DEFAULT AND TERMINATION.

24.1 Default by Tenant if:

- A. Tenant fails to pay the Rent or any other amount when due, and such default shall continue for thirty (30) days after written notice thereof shall have been given to Tenant, or
- B. Tenant fails to perform any of the other covenants or conditions herein contained on the part of Tenant, and such default shall continue for thirty (30) days after written notice thereof shall have been given to Tenant, provided, however, if the nature of the default is such that it cannot be reasonably cured within the thirty (30) day period, Tenant shall not be deemed in default if Tenant commences to cure within the thirty (30) day period and diligently prosecutes the same to completion within ninety (90) days of the written notice from Landlord, or;
- C. Tenant or any guarantor of this Lease becomes insolvent or bankrupt or makes an assignment for the benefit of creditors, or
- D. A receiver or trustee of Tenant's property or that of any guarantor of this Lease is appointed and such receiver or trustee, as the case may be, is not discharged within thirty (30) days after such appointment, or
- E. If this Lease shall, by act of Tenant or by operation of law or otherwise pass to any Party other than Tenant, or
- F. An execution or attachment is levied against Tenant's property, or

In any such case, Landlord may, upon thirty (30) day written notice to Tenant, recover possession of and reenter the Premises without affecting Tenant's liability for past Rent and other charges due or future Rent and other charges to accrue hereunder. In the event of any such default, Landlord shall be entitled to recover from Tenant, in addition to Rent and other charges equivalent

to Rent, all other damages sustained by Landlord on account of the breach of this Lease, including, but not limited to, the reasonable costs, expenses and attorneys' fees incurred by Landlord in enforcing the terms and provisions hereof and in re-entering and recovering possession of the Premises and for the actual cost of repairs and alterations. In case of a default under this Lease, Landlord may, in addition to terminating this Lease, or in lieu thereof, pursue such other remedy or combination or remedies and recover such other damages for breach of tenancy and/or contract as are available at law or otherwise.

After expiration of any applicable grace periods, Landlord may, but shall not be obligated to, cure any default by Tenant (specifically including, but not by way of limitation, Tenant's failure to obtain insurance, make repairs, or satisfy lien claims) and whenever Landlord so elects, all costs and expenses paid by Landlord in curing such default shall be payable to Landlord as additional rent due on demand, together with interest at the rate provided in Section 3 above from the date of the advance to the date of repayment by Tenant to Landlord.

A waiver by Landlord of a breach or default by Tenant under the terms and conditions of this Lease shall not be construed to be a waiver of any subsequent breach or default nor of any other term or condition of this Lease, and the failure of Landlord to assert any breach or to declare a default by Tenant shall not be construed to constitute a waiver thereof so long as such breach or default continues unremedied.

No receipt of money by Landlord from Tenant after the expiration or termination of this Lease or after the service of any notice or after the commencement of any suit, or after final judgment for possession of the Premises shall reinstate, continue, or extend the Term of this Lease or affect any such notice, demand or suit.

Notwithstanding Landlord's obligation to use commercially reasonable efforts to mitigate its damages, or anything in this Lease to the contrary, Landlord shall in no event be liable for failure to re-let the Premises after the exercise of such commercially reasonable efforts or in the event that the Premises are re-let, for failure to collect Rent due under such re-letting; and in no event shall Tenant be entitled to receive any excess of rent over the sums payable by Tenant to Landlord hereunder, but such excess shall be credited to the unpaid Rent due hereunder, and to the expenses of re-letting as provided herein.

Neither the termination of this Lease nor the exercise of any remedy under this Lease or otherwise available at law or in equity shall affect Landlord's right of indemnification set forth in this Lease or otherwise available at law or in equity for any act or omission of Tenant, and all rights to indemnification and other obligations of Tenant intended to be performed after termination of this Lease shall survive termination of this Lease.

The rights and remedies of Landlord under this Lease shall be cumulative and the exercise of any of them shall not be exclusive of any other right or remedy provided by this Lease or allowed by law, and the waiver by Landlord of any breach of any covenant of this Lease shall be limited to the particular instance and shall not operate or be deemed to waive any future breach of the same or any other covenant on the same or any other occasion, nor operate as a waiver of Landlord's right to enforce the payment of subsequent installments of rental or any of Landlord's rights under this Lease by such remedies as may be appropriate and permitted under this Lease.



24.2 Default by Landlord: If the Landlord fails to perform any of the covenants or conditions herein contained on the part of Landlord, and such default shall continue for thirty (30) days after written notice thereof shall have been given to Landlord, provided, however, if the nature of the default is such that it cannot be reasonably cured within the thirty (30) day period, Landlord shall not be deemed in default if Landlord commences to cure with the thirty (30) day period and diligently prosecutes the same to completion with ninety (90) days of the written notice from Tenant then, at the option of the Tenant, this Lease may be terminated upon thirty (30) days' notice and the term will then immediately become forfeited and void, and the Tenant may without further notice or any form of legal process immediately abandon the Premises or any part of the Premises notwithstanding anything contained in this Lease or in any statute or law to the contrary. In the event Tenant, in its reasonable discretion, performs any self-help measure, Tenant shall be entitled to abate or offset Rent for its actual costs to cure, evidence of which shall be provided to Landlord. Tenant reserves the right to pursue any other claims it may have at law or equity.

Neither the termination of this Lease nor the exercise of any remedy under this Lease or otherwise available at law or in equity shall affect Tenant's right of indemnification set forth in this Lease or otherwise available at law or in equity for any act or omission of Landlord, and all rights to indemnification and other obligations of Landlord intended to be performed after termination of this Lease shall survive termination of this Lease.

The rights and remedies of Tenant under this Lease shall be cumulative and the exercise of any of them shall not be exclusive of any other right or remedy provided by this Lease or allowed by law, and the waiver by Tenant of any breach of any covenant of this Lease shall be limited to the particular instance and shall not operate or be deemed to waive any future breach of the same or any other covenant on the same or any other occasion, nor operate as a waiver of Tenant's right to enforce the payment of subsequent installments of rental or any of Tenant's rights under this Lease by such remedies as may be appropriate and permitted under this Lease.

25. TERMINATION. At the election of either Party, exercised by one hundred eighty (180) day written notice to the other Party, either Party shall have the right to declare this Lease terminated and canceled, without any further rights or obligations on the part of Landlord or Tenant (other than Tenant's obligation for Rent and other charges due and owing through the date of termination or at such time as Landlord collects rent from re-letting the Premises) . If so terminated by Tenant, Landlord may re-let the Premises without any right on the part of Tenant to any credit or payment resulting from any re-letting of the Premises. Additionally, Tenant may terminate this Lease prior to the Commencement Date if Tenant is unable to receive zoning approval for its activities from the City of Milwaukee.

26. AUDIT RIGHTS. Tenant, its officers, directors, agents, partners, and employees, shall allow the County Audit Services Division and department contract administrators (collectively referred to as Designated Personnel) and any other party the Designated Personnel may name, with or without notice, to audit, examine, and make copies of any and all records of the Landlord, related to the terms and performance of this Lease for a period up to three years following the end date of the Lease. Any subcontractors or other parties performing work on this Lease will be bound by the same terms and responsibilities. All subcontracts or other agreements for work performed on this Lease will include written notice that the subcontractors or other parties understand and will comply with the terms and responsibilities. The parties and any subcontractors

understand and will abide by the requirements of Section 34.09 (Audit) and Section 34.095 (Investigations concerning fraud, waste and abuse) of the Milwaukee County Code of General Ordinances.

27. CERTAIN RIGHTS RESERVED TO LANDLORD. Landlord reserves the following rights exercisable without notice to or consent of Tenant (except as expressly provided otherwise) and without liability to Tenant and without effecting an eviction, constructive or actual, or disturbance of Tenant's use or possession, or giving rise to any claim for setoff or abatement of Rent:

27.1 To control, install, affix and maintain any and all signs on the Building and in the corridors, entrances and other common areas thereof.

27.2 To retain at all times and to use in appropriate instances keys to all doors within and into the Premises. No locks shall be changed without prior written notice delivered to Landlord together with keys for the new locks. This provision shall not apply to Tenant's safes, or other areas maintained by Tenant for the safety and security of monies, securities, negotiable instruments or like items.

27.3 To make repairs, alterations, additions, or improvements, whether structural or otherwise, in and about the Building, or any part thereof, and for such purposes to enter upon the Premises, and during the continuation of any of said work, to temporarily close doors, entryways, public spaces and corridors in the Building and to interrupt or temporarily suspend services and facilities; provided, however, Landlord agrees to not unreasonably interfere with Tenant's use of the Premises hereunder.

27.4 To approve the weight, size and location of safes and other heavy equipment and articles in and about the Premises and the Building and to require all such items to be moved into and out of the Building and the Premises only at such times and in such manner as Landlord shall direct in writing.

27.5 To grant to anyone the exclusive right to conduct any particular business or undertaking in the Building other than general office use, including but not limited to the following businesses: restaurants, cafeterias, and other stores selling retail products.

28. SURRENDER. Upon the expiration or termination of this Lease, Tenant shall surrender the Premises and all Tenant improvements and alterations to Landlord broom-clean and in their original condition, except for reasonable wear and tear. Tenant shall remove all of Tenant's personal property. Landlord shall have the right, but no obligation, to remove the same and Tenant shall pay Landlord on demand for all costs of removal and storage required for such removal. Notwithstanding the foregoing, Landlord and Tenant shall tour the Premises together, at least once, and not less than 30 days prior to surrender, and make a mutual determination of the final condition and any repairs required and any removal of personal property. In the event that Landlord and Tenant fail to reach an agreement on the final condition of the Premises, the Parties will bring in a neutral assessor, agreed to and paid equally by the Parties, to make a final, binding determination on the state of the Premises.

29. HOLDOVER. If Tenant holds over after the expiration or termination of the Term without the express consent of Landlord, such tenancy shall be deemed to be a tenancy by sufferance and shall not constitute a renewal or an extension for any further term. If a tenancy by sufferance exists, Rent shall be payable at a monthly rate equal to 100% of the Rent applicable during the last rental period of the Term for the initial six (6) months of holdover and thereafter at a monthly rate equal to 200% of the Rent applicable during the last rental period of the Lease Term under this Lease. Any holdover shall be governed by all the terms and conditions of the Lease. There shall be no consequential damages for the first sixty (60) days of any holdover.

30. TRANSFER BY LANDLORD. A sale or conveyance by Landlord of the Building releases Landlord from any future liability under this Lease, provided the transferee landlord assumes all obligations of Landlord arising on or after the date of such transfer, and in such event Tenant agrees to look solely to the successor in interest of Landlord in and to this Lease. This Lease shall not be affected by any such sale or conveyance, and Tenant will attorn to the purchaser or grantee, which shall be obligated on this Lease only so long as it is the owner of Landlord's interest in and to this Lease. In the event of the sale or other transfer of Landlord's interest in the Building, or in the event of any proceedings brought for the foreclosure thereof, Tenant shall attorn to the purchaser and recognize such purchaser as Landlord under this Lease.

31. QUIET ENJOYMENT. If Tenant shall perform all of the covenants and agreements herein required to be performed by Tenant within all applicable notice, cure and/or grace periods set forth herein, Tenant shall, subject to the terms of this Lease, any ground lease, at all times during the Term, have peaceful and quiet enjoyment of the Premises against any person claiming by, through or under Landlord, but not otherwise..

32. NOTICES. All notices and demands which may or are required to be given by either Party to the other hereunder shall be in writing and delivered in person or sent by either United States certified mail, return receipt requested, postage prepaid or by Federal Express or other nationally recognized overnight delivery service. Notices and demands to Tenant shall be addressed to it at the address set forth or to such other place as Tenant may from time to time designate in a written notice to Landlord. Notices and demands to Landlord shall be addressed to it at the address set forth , or to such other firm or to such other place as Landlord may from time to time designate in a written notice to Tenant. Any notice sent by registered or certified mail, return receipt requested, shall be deemed given on the date of delivery shown on the receipt card, or if no delivery date is shown, the postmark thereon. Notices delivered by overnight courier that guarantees next day delivery shall be deemed given on the first business day after delivery of the same to the courier.

<b><u>Landlord's Address for Notices:</u></b>	<b><u>Landlord's Address for Rent payments:</u></b>	<b><u>Tenant's Address for Notices:</u></b>
<p>Milwaukee County Housing c/o Hillview Building 600 W Walnut Street, Suite 100 Milwaukee, WI 53212</p> <p>With copy to:</p> <p>Milwaukee County Economic Development Division Attn: Leasing Manager 633 W. Wisconsin Avenue, Suite 903 Milwaukee, WI 53203 Telephone: 414.278.4905</p> <p>And</p> <p>Milwaukee County Office of Corporation Counsel Attn: Corporation Counsel 901 N. 9th Street, Suite 303 Milwaukee, WI 53233 Telephone: 414.278.4300</p>	<p>Milwaukee County Dept of Health and Human Services 1220 W. Vliet St., 2nd Floor ATTN: Fiscal Services Milwaukee, WI 53205</p>	<p>Friedens Community Ministries, Inc. PO Box 5411 Milwaukee, WI 53205 Telephone: 414.289.6030</p>

25. **EXECUTION.** The submission of this document for examination does not constitute an offer to lease, or a reservation of, or option for, the Premises and this document becomes effective and binding only upon the execution and delivery hereof by both Landlord and Tenant. Tenant confirms that Landlord has made no representations or promises with respect to the Premises or the making or entry into of this Lease except as are expressly set forth herein, and agrees that no claim or liability shall be asserted by Tenant against Landlord for, and Landlord shall not be liable by reason of, breach of any representations, or promises not expressly stated in this Lease. Tenant shall not record this Lease without the prior written consent of Landlord.

26. **BINDING EFFECT.** The covenants, agreements and obligations herein contained, except as herein otherwise specifically provided, shall extend to, bind and inure to the benefit of the Parties hereto and their respective personal representatives, heirs, successors and assigns (but in the case of assigns only to the extent that assignment is permitted hereunder). No third Party, other than such successors and assigns, shall be entitled to enforce any or all of the terms of this Lease or shall have rights hereunder whatsoever.

27. **CHOICE OF LAW.** This Agreement shall be governed, interpreted, construed, and enforced in accordance with the internal laws of the State of Wisconsin, without regard to its

conflict of laws principles. Any litigation over the enforceability of the provisions herein or to enforce any rights hereunder shall be in state court with venue in Milwaukee County.

28. SEVERABILITY. If any part of this Agreement is declared invalid or unenforceable by a court of competent jurisdiction, it shall not affect the validity or enforceability of the remainder of this Agreement, unless the Agreement so construed fails to meet the essential business purposes of the Parties as manifested herein.

29. MODIFICATION AND WAIVER. This Agreement may not be modified and none of its terms may be waived, except in writing and signed by authorized representatives of both Parties. To the extent that any term in any document, other than a writing signed by both Parties that expressly purports to amend this Agreement, is contrary to, or conflicts with this Agreement, the terms of this Agreement shall control. A waiver by a Party of any default shall not be deemed a waiver of a prior or subsequent default of the same or other provisions of this Agreement. The failure of a Party to enforce, or the delay by a Party in enforcing, any of its rights shall not be deemed a continuing waiver or a modification of this Agreement.

30. ENTIRE AGREEMENT. This Agreement and all properly executed Statements of Work constitute the entire agreement between the Parties relating to the subject matter hereof, and supersede any and all prior agreements and negotiations, whether oral, written, or implied. No change, addition, or amendment shall be made except by written agreement signed by a duly authorized representative of each Party.

31. FORCE MAJEURE. If either Party is delayed, interrupted or prevented from performing any of its obligations under this Lease, including its obligations under the Construction Rider (if any), and such delay, interruption or prevention is due to fire, act of God, governmental act or failure to act, labor dispute, unavailability of materials or any cause outside the reasonable control of such Party, then the time for performance of the affected obligations of such Party shall be extended for a period equivalent to the period of such delay, interruption or prevention, provided, if Substantial Completion is delayed, the commencement of payment of Rent due under the Lease shall be extended on the same basis.

32. AUTHORITY. If Tenant is a corporation, or limited liability company or other entity, each individual executing this Agreement on behalf of Tenant represents and warrants that he or she is duly authorized to execute and deliver this Agreement on behalf of said corporation, limited liability company or other entity, as the case may be, and that this Agreement is binding upon said corporation in accordance with its terms without the joinder or approval of any other person.

33. WAIVER. No waiver of any default of each Party hereunder shall be implied from any omission by the other Party to take action on account of such default if such default persists or is repeated, and no express waiver shall affect any default other than the default specified in the waiver and only for the time and to the extent stated therein. One or more waivers of any breach of any covenant, term or condition of this Lease by each Party shall not be construed as a waiver of a subsequent breach of the same covenant, term or condition.

34. PUBLIC RECORDS. Both parties understand that the County is bound by public records law, and as such, all of the terms of this agreement are subject to and conditioned on the provisions of Wis. Stat. § 19.21, *et seq.* Contractor hereby agrees that it shall be obligated to assist the County in retaining and timely producing records that are subject to the Wisconsin Public Records Law upon any statutory request having been made, and that any failure to do so shall constitute a material breach of this agreement, whereupon Approved Caterer shall then and in such event be obligated to indemnify, defend and hold the County harmless from liability under the Wisconsin Public Records Law occasioned by such breach. Except as otherwise authorized by the County in writing, records that are subject to the Wisconsin Public Records Law shall be maintained for a period of three years after receipt of final payment under this agreement.

35. COUNTERPARTS. This Lease may be executed in counterparts, each of which shall constitute an original, but all of which shall constitute one document. Either Party hereto may execute this document by facsimile signature which facsimile signature shall be deemed to be an original signature.

EXECUTED as of the date first written above.

**TENANT:**

**Friedens Community Ministries, Inc.**

By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Title: \_\_\_\_\_

**LANDLORD:**

**Milwaukee County**

By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Title: \_\_\_\_\_

*Approved with regards to County Ordinance Chapter 42:*

By: \_\_\_\_\_ Date: \_\_\_\_\_  
Office of Economic Inclusion

*Reviewed by:*

*Approved for execution:*

By: \_\_\_\_\_ Date: \_\_\_\_\_  
Risk Management

By: \_\_\_\_\_ Date: \_\_\_\_\_  
Corporation Counsel

*Approved:*

*Approved:*

By: \_\_\_\_\_ Date: \_\_\_\_\_  
Comptroller

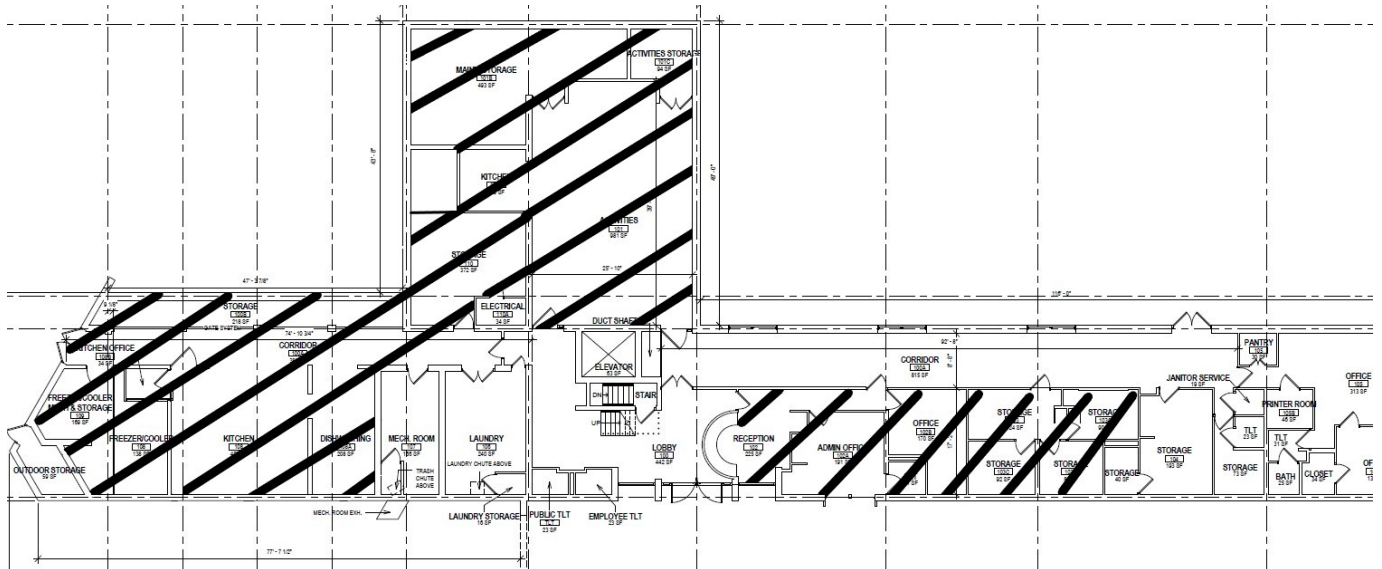
By: \_\_\_\_\_ Date: \_\_\_\_\_  
County Executive

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

By: \_\_\_\_\_ Date: \_\_\_\_\_  
Corporation Counsel



**EXHIBIT A**  
**FLOOR PLAN OF THE PREMISES**



## EXHIBIT B



# Milwaukee County Department of Administrative Services Facilities Management Division Tenant's Handbook

Tenant's Guide to Facility Management Services in  
Milwaukee County Owned Buildings Managed by  
Facilities Management Division

- County Courthouse
- Criminal Justice Facility
- Public Safety Building
- Marcia P. Coggs Human Services Center
- Vel R. Phillips Youth and Family Justice Center
- Medical Examiner Office
- FMD Maintenance Support Site

901 N. 9th Street  
Milwaukee, Wisconsin  
53233

## **I. Introduction**

## **II. Emergency Procedures**

## **III. Building Information**

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- A. Requesting Building Services**
- B. Access to Milwaukee County Facilities**
- C. Hours of Operation in County Owned Facilities**
- D. Facility Access Cards and Keys**

## **IV. Tenant Guidelines**

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- A. Overview of Guidelines**
  - 1. Construction**
  - 2. Office Furniture**
  - 3. Heating/Air Conditioning Policy**
  - 4. Janitorial/Housekeeping**
  - 5. Landscape Maintenance**
  - 6. Light Bulbs**
  - 7. Mail Service/Shipping-Receiving**
  - 8. Moving of Heavy Items**
  - 9. Pest Control**
  - 10. Record Retention, Storage and Shredding**
  - 11. Recycling**

## **V. Building Systems Policies and Programs**

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- A. Building Heating, Ventilation and Air Conditioning Systems**
- B. Heating Energy Policy**
- C. Air Conditioning Policy**
- D. Energy Management Program**
- E. Indoor Air Quality (IAQ)**

## I. Introduction

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The Milwaukee County Department of Administrative Services - Facilities Management Division (DAS-FMD) is responsible for managing certain buildings owned by Milwaukee County and leased for Milwaukee County and non-Milwaukee County tenants. This responsibility includes the establishment of policies and procedures regarding the safety and security of public property and building occupants, tenant use of furniture and the preparation and enforcement of rules of conduct in our facilities. Our vision is to meet the needs of Milwaukee County residents, staff, and tenants with safe, cost effective, quality facilities.

***The purpose of this handbook is to set forth facility procedures and rules for tenants of Milwaukee County facilities managed by DAS-FMD.*** This handbook also summarizes the operations and maintenance (O&M) services provided to Milwaukee County staff and non-County tenants in buildings owned by Milwaukee County, and how to access those services.

## II. Emergency Procedures

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Contact Information	
First Responders	911 (9-911 on a Milwaukee County office phone)
Building Security	(414) 278-4788
DAS-FMD O&M Office Room G-1 Courthouse	(414) 278-4971

**The following procedures were adapted from the Milwaukee County Office of Emergency Management (OEM) Emergency Action Plan developed for the Courthouse. Refer to your facility's Emergency Action Plan for more details specific to your facility.**

- Emergency alerts may be through the building PA (Public Address system), fire alarm horns and strobes, or outdoor warning sirens (tornado).
- Emergency notification text/email sign-up is available through OEM.
- Supervisors are responsible to ensure employees are familiar with emergency procedures.
- Team Leaders are assigned through Divisions or Floors and direct the emergency action herein, to include head counts during evacuation.
- Employees are responsible to report to their Team Leader during an incident or emergency.

**Severe Weather:** Severe weather watches and warnings will be issued by the National Weather Service. Tornado Sirens will be sounded by OEM during a Tornado Warning. Seek shelter in your department's shelter area. Close all doors behind you. Follow your Team Leader instructions. Wait for the "All Clear".

**Fire:** If you see smoke or fire, pull fire alarm and dial 911. When horns and strobes are sounded, all occupants must evacuate, each and every time. Evacuate to your department's rally point and report in to your Team Leader. Assist others. Those that cannot use the stairs will wait at Areas of Rescue Assistance.

**Medical Emergency:** Dial 911 for a medical emergency. If an adult suddenly falls to the ground, is unresponsive, and not breathing, perform Hands-Only-CPR (cardiopulmonary resuscitation). Instruct someone to dial 911 and to grab the nearest AED (Automated External Defibrillator). Continue CPR and/or AED until paramedics arrive.

**Power Outage:** A power outage may occur due to mechanical malfunction or severe weather. Emergency lighting may be available. Utilize flashlights and follow instructions. There may be a need to evacuate the area and/or close the building. Temporary relocation may apply, follow Supervisor instructions. Your COOP may apply.

**Violent Event:** When a violent event occurs, but is not directed at you, do not interfere and immediately call 911.

Move away from the threat and monitor it from a safe distance. If you are under attack, **RUN-HIDE-FIGHT**. When in a safe location, dial 911. Follow instructions from first responders.

**Active Shooter:** If you suspect an active shooter, immediately dial 911 and get away. If you are unable to get away from the shooter, find a place to hide, placing barriers between you and the threat. If under attack, fight for your life, disrupt and/or incapacitate the shooter. Follow police orders and OEM alerts. **RUN-HIDE-FIGHT**.

**Bomb Threat:** If you receive a bomb threat, immediately have someone dial 911 and notify your supervisor. Keep the caller on the line as long as possible. **DO NOT HANG UP**. Write down or record as much information as possible. Follow police directions and notifications issued by OEM.

**Suspicious Package:** If you see or receive a suspicious package, leave it where found and dial 911. Do not disturb or try to conduct any clean up. Keep the immediate area clear of others. Instruct people who have touched the package to wash hands with soap and water. Follow responder's instructions.

**Hazardous Materials:** When a hazardous materials spill occurs or is suspected, avoid any contact with the substance and avoid breathing in vapors. Dial 911. Alert people in the area to evacuate to your department's rally point. Turn off ignition sources if you can safely do so. Follow directions from emergency response and alerts from OEM.

**For situations that are do not present an imminent danger to the health or safety of building occupants, such as safety hazards, malfunctioning elevator, burning smells, leaks, plugged toilets, broken windows, or exterior doors that will not lock properly, please contact the O&M Office at (414) 278-4971. If there is a similar situation outside of normal business hours, please dial 911.**

### III. Building Information

Milwaukee County Courthouse 901 N. 9 <sup>th</sup> Street Milwaukee, WI 53233	Public Safety Building 821 W. State Street Milwaukee, WI 53233
Criminal Justice Facility 949 N. 9 <sup>th</sup> Street Milwaukee, WI 53233	Marcia P. Coggs Human Services Center 1220 W. Vliet Street Milwaukee, WI 53205
Vel R. Phillips Youth and Family Justice Center 10201 W. Watertown Plank Road Wauwatosa, WI 53226	Medical Examiner Office 933 W. Highland Avenue Milwaukee, WI 53233
DAS-FMD Maintenance Support Site 10930 West Lapham Ave. Milwaukee, WI 53214	

#### A. Requesting Building Services

1. All requests for building services must be made via a service request by the tenant administrator. Subsequent work orders are generated and scheduled by DAS-FMD based on priority.
2. Routine cleaning services are performed on a regular basis. Routine cleaning consists of vacuuming, dusting, bathroom cleaning, window and glass cleaning, trash and recycling removal, etc. For questions or concerns regarding cleaning services, please contact the O&M Office at (414) 278-4971.

#### B. Access to Milwaukee County Facilities

1. For information regarding access to all applicable Milwaukee County buildings see the Milwaukee County Facilities Access Policy. A copy of Facilities Access Policy is available by request from the O&M Office at (414) 278-4971.

#### C. Hours of Operation in County-Owned Offices

The following pertains to county-owned office space where management and administrative work is being performed.

1. Normal Business Hours.
  - a) Normal business hours for County-owned office buildings are established according to the operational needs of tenant departments, and are set at 8:00 a.m. to 5:00 p.m. Monday through Friday. Normal business

hours are the only times that building entrances will be unlocked, Monday through Friday, with the exception of official county holidays. Only authorized department employees, building management, and fire and police are allowed in County owned facilities outside normal business hours.

2. Tenant Responsibilities for After Hours and Weekend Access.

a) Tenants should make sure that windows and doors are closed and locked, the electrical equipment and lights not in use should be turned off before leaving a county occupied building. Please note that heating, ventilating, and air conditioning systems in county occupied buildings may not be provided for during off-hours.

**D. Facility Access Cards and Keys**

1. Each tenant has its own process for assigning building ID/access cards and keys. Your key(s) and/or access card(s) are for your personal use only. Sharing with other employees or non-employees represents a serious security breach that may subject you to disciplinary action, up to and including termination. If you lose your access card or keys, immediately notify your supervisor, so that we can ensure the security of all County employees, customers, and building occupants. You are responsible for the cost of replacing your access card. Consult with your Supervisor and/or your department's Human Resources representative with questions about your access card or keys.

2. All building access card(s) and key(s) requests must be submitted through a service request. Department heads are required to sign off on requests for access cards and building keys.

3. Each employee is responsible for the security of all access card(s) and key(s) issued to them.

4. Use and Duplication of County Keys and Access Cards.

a) County issued building keys may not be duplicated.

b) The unauthorized use and duplication of county keys and access cards is prohibited.



## IV. Tenant Guidelines

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**A. The following tenant guidelines are intended to provide a list of facility related policies and procedures germane to tenant occupancy. For any requests for a variance to the policies and procedures or if special services are needed, please contact the O&M Office at (414) 278-4971.**

1. Construction

a) All requests for minor or major construction of the facility (for example, renovation and remodeling), reconfiguration of existing space, or increase or decrease of footprint, must be submitted as a service request.

2. Office Furniture

a) Submit service requests for new office furniture. DAS-FMD will review the service requests and can provide options to satisfy tenant needs, such as use of surplus furniture. DAS-FMD does not clean or repair office furniture. Contact the O&M Office at (414) 278-4971 to arrange for cleaning or repairing office furniture by a third-party vendor.

3. Heating/Air Conditioning Policy

a) For “too hot” and “too cold” calls, please submit a service request.

4. Janitorial/Housekeeping

a) Generally, cleaning is completed in the evenings. Day porters are on duty for restroom cleaning and restocking, emergency cleaning and general custodial issues.

b) For issues or questions about the janitorial services please contact the O&M Office at (414) 278-4971.

c) Special cleaning services are available upon request. Please submit a service request.

d) The janitorial staff is instructed not to touch any computers, papers, files, or records that are lying on desks, file cabinets, bookcases, or

personal items so please keep clear all areas to be cleaned. Do not store items on the floor as this makes it difficult for the housekeeping staff to clean your floor area. Do not remove paper towels, toilet tissue, and other janitorial supplies from restrooms or supply closets. All boxes or items too large for the "Trash Only" containers that are to be disposed of must be labeled as "TRASH".

e) The cleaning, maintenance, and repair of all personal property are the responsibility of the owner.

#### 5. Landscape Maintenance

a) For county owned buildings a majority of the grounds maintenance is provided by DAS-FMD. For issues or questions about landscape maintenance at county owned buildings please contact the O&M Office at (414) 278-4971.

#### 6. Light Bulbs

a) To report a burned-out light, please submit a service request.

b) Light bulbs in personal lamps are the responsibility of the occupant and must be disposed off-site.

#### 7. Mail Service/Shipping-Receiving

a) Mail Service

(1) Mail is delivered to all county owned and leased buildings. For information on how to receive and send mail please contact your department administrator.

b) Shipping and receiving

(1) In each county owned and leased building there is a designated area from which packages can be received or sent (UPS, USPO, FedEx, DHL, etc.). For information on how to receive and send packages please contact your department administrator.

c) Mail delivery of personal property is prohibited.

8. Moving of Heavy Items

- a) To request furniture or any other heavy items to be moved, please submit a service request.

9. Pest Control

- a) FMD contracts licensed pest control contractors. If you have questions or concerns, please contact the O&M Office at (414) 278-4971.

10. Record Retention, Storage and Shredding

a) Record Retention

- (1) It is the responsibility of each tenant for their record management including regulations regarding the length of time records must be kept.

b) Record Storage

- (1) Milwaukee County has agreements with third-party storage vendors to store Milwaukee County records off site for a fee when regulations allow.

- (2) Milwaukee County departments are to work directly with their departmental contact to obtain storage boxes, barcode labels and forms to be completed. The departmental contact coordinates pick up and retrieval services with the storage vendor.

c) Record shredding

- (1) There are shredding bins located in each county building. The shredding bins are for confidential documents only. Contact the O&M Office at (414) 278-4971 to request a bin for shredding of documents. If you have a large amount of confidential documents to be shredded, please contact the O&M Office.

11. Recycling

- a) Place items to be recycled in designated receptacles, located through County facilities. Do not place carts or containers in hallways that block corridors or emergency egress.

## V. Building Systems Policies and Programs

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### A. Building Heating, Ventilation and Air Conditioning Systems

1. Heating, ventilation, and air conditioning services are provided during the building hours of operation. Every effort is made to provide an even temperature and acceptable working environment throughout the building. Only DAS-FMD maintenance staff are authorized to make temperature control adjustments.

### B. Heating Energy Policy

1. Heating Policy. Milwaukee County Energy Policy is intended to hold heating season energy use in county buildings to the minimum level possible without adversely affecting county facility program operation. This policy is designed to strike a reasonable balance between minimum energy use and building occupant comfort. Energy conservation requires occupants to conserve energy during the heating season. This policy requires that space temperatures are reduced and non-critical systems are shut down during unoccupied periods. Buildings may be closed or portions of building activities relocated to other areas in order to achieve energy savings.

2. Winter Policy – Occupied Space. Occupied space temperatures are generally maintained at a maximum of 68° F.

3. Winter Policy – Unoccupied Space. Unoccupied space temperatures are generally maintained at or below 60° F. Systems that are not critical to maintaining the unoccupied setback temperature are shut down during unoccupied periods.

4. Winter Policy – Unused Normally Occupied Space. During periods where normally occupied spaces are not used during the daytime, weekends, or holidays, the above winter policy – unoccupied space procedures to minimize unnecessary energy use will be followed. Designated operational areas for vestibules, stairwells, machinery, and unoccupied storage spaces temperatures may be maintained at 60° F during the winter.

### C. Air Conditioning Policy

1. The standard operating procedures for Air Handling Units (AHU) conditioning systems is to be operated after the temperature in a building exceeds 76° F.

2. Summer Policy – Occupied Space. County facilities thermostats will generally be maintained at a 76° F minimum during the summer months. Stairways, storage areas, penthouses, mechanical rooms, and vestibules are not required to be air-conditioned.
3. Summer Policy – Unoccupied Space. Air conditioning systems will be shut down when the building is unoccupied.

**D. Energy Management Program**

1. For effective energy management, please turn off all office lights, personal computers, copiers, and printers at the end of each day, unless essential to the operation of the department’s mission or utilized by DAS-FMD to monitor the building systems.
2. Continuous Operating Computers. Computers that require continuous operation should have an uninterrupted power supply (UPS). Personal computers, copiers, and printers should be turned off at the end of each week day.

**E. Indoor Air Quality (IAQ)**

1. Building occupants should report a potential IAQ problem (e.g., smoke, dust, smells, mold, etc.) to DAS-FMD and describe the IAQ complaint and its effects on the occupants. Submit non-emergency IAQ concerns as service requests. For emergency situations call the O&M Office at (414) 278-4971.



# Milwaukee County

## Department of Administrative Services

### Facilities Management Division

# Building Rules

Building Rules for Milwaukee County Owned Buildings  
Managed by Facilities Management Division

- County Courthouse
- Criminal Justice Facility
- Public Safety Building
- Marcia P. Coggs Human Services Center
- Vel R. Phillips Youth and Family Justice Center
- Medical Examiner Office
- FMD Maintenance Support Site

# EXHIBIT C

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## EXHIBIT C

### A. Barrier Free Accessibility

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1. Sidewalks, driveways, entrances, vestibules, corridors, elevators, stairways, and fire escapes of a county owned or leased building must not be obstructed by the building occupants or used for any purpose other than ingress and egress. The National Fire Protection Association code for accessibility [Section 26-2.3.2] requires corridors or egress passageways kept clear at all times. Fire alarms, firefighting equipment stations, smoke or heat detectors, electrical and electronic panels, and mechanical rooms must be clear of obstructions at all times. Safety codes necessitate the immediate access to these spaces, and any delay in access could result in significant damage to property or individuals.
2. It is the intent of Milwaukee County to comply with the Americans with Disabilities Act (ADA), [Title II, Section 35.151], which outlines building alterations and new construction standards for the use of public facilities by individuals with disabilities. The ADA guidelines take precedence over State of Wisconsin Administrative Code Chapter SPS 361, except when the county codes shall be equal to or exceed the ADA standard specifications.

### B. Children

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1. Children must be accompanied by parents or guardians at all times when in Milwaukee County buildings and/or grounds.

### C. Electrical Appliances & Equipment

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1. Employees and tenants of Milwaukee County facilities need to use certain electrical appliances and equipment as part of their daily work activities. However, improper use of electrical appliances and equipment can waste energy, damage equipment, and/or create electrical shock and fire hazards.
2. **Definitions**
  - a) **Approved Break Area:** Space that is approved for the storage and preparation of food and beverages.

## EXHIBIT C

### DAS-FMD Building Rules

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- b) **Double-Insulated:** Electrical appliances and equipment that are encased in plastic to protect the user from electrocution if the tool develops a short circuit. Double- insulated devices typically feature a square-within-a-square logo or the words "double-insulated" printed on the label. Double-insulated devices also have a two- prong plug with no ground pin and one prong (neutral) that is wider than the other.
  - c) **Electrical Device Removed Tag:** Indicates that an electrical appliance or equipment has been removed and held in temporary storage on the premises by the Facilities Coordinator per these guidelines (see ENFORCEMENT).
  - d) **FM Approved:** Electrical appliance or equipment that meets industrial safety standards established by Factory Mutual Research Corporation.
  - e) **Facilities Coordinator:** Individual or organization directly responsible for managing the operations and maintenance of a Milwaukee County facility.
  - f) **Grounded:** Electrical appliances and equipment that have three prongs (hot, neutral, and ground).
  - g) **Private Office/Work Area:** Workspace that is accessible to and/or primarily used by an individual employee or tenant.
  - h) **UL Listed:** Electrical appliance or equipment that has been tested by Underwriters Laboratories Inc. (UL) and meets their published and nationally recognized Standards for Safety.
  - i) **Unauthorized Electrical Device Tag:** Indicates an electrical appliance or equipment may NOT be used on the premises per these guidelines (see ENFORCEMENT).
3. The following rules apply to the use of ALL electrical appliances and equipment:

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### DAS-FMD Building Rules

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- a) Use only for intended purpose, following manufacturer's instructions
  - b) Keep away from liquids and combustible materials
  - c) Ensure appliance or equipment is UL Listed or FM Approved
  - d) Ensure electrical cords are grounded or double-insulated
  - e) Do not use if greasy or filled with dust or debris
  - f) Inspect and clean on a regular basis
  - g) Do not use if physically damaged or altered
  - h) Do not use if unusual odor or sparks are produced
  - i) Read warning labels and leave labels attached
  - j) When possible, choose ENERGY STAR qualified products
  - k) When possible, enable "energy savings" mode
  - l) Appliances must be maintained in a neat and orderly fashion, and are to be turned off when not in use.
4. **Coffee Makers** may NOT be used in private offices/work areas. Coffee makers may be used in approved break areas. They must be plugged directly into a wall socket and unplugged when not in use.
5. **Extension Cords** present tripping, electrical shock, and fire hazards and thus may NOT be used on the premises without prior approval from your Facilities Coordinator. Approved extension cords are for temporary use only to complete a specific task and not to exceed one workday (also see Power Strips and Surge Suppressor Strips).
6. **Holiday Lights** may be used for a period not to exceed 90 calendar days, provided that the lights do not interfere with business activities. Holiday lights must be miniature, plugged directly into a wall socket, and unplugged when not in use. Candles or other sources of open flames may NOT be used at any time. All

## EXHIBIT C

### DAS-FMD Building Rules

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sources of electrical lighting and electrical components should be tested, labeled, listed and kept in good condition. All electrical components should be disconnected when the area is unattended or at the end of the day. All lights and extension cords must be UL approved.

7. **Hot Plates, Toasters, Toaster Ovens, Grills, and Microwaves** may NOT be used in private offices/work areas. These devices may only be used in approved break areas. They must be plugged directly into a wall socket, and unplugged when not in use.

8. **Portable Lamps** may be used for task lighting provided that the lamps use compact fluorescent or LED bulbs. The lamps may NOT use incandescent or halogen bulbs.

9. **Portable Space Heaters** may NOT be used on the premises. The County's standard is to maintain a minimum temperature of 68 degrees Fahrenheit and a maximum temperature of 76 degrees Fahrenheit during normal business hours. If temperatures in a workspace do not seem to be meeting this standard, please submit a service request.

10. **Power Strips and Surge Suppressor Strips** may only be used if they are equipped with internal circuit breakers (reset buttons). Power/surge suppressor strips may NOT be used in tandem ("daisy chained") with extension cords or other power/surge suppressor strips. Rather, power/surge suppressor strips must be used on their own and plugged directly into a wall socket (also see Extension Cords).

11. **Refrigerators** may NOT be used in private offices/work areas. Personal refrigerators in the workplace are strictly prohibited. Refrigerators may be used in approved break areas. Refrigerators must be plugged directly into a wall socket. Refrigerators that are UL approved and authorized by DAS-FMD should be set upon a plastic floor pad. One refrigerator per department is allowed, unless the department occupies multiple floors. Only frost-free refrigerators may be used and must be maintained and cleaned. Refrigerators must be cleaned out of foods that may spoil or are left in open containers at the end of each week.

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### DAS-FMD Building Rules

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12. **Vending Machines** may NOT be used in private offices/work areas. Vending machines must be plugged directly into a wall socket.
  
13. **Window Air Conditioning Units** must NOT be set to below 76 degrees Fahrenheit. Please file a service request if a window air conditioning unit is not cooling properly.
  
14. **Window Vents** must be clear of paper and other items so that air can freely circulate.
  
15. **Enforcement**
  - a) The Facilities Coordinator will perform random inspections of the premises during normal business hours to identify any unauthorized electrical appliances and equipment.
  
  - b) An unauthorized electrical appliance and equipment will be marked with an Unauthorized Electrical Device Tag. The owners of the tagged devices will be granted five business days to remove the devices from the premises.
  
  - c) Unauthorized electrical appliances and equipment remaining on the premises after the five allotted business days will be removed by the Facilities Coordinator and held in storage on the premises for 30 calendar days.
  
  - d) An Electrical Device Removed Tag will be placed near where the unauthorized device was found, stating how the owners may retrieve the device.
  
  - e) Removed devices that are not retrieved by the owners within the 30 allotted calendar days will be donated to charity or recycled.
  
  - f) Repeated violations of these guidelines may result in discipline, up to and including termination of employment.

## EXHIBIT C

### D. Energy Management

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1. Building occupants are not to adjust or make modifications to thermostats, diffusers, dampers, or any other part of the Heating, Ventilation, and Air-Conditioning Systems (HVAC). Only DAS-FMD staff is authorized to make temperature control adjustments.

### E. Firearms & Conceal/Carry Information

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1. Firearms are not allowed in County facilities.

### F. Food and Beverages

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1. Food Storage Requirements.
  - a) Perishable food (e.g. fruit, vegetables) storage is not permitted at desks or workstations. Store food and beverages in kitchenettes or other designated food storage areas. Supplies for coffee, tea, and foodstuffs must be stored in sealed plastic or metal containers only in the kitchenette or designated storage area.
2. Sanitation Requirements.
  - a) Keep all food preparation and storage areas clean and sanitary. Coffee grounds, tea leaves, or other perishable foods must be disposed in containers labeled – “Trash Only”. Please do not dispose of unwanted food into the kitchenette or restroom lavatories, drinking fountains, toilets, urinals, or other types of recycle containers. Do not wash dishware, silverware, and food containers in restroom lavatories. Beverage or liquid containers must be properly disposed of in the recycle receptacles, labeled for glass, plastic, and metal.
3. Tenants are responsible for cleanup of kitchenettes, break rooms, and other established food preparation areas at the end of each day.
4. Tenants are required to monitor food preparation. Failure to monitor or leaving food preparation appliances unattended may result in causing damage and creating fire alarms.

## EXHIBIT C

### DAS-FMD Building Rules

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5. Department heads will be responsible for the cleanup, repair, and restoration of a food preparation area if damaged.

### G. Furniture

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1. Non-County tenants must provide and maintain their own furniture.

### H. Hanging of pictures, boards, blinds, etc.

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1. Do not mark, paint, hang, or affix anything to the walls, windows, doors or elevators. Affixed items that deface the surface of the building will be removed and costs will be charged to the building occupant's department. No signs, displays, banners or similar items shall be visible through exterior windows.
2. Blinds on interior windows, door lites and side lites are not allowed without prior approval of DAS-FMD.
3. Posters and announcements are not to be placed in public areas without specific permission from DAS-FMD. Bulletins, notices, posters, articles, pictures, etc. shall not be attached to walls, windows, curtains, woodwork, wallpaper, or furniture in any fashion, other than those approved by DAS-FMD. Building occupants must utilize bulletin boards for information dealing with County permitted activities. All items posted by tenants for shall have an expiration date clearly printed.
4. Submit a service request for installation of items by DAS-FMD.

### I. Holiday Decorations

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1. Artificial trees must be of a nonflammable, noncombustible material or treated with a fire retardant. The appropriate labels must be made available to DAS-FMD before approval for use. Ordinary crepe paper decorations, and pyroxylin plastic decorations may be classified as highly flammable and will be removed by DAS-FMD.

## EXHIBIT C

### DAS-FMD Building Rules

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2. Artificial trees should be held upright in sturdy stands having a base that is broad enough to effectively support the tree against the surrounding activities. Anchorage and guide-wires may be necessary to steady oversized trees.
3. There will be no decorations suspended from the ceiling system.
4. Artificial holiday trees and decorations shall be located in such a manner that they do not impinge fire safety precautions and the route of egress. Trees and decorations must be located a safe distance from ignition sources such as electrical appliances or equipment.
5. No product, spray paint, flocking, etc., which will adhere to glass, walls, windows, or other building surfaces is permitted under any circumstances.

### J. Interior Signage

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1. Hand-lettered signs are not permitted in the building or in tenant areas, which are open to the public.
2. For all signage requests such as individual nameplates for offices and cubicles, departmental identification signage or changes in building directories, please submit a service request.

### K. Moped and Scooter Policy

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1. mopeds, scooters, skateboards, roller blades or skates, motorcycles, or vehicles of any kind are prohibited inside of any building, unless specifically permitted, such as mobility devices required for individuals with disabilities. mopeds and scooters must be stored outdoors in bike rack locations. Motorcycles, vehicles, or other motorized equipment must have a parking permit to use parking stalls where parking permits are required.

### L. Personal Property in County Office Buildings

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1. No tenant shall make leasehold improvements nor introduce alien material or personal property into county office buildings, facilities, or leased properties without the express written approval of DAS-FMD.



## EXHIBIT C

### DAS-FMD Building Rules

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2. Consistent with the responsibility to provide a “safe employment place,” DAS-FMD reserves the right to confiscate and dispose of any hazard to the life, health, safety, or welfare of employees or the public. Any personal property considered unsafe, a hazard to the building or occupants, improperly installed, or an obstruction to the maintenance of the building will be removed from the building.
3. No equipment, apparatus, or machines may be introduced into county office buildings, facilities, or leased properties, which fail to comply with safety requirements and buildings and are not approved by FM. Personal property that is allowed, especially appliances, must be in good working order and must comply with accepted industry standards of operation. All electrical appliances and equipment must contain an Underwriters Laboratory (UL) or Factory Mutual label of approval.
4. No personal property may be introduced into county office buildings, facilities, or leased properties if the operation of said property is dependent upon the electrical or other utility service of the building without the approval of DAS-FMD. Any connections to the building’s electrical, plumbing, or mechanical systems must comply with applicable county and federal codes and regulations. Excessive use of the building’s utility services, detrimental effect on the operations of the tenant department, or interference with building operations may result in the disconnection and/or removal of the personal property involved.
5. The transportation and installation of personal property will be the sole responsibility of the owner. Building maintenance personnel are not authorized to provide assistance.
6. The cleaning, maintenance, and repair of all personal property is the responsibility of the owner. DAS-FMD may remove personal property not properly cleaned and maintained from the building.
7. DAS-FMD will not replace or reimburse the owner(s) of lost, stolen, damaged, or destroyed personal property. County policy prohibits reimbursement or replacement of missing or damaged personal items. Individuals bringing personal items into the building are brought at their own

## EXHIBIT C

### DAS-FMD Building Rules

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risk. To report property considered stolen contact the Milwaukee County Sheriff's Office. For "Lost and Found" items, contact the O&M Office at (414) 278-4971.

8. DAS-FMD is not responsible for injuries suffered by building occupants, clients, or visitors caused by personal property.
9. All personal items must be secured in the employee's desk or locker at all times. Personal items are not to be stored in the restrooms.
10. The following are not allowed in buildings due to the health and safety of building occupants who may be chemical sensitive, suffer with allergy problems, or are potential fire hazards – heated potpourri pots, scented sprays, nail polish remover, and burning candles or incense.

### M. Pets

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1. No animals may be brought into or kept in any building, unless the animal is specifically permitted for an authorized county program, or is trained to assist a disabled or special needs person and is there to perform such services and is registered to do so. Fish or other aquariums are not permitted.

### N. Plants

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1. Plants are allowed in the building at the discretion of your department administrator. All plants must have watering trays and be well maintained by the individuals responsible for bringing them on site. No plants shall be set on floor, windowsills, fan coil units, or any other building equipment. Plants must not be larger than three feet tall or two feet across. Fertilizer or plant food must be stored in sealed containers with Material Safety Data Sheet(s) (MSDS). Diseased plants will be removed immediately by DAS-FMD at the owner's expense.
2. No hanging plants are allowed.

## EXHIBIT C

### **O. Restricted Access Areas**

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Access to building areas such as floor, wall, and ceiling panels, areas below the floors or above the ceilings, equipment and mechanical rooms, roofs, security or secured storage areas are restricted.

### **P. Smoking**

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1. County owned and leased office buildings are smoke free. Smoking is prohibited inside and within 30 feet of any building entrance. We ask that smokers please use the ash urns provided.

### **Q. Tenant and Public Use of Milwaukee County Property**

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1. Tenants may not use the occupied premises, or any part of it, for any purpose other than its intended use without the consent of DAS-Facilities Management Division (FMD). The use of rooms for sleeping or apartments is prohibited, unless they were constructed for this intended purpose.

Milwaukee County  
Lease Repair and Maintenance Responsibility Matrix

Tenant: Friedens Food Pantry  
Milwaukee County Facility Name: Hillview  
Milwaukee County Facility Number:

Task	Minimum Recurrence	Responsible Party <sup>1</sup>		Required documentation from Tenant
		Milwaukee County	Tenant	
<b>Janitorial and Cleaning Services<sup>2</sup></b>				
Trash collection (removed from Premises and placed in dumpster)	Daily		X	
Floor cleaning (light)	Daily		X	
Floor cleaning (heavy)	Weekly		X	
Window cleaning (interior to Premises)	Annually		X	
Restroom cleaning	Daily		X	
Roof cleaning	Annually	X		
<b>Site Maintenance<sup>2</sup></b>				
Trash collection (dumpsters)	Weekly	X		
Outdoor lighting	As Needed	X		
Landscaping	As Needed	X		
Grass cutting	As Needed	X		
Snow removal	As Needed	X		
<b>Preventive Maintenance Services<sup>3</sup></b>				
<b>Fire Protection Systems</b>				
<i>Fire alarm inspection and testing</i>	Annually	X		
<i>Fire sprinkler inspections</i>	Quarterly	X		
<i>Sprinkler system pump and full flow inspections</i>	Annually	X		
<i>Sprinkler system pipe inspections</i>	Five Years	X		
<i>Fire extinguisher inspections (within Premises)</i>	Annually		X	
<b>Electrical System</b>				
<i>Electrical switchgear cleaning and testing</i>	Annually	X		
<b>Plumbing System</b>				
<i>Grease interceptor cleaning</i>	Annually	X		
<i>Emergency eyewash station testing</i>	Annually	X		
<b>Heating, Ventilating, and Air Conditioning Systems</b>				
<i>Replace filters</i>	Annually	X		
<i>Lubrication</i>	Annually	X		
<i>Chiller inspections</i>	Annually	X		
<i>Chiller tubes punched</i>	Two Years	X		
<i>Chiller eddy current inspections</i>	Five Years	X		
<i>Boiler and pressure vessel inspections</i>	Annually	X		
<i>Hood inspections and cleaning</i>	Quarterly	X		
<b>Security Systems</b>				
<i>Security camera inspections</i>	Annually	X		
<i>Security system inspection and testing</i>	Annually	X		
<b>Horizontal and Vertical Transportation Systems</b>				
<i>Elevator inspections</i>	Annually	X		
<i>Escalator inspections</i>	Annually	X		
<i>Moving walkway inspections</i>	Annually	X		
<i>Dock lift inspections</i>	Annually	X		
<b>Code Compliance</b>				
ADA code compliance (within Premises)	Annually	X	X	
<b>Repairs<sup>4</sup></b>				
Repairs within Premises (not related to fixtures unless repair is needed due to Tenant's negligence)	As Needed		X	
<b>Major System Repairs</b>				
Building Shell (roof, windows, doors, foundation) Systems		X		
Building Interior Finish Systems		X		
Fire Protection Systems		X		
Electrical Systems		X		
Plumbing Systems		X		
Heating, Ventilating, and Air Conditioning Systems		X		
Security Systems		X		
Horizontal and Vertical Transportation Systems		X		
Exterior Systems		X		

<sup>1</sup>Indicate responsible party for each item

<sup>2</sup>If not already defined in a service level agreement

<sup>3</sup>Provide copies of service agreements, service logs, test reports and paid invoices

<sup>4</sup>Provide copies of repair drawings, construction contracts, O&M manuals and paid invoices



# CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

01/09/2024

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

**IMPORTANT:** If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must have ADDITIONAL INSURED provisions or be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

<b>PRODUCER</b> Church Mutual Insurance Company, S.I. 3000 Schuster Lane P.O. Box 357 Merrill WI 54452		<b>CONTACT NAME:</b> Church Mutual Insurance Company, S.I. <b>PHONE (A/C. No. Ext):</b> 1-800-554-2642 <b>FAX (A/C. No):</b> 855-264-2329 <b>E-MAIL ADDRESS:</b> customerservice@churchmutual.com	
		<b>INSURER(S) AFFORDING COVERAGE</b>	
		<b>INSURER A:</b> Church Mutual Insurance Company, S.I.	<b>NAIC #</b> 18767
<b>INSURED</b> FRIEDENS COMMUNITY MINISTRIES INC 1220 W VLIET ST MILWAUKEE WI 53205-2117		<b>INSURER B:</b> <b>INSURER C:</b> <b>INSURER D:</b> <b>INSURER E:</b> <b>INSURER F:</b>	

**COVERAGES****CERTIFICATE NUMBER:****REVISION NUMBER:**

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	<input checked="" type="checkbox"/> <b>COMMERCIAL GENERAL LIABILITY</b> <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: <input checked="" type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC OTHER:			0104135 25-617077	11/08/2023	11/08/2024	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 1,000,000 MED EXP (Any one person) \$ 5,000 PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 3,000,000 PRODUCTS - COMP/OP AGG \$ 1,000,000
	<b>AUTOMOBILE LIABILITY</b> <input type="checkbox"/> ANY AUTO <input type="checkbox"/> OWNED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> HIRED AUTOS ONLY <input type="checkbox"/> NON-OWNED AUTOS ONLY						COMBINED SINGLE LIMIT (Ea accident) \$ BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$
A	<input checked="" type="checkbox"/> <b>UMBRELLA LIAB</b> <input type="checkbox"/> <b>EXCESS LIAB</b> OCCUR CLAIMS-MADE DED RETENTION \$ 10,000			0104135 85-523253	03/24/2023	03/24/2024	EACH OCCURRENCE \$ 1,000,000 AGGREGATE \$ 1,000,000
A	<b>WORKERS COMPENSATION AND EMPLOYERS' LIABILITY</b> ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y/N <input type="checkbox"/>	N/A	0104135 07-614274	09/01/2023	09/01/2024	PER STATUTE OTH-ER E.L. EACH ACCIDENT \$ 500,000 E.L. DISEASE - EA EMPLOYEE \$ 500,000 E.L. DISEASE - POLICY LIMIT \$ 500,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

**CERTIFICATE HOLDER****CANCELLATION**

FRIEDENS COMMUNITY MINISTRIES INC

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE

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