

**AMENDMENT TO MANAGEMENT AGREEMENT
BETWEEN
MILWAUKEE COUNTY DEPARTMENT OF PARKS, RECREATION AND CULTURE
AND
JOURNEY HOUSE, INC.**

This Amendment to Management Agreement (“Amendment”) is made and entered into effective _____, 2017, by and between the MILWAUKEE COUNTY, a municipal corporation of the State of Wisconsin as represented by the DEPARTMENT OF PARKS, RECREATION AND CULTURE (the “County”) and JOURNEY HOUSE, INC. (“Operator”). Referenced together, the County and the Operator are “Parties” to this Amendment.

WHEREAS, County and Operator entered into a Management Agreement (“Agreement”) on July 1, 2012, for Operator to construct, operate, maintain and manage an NFL Football Field and Related Amenities in County’s Mitchell Park; and

WHEREAS, County and Operator wish to amend that Agreement to include Operator’s construction of new improvements to the ~~Premises~~ Property, including the installation of a lighted pathway, extension of water utility to a concession stand and field operations area, and installation of two gateway markers; and

WHEREAS, recognizing that Operator’s continued operation of said Football Field is advantageous to both agencies, the Parties do herewith, in consideration of mutual promises and other good and valuable consideration, agree as follows:

1. TERM: This Amendment shall run contemporaneously with the existing Agreement and any renewal terms contained therein.
2. PREMISES: Operator shall continue to use, operate, maintain, and repair the certain Property (as such term is defined in the Agreement), which Property is located within Mitchell Park (the “Park”) situated at 524 South Layton Boulevard in the City of Milwaukee, Milwaukee County ~~and agreed upon adjacent areas- (“Premises”)~~, as per the terms of existing Agreement. The ~~Premises- are~~ Agreement is hereby ~~expanded~~ amended to expressly include a permanent perpetual easement for the installation, construction, maintenance, repair, replacement, renovation, improvement, and operation of the New Improvements (as hereinafter defined), which easement shall terminate only upon the termination of the Agreement. The easement area is depicted on Exhibit A attached hereto (the “Easement Area”). The Easement Area is not included within the Property.
3. DEFINITIONS: Capitalized terms not otherwise defined herein shall have the same meaning as when used in the Agreement.
4. COUNTY RESERVATIONS. The Agreement provides that “Operator shall also provide for and encourage use of the field by non-members of Operator whether by groups such as Milwaukee Public Schools or by individual members or organizations of the public. Operator may, however, give priority to its own

programming.” Operator has set up a reservation system that is accessible to the public. Operator confirms that the County may use the reservation system or any similar system set up by Operator in the future to reserve use of the field on the same terms and conditions as similarly situated “Community Partners.” “Community Partners” are those organizations designated as such by Operator and which organizations may reserve the field at a discounted rate for other public users.

5. ~~4.~~ IMPROVEMENTS:

- a. Prerequisites: Operator’s plans to further improve the ~~Premises~~Property hereunder are contingent upon Operator securing funds in an amount of not less than one hundred percent (100%) of the estimated cost of the improvement to the ~~Premises~~Property, as more fully defined in Exhibit B (the “New Improvements”). All costs associated with the New Improvements, including disconnection and/or hookup of Utilities in conjunction with such New Improvements, shall be the responsibility of the Operator.
- b. Plan Approval: Only materials approved by County, which approval shall not be unreasonably withheld, conditioned or delayed, shall be used for New Improvements. Prior to the start of any construction of the New Improvements, Operator shall submit detailed construction plans and specifications to the County, together with the name of Operator’s proposed contractor(s), for review and approval. Submittals shall include, but not limited to, shop drawings containing product information and materials and products shall be approved by County, which approval shall not be unreasonably withheld, conditioned or delayed.
- c. New Improvements: Operator shall install, maintain, and operate the following New Improvements as more fully described in Exhibit B in accordance with the applicable conditions of Section 6 “CONSTRUCTION; ALTERATIONS and IMPROVEMENTS” of the Agreement ~~[Please review Section 6 and confirm we can comply]~~:
 - i. Five (5) light poles (the “Light Poles”) and supporting electrical utility;
 - ii. Two (2) gateway markers (the “Markers”); and
 - iii. Water and sewage utility.

6. ~~5.~~ OPERATIONS and MAINTENANCE

- a. Endowment Fund: In addition to the Fund contemplated in the Agreement for the maintenance of the Football Field and Related Amenities, Operator

shall establish an endowment fund (the “Secondary Fund”) of ~~\$7,000~~7,500 to repair, replace, and remove all of the New Improvements contemplated in this Amendment. Management of the Secondary Fund may include the establishment of an interest bearing account(s), changing investment strategies, monitoring account activity, and providing joint written approval of all payments from account assets, which approval by County shall not be unreasonably withheld, conditioned or delayed.

Notwithstanding the foregoing, Operator shall have the right to make withdrawals from the Secondary Fund without County’s approval, but upon notice to County, for the removal of the Light Poles and Markers. Any monies remaining on the Secondary Fund after completion of the removal and repair of any damage caused thereby shall be promptly refunded to Operator.

- b. Trash Removal: Operator shall be responsible for the collection and removal of trash, litter, and garbage within the Property. County and Operator shall cooperate to allow for the placement of trash, litter, and garbage into a dumpster or waste receptacle within Mitchell Park.
- c. Access. The Agreements provides that “. . . Operator shall have the use of the roads and pathways located within the Park for purposes of ingress and egress to and from the Property and the use of the restroom facilities and parking located within the Park on a first come, first served basis for parties using, operating or working at, the Property without permits or additional approvals and County waives any fees in connection therewith”. Operator agrees to keep vehicle traffic to the minimum level necessary to reasonably and efficiently operate the Property and to use golf carts or similar lighter vehicles when possible to reduce wear and tear on the roads and pathways.

- 7. ~~6-~~REMOVAL OF EQUIPMENT: Operator agrees to remove the Light Poles and Markers, at its sole cost and expense, initially by drawing on the Secondary Fund, at the termination of the Agreement, except to the extent that the County waives such removal in writing. Damage caused to the ~~Premises~~Property by any removal of the Light Poles and Markers or improvements to the ~~Premises~~Property will be repaired by Operator, at its sole cost and expense, initially by drawing on the Secondary Fund. If for any reason Operator does not comply in a timely manner with its obligations under this paragraph (which shall mean completion within sixty (60) days after termination) unless otherwise authorized in writing by the Director, then the County upon ten (10) days prior written notice to Operator may undertake such removal, dispose of, or retain such property as the County sees fit. It is mutually agreed that the County may recover from the Secondary Fund all reasonable costs incurred by the County in removing the New Improvements.

8. ~~7.~~ UTILITIES; LICENSES; FEES: County and Operator agree that Section 11 of the Agreement “UTILITIES; LICENSES; FEES.” shall apply to the new Improvements contemplated in this Amendment.
9. TARGETED ENTERPRISE PARTICIPATION: Section 20(c) of the Agreement is hereby deleted in its entirety and the following inserted in its place:
- (c) Targeted Enterprises. Operator shall commit that Targeted Enterprises (TEs) have an equal opportunity to receive and participate in the project and shall require that its contractors and subcontractors do the same, as required by the Targeted Enterprise section of Chapter 42 of the Milwaukee County Code of General Ordinances. Operator shall utilize good faith efforts to achieve its goal of a minimum of 25 percent TE participation for project costs relating to the hard construction costs.
10. ADA ACCESSIBILITY: Operator shall, at Operator’s expense, promptly comply with all laws, rules, and regulations applicable to Operator’s use of the Property so that the Property is not in violation of the American with Disabilities Act of 1990 and the Architectural Barriers Act of 1968 (the “ADA”) and, to the extent required by applicable law, such ADA compliance is approved by the Milwaukee County Office of Persons with Disabilities.
11. ~~8.~~ AGREEMENT: Other than any conflicting terms contained in this Amendment, all terms and conditions of the original Agreement shall remain in effect.

[SIGNATURE PAGE FOLLOW]

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

Journey House:

By: _____ Date: _____

Name Printed: _____

Title: _____

Milwaukee County Dept. of Parks, Recreation &
Culture

By: _____ Date: _____

Name Printed: _____

Title: _____

[SIGNATURE PAGES FOLLOW]

Approved with regards to County Ordinance Chapter 42:

By: _____ Date: _____
Community Business Development Partners

Reviewed by:

Approved for execution:

By: _____ Date: _____
Risk Management

By: _____ Date: _____
Corporation Counsel

Approved as to funds available per Wisconsin Statutes Sec. 59.255(2)(e):

By: _____ Date: _____
Comptroller

Approved:

By: _____ Date: _____
County Executive

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

By: _____ Date: _____
Corporation Counsel

~~SUBSTITUTE~~ EXHIBIT A

AMENDED PREMISES

EASEMENT AREA

EXHIBIT B

NEW IMPROVEMENTS

Document comparison by Workshare Compare on Thursday, March 16, 2017
10:46:04 AM

Input:	
Document 1 ID	\\wimkefs02\sjelenci\UserProfile\My Documents\NDEcho\Amendment to Management Agreement Between Milwaukee County Department of Parks, Recreation and .docx
Description	\\wimkefs02\sjelenci\UserProfile\My Documents\NDEcho\Amendment to Management Agreement Between Milwaukee County Department of Parks, Recreation and .docx
Document 2 ID	\\wimkefs02\sjelenci\UserProfile\My Documents\NDEcho\Amendment to Management Agreement Between Milwaukee County Department of Parks, Recreation and (1).docx
Description	\\wimkefs02\sjelenci\UserProfile\My Documents\NDEcho\Amendment to Management Agreement Between Milwaukee County Department of Parks, Recreation and (1).docx
Rendering set	standard

Legend:	
<u>Insertion</u>	
Deletion	
Moved from	
<u>Moved to</u>	
Style change	
Format change	
Moved deletion	
Inserted cell	
Deleted cell	
Moved cell	
Split/Merged cell	
Padding cell	

Statistics:	
	Count
Insertions	34
Deletions	28

Moved from	0
Moved to	0
Style change	0
Format changed	0
Total changes	62