

COPY

**AGREEMENT  
BETWEEN  
MILWAUKEE COUNTY  
DEPARTMENT OF PARKS, RECREATION AND CULTURE  
AND  
GRANDVIEW MANAGEMENT, INC.  
d/b/a  
ELLEN'S PRESTIGE CATERING**

This Agreement, made and entered into this 10 day of Dec, 2002, by and between MILWAUKEE COUNTY (hereinafter referred to as "County"), acting through its DIRECTOR OF PARKS, RECREATION AND CULTURE (hereinafter referred to as "DIRECTOR") and Grandview Management, Inc., d/b/a Ellen's Prestige Catering, contact: Jim Zilli, 613 N. Grandview Boulevard, Waukesha, WI 53188 (hereinafter referred to as "CATERER").

**WITNESSETH:**

Each party, in consideration of mutual promises, hereby agrees as follows:

1. The CATERER is authorized and permitted to provide catering service at the Miller Room within the O'Donnell Center (hereinafter referred to as "Miller Room") during private hall rentals. The CATERER shall have the exclusive right, except as otherwise provided in this agreement, to provide catered food service beginning on January 2003 and beverage service beginning on January 1, 2003 as delineated in Section 2 during private hall rentals at the Miller Room for term of this agreement, or agreement as extended. The DIRECTOR reserves the right to utilize its own concessionaire for Milwaukee County sponsored events at the Miller Room.
2. The term of this Agreement shall be: (a) for food service beginning on January 1, 2003, subject to the following exclusions: (i) any events scheduled for 2003 with other vendors, with verification by the County, where the Miller Room has been rented and a non-refundable deposit has been made with that vendor during the non-exclusive vendor policy period; (ii) for one event each year at the request of the Director for an ethnic vendor serving ethnic food ("Ethnic Vendor"); and (iii) for four events each year at the request of the Betty Brinn's Children's Museum to use the food vendor of its choice provided the dates which the Museum and Ethnic Vendor choose for such events do not conflict with a previously scheduled Miller Room event, and provided, further, rental fees, parking fees and all other costs related to the Museum's and Ethnic Vendor's parties will be the responsibility of the Museum or Ethnic Vendor, as applicable; (b) for exclusive beverage service beginning on January 1, 2003 (including, but not limited to, Museum and Ethnic Vendor events); (c) beginning January 1, 2004, this Agreement shall run concurrent with the Restaurant Operation Agreement assignment (from Impel, Inc.) to Grandview Management, Inc. d/b/a Ellen's Prestige Catering as it may be extended from time to time as authorized under that Restaurant Operation Agreement, with the express condition that this Agreement may not be assigned by the CATERER, or anyone else, without the prior written consent by the County, which, if granted at all, will be granted at the County's sole discretion; and (d) it is restated for clarity that the DIRECTOR reserves the right to utilize its own concessionaire for food and/or beverage service in the Miller Room for Milwaukee County sponsored events at the Miller Room.
3. It is mutually agreed that the CATERER will pay to the DIRECTOR the sum of eight (8) percent of all food and beverage sales resulting from the catering activities by CATERER in the Miller Room, with a minimum payment guarantee of \$24,000 per year, adjusted for inflation (based on the Consumer Price Index for the Milwaukee area). Food and beverage sales are exclusive of labor costs, gratuities and State Sales Tax. The CATERER will provide a breakdown between the amount for food service and the amount for beverage service on the check stub in addition to any other statements or reports required by this Agreement (the reason for this breakdown is to provide a simplified mechanism to assist the County in making the deposit). It is further agreed that the CATERER, with the approval of the DIRECTOR, may make improvements, repairs and purchase equipment for the Miller Room and other similar improvements to benefit O'Donnell Park, including but not limited to creating restrooms in the restaurant, in lieu of making payments in excess of the minimum guarantee for the sales commission provision in this Agreement. The DIRECTOR shall have

sole authority to approve such purchases, which approval must be in writing and in advance of any purchase, and any such purchases must be fully documented with receipts. Materials and labor can qualify, but only additional labor costs paid to a third party contractor, not wages paid to the CATERER. Only a dollar for dollar credit will be approved and the CATERER cannot add on any costs for administration. However, larger improvements may be credited against future payments due the County with the approval of the DIRECTOR (as an example, recovery of the provision of restrooms in the restaurant may be spread over more than one year).

4. The CATERER acknowledges and agrees to utilize Coca Cola products at the Miller Room during the term of the existing exclusive Coca Cola contract with the Parks Department.
5. Checks shall be made payable to the Milwaukee County Treasurer and mailed or delivered to Milwaukee County Department of Parks, Recreation and Culture, Special Event's Office, 9480 Watertown Plank Road, Wauwatosa, Wisconsin, 53226, by the due date, or to such other address or office as may be specified by the County from time to time. Payments shall be accompanied by monthly reports as required in Section 16.
  - (a) Interest. Unless waived by the County Board of Supervisors, CATERER shall be responsible for payment of interest on amounts not remitted in accordance with the terms of the agreement with Milwaukee County. The rate of interest shall be the statutory rate in effect for delinquent County property taxes (presently 1% per month or fraction of a month) as described in Subsection 74.80(1) Wis. Stats. 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, CATERER may be responsible for payment of penalty on amounts not remitted in accordance with the terms of the Agreement with Milwaukee County, as may be determined by the administrator of this Agreement, or his designee. Said penalty shall be the statutory rate in effect for delinquent County property taxes (presently .5% per month or fraction of a month) as described in Milwaukee County Ordinance Subsection 6.06(1) and Subsection 74.80(2), Wis. Stats. 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 the annual report required herein, additional amounts are disclosed to be due and owing to Milwaukee County; interest and penalty shall be calculated thereon in accordance with the above method. CATERER shall remit to Milwaukee County any additional amounts identified due and owing for the audit, including interest and penalty thereon, within thirty (30) days following receipt of report by Milwaukee County.
  - (d) Nonexclusivity. This provision permitting collection of interest and penalty by Milwaukee County on delinquent payment is not to be considered Milwaukee County's exclusive remedy for CATERER's default or breach with respect to delinquent payment. The exercise of this remedy is not a waiver by Milwaukee County of any other remedy permitted under the Agreement, including but not limited to termination of this Agreement.
6. **EMPLOYEES:** The CATERER shall pay, at its own cost and expense, a sufficient number of employees to adequately serve the public. The CATERER shall provide all salaries for employees, withholding of State and Federal taxes, Social Security tax and shall provide Work's Compensation and all other prerequisites of the employee/employer relationship.
7. **EQUAL EMPLOYMENT OPPORTUNITY CERTIFICATE FOR MILWAUKEE COUNTY CONTRACTS:** In accordance with Section 56.17 of the Milwaukee County General Ordinance and Title 41 of the Code of Federal Regulations, Chapter 60, CATERER certifies to MILWAUKEE COUNTY as to the following and agrees that the terms of this certificate are hereby incorporated by reference into any contract awarded.
8. Non-Discrimination: CATERER certifies that it will not discriminate against any employee or applicant for employment because of race, color, national origin, age, sex, or handicap which includes but is not limited to the following: employment, upgrading, demotion or transfer, recruitment or recruitment advertising;

layoff or termination: rates of pay or other forms of compensation; and selection for training including apprenticeship. The CATERER will post in conspicuous places, available for employment, notices to be provided by the County setting forth the provisions of the non-discriminatory clause. A violation of this provision shall be sufficient cause for the County to terminate the contract without liability for the uncompleted portion or for any materials or services purchased or paid for by the contractor for use in completing the contract.

9. Affirmative Action Program: CATERER certifies that it will strive to implement the principles of equal employment opportunity through an effective affirmative action program, which shall have as its objective to increase the utilization of women, minorities and handicapped persons and other protected groups, at all levels of employment in all divisions of the seller's work force, where these groups may have been previously under-utilized and under-represented. The CATERER also agrees that, in the event of any dispute as to compliance with the aforesaid requirements, it shall be her responsibility to show that he has met all such requirements.
10. Non-Segregated Facilities: CATERER certifies that it does not and will not maintain or provide for its employees any segregated facilities at any of its establishments and that it does not permit its employees to perform their services at any location under its control where segregated facilities are maintained.
11. Subcontractors: CATERER certifies that it has obtained or will obtain certifications regarding non-discrimination, affirmative action program and non-segregated facilities from proposed subcontractors that are directly related to any contracts with Milwaukee County, if any, prior to the award of any subcontracts, and that it will retain such certification in its files.
12. Reporting Requirement: Where applicable, CATERER certifies that it will comply with all reporting requirements and procedures established in Title 41 Code of Federal Regulations, Chapter 60.
13. Affirmative Action Plan: CATERER certifies that, if it has 50 or more employees, it has filed or will develop and submit upon request for each of its establishments a written affirmative action plan. Current Affirmative Action plans, if required, must be filed with any one of the following: The Office of Federal Contract Compliance Programs or the State of Wisconsin, or the Milwaukee County Department of Audit, Room 319, Courthouse Annex, 907 North Tenth Street, Milwaukee, Wisconsin. If a current plan has been filed, indicate where filed \_\_\_\_\_ with Milwaukee County Department of Audit \_\_\_\_\_ and the contractors who have 50 or more employees to establish similar written affirmative action plans.
14. Employees: CATERER certifies that it has \_\_\_164\_\_\_ employees in the Standard Metropolitan Statistical Area (Counties of Milwaukee, Waukesha and Ozaukee, Wisconsin) and \_\_\_164\_\_\_ employees in total.
15. Compliance: CATERER certifies that it is not currently in receipt of any outstanding letters of deficiencies, show cause, probable cause or other such notification of noncompliance with EEO regulations.
16. LICENSE FEES AND TAXES: The CATERER shall secure and pay for all Federal, State and local licenses and permits as well as pay all sales and excise tax required for the operation of the food and bar service at the Miller Room.
17. MENU AND PRICES: Menu, sales items and related prices shall be established with the approval of the DIRECTOR or her designee as mutually agreed upon. Prices may not be increased without prior written approval of the DIRECTOR or her designee, which shall not be unreasonably withheld.
18. MARKETING AND PROMOTION: The CATERER shall consult with the DIRECTOR on all promotion materials developed. Distribution of the promotional materials shall be mutually agreed upon by the CATERER and DIRECTOR. For its part, the DIRECTOR agrees to promote the Miller Room in appropriate Park publications and in Park locations, including in the lobby of the Miller Brewing Company Pavilion at O'Donnell Park.
19. EQUIPMENT: The CATERER shall be responsible for providing all additional equipment necessary to provide food catering at the Miller Room. The equipment provided by both the DIRECTOR and the CATERER shall remain the respective property of each provider.

20. **CLEANING PREMISES:** The CATERER shall be responsible for removing all dishes, glassware, linens and table furnishings after each of CATERER'S event in a timely manner. The DIRECTOR shall be responsible for the daily cleaning of the Miller Room and for the set-up and take-down for catered events.
21. **CATERING KITCHEN:** The CATERER shall have exclusive use of the catering kitchen and shall be responsible for its security while the premises are under control of the CATERER. The CATERER shall be responsible for performing all duties necessary to properly maintain the food service area in a clean orderly condition satisfactory to the DIRECTOR or her designee.
22. **DISPOSAL OF GARBAGE:** The DIRECTOR will be responsible for the removal of rubbish, trash, and garbage provided that the CATERER accumulates such trash at given points and at given times under the direction of an authorized representative of the DIRECTOR. The CATERER shall be responsible for furnishing trash receptacles located in the Miller Room. The CATERER shall abide by the recycling laws of the State of Wisconsin and shall remove all recyclables from the site.
23. **FINANCIAL RESPONSIBILITY:**
- A. To the fullest extent permitted by law, the CATERER agrees to be financially responsible for all loss or expense, including costs and attorney's fees by reason of liability for damages, including suits at law or in equity, caused by any wrongful, intentional, or negligent acts or omissions of the CATERER or its (their) agents which may arise out of or are connected with the activities covered by this agreement.
  - B. CATERER shall purchase and maintain Comprehensive General Liability Insurance that includes and/or endorses the Comprehensive General Liability to Broad Form coverages (including but not limited to: products liability, completed operations, premises and operations, personal injury liability, broad form caterer's endorsement, independent contractors liability, contractual liability, personal injury endorsement and fire legal liability, automobile liability, and Workers Compensation Insurance).
    - i. Limits of one million dollars (\$1,000,000) per occurrence for bodily injury and property damage.
    - ii. A two million (\$2,000,000) aggregate limit must be provided if a claims-made form is presented and an occurrence policy is not maintained.
  - C. CATERER shall purchase Comprehensive Automobile Insurance in a Business Automobile Policy form that includes any owned, hired and non-owned automobiles with limits of \$1,000,000 combined single limits.
  - D. DIRECTOR shall receive, six weeks prior to the commencement of the contract term, certificates of insurance before such CATERER begins its responsibilities outlined herein.
  - E. DIRECTOR shall be named as additional insured, as its interest may appear as it relates to this contract.
  - F. CATERER and its insurers waive their rights of subrogation against Milwaukee County as it relates to actions arising out of this contract.
  - G. A cross liability endorsement will be added to the certificate of insurance when it specifies Comprehensive General Liability Insurance.
  - H. CATERER will carry Workers Compensation Insurance with statutory limits and employers liability with a minimum of \$100,000/\$500,000/\$100,000.

- I. CATERER's coverages shall be with an insurance company rated "A" per Best's Key Rating guide.
- J. CATERER's coverages shall be placed with an insurance company approved by the State of Wisconsin.
- K. All such proof of insurance required herein shall state that sixty (60) days written notice will be given to the DIRECTOR, by service of such notice upon the DIRECTOR, before any insurance is materially changed, canceled or limits are markedly reduced.
- L. It is understood that CATERER and DIRECTOR agree that such coverages will be extended for two years if coverage is written on a claims-made basis and for products and completed operation.
- M. Additional information as to policy form, retroactive date discovery provisions, and applicability retentions shall be submitted to the DIRECTOR, if requested, to obtain approval of insurance requirements. Any deviations, including use of purchasing groups, risk retention groups, etc., or requests for waiver from the above requirements shall be submitted in writing to the DIRECTOR for approval prior to the commencement of activities under this agreement.
- N. CATERER shall be held harmless from and against any and all claims, losses and expenses arising out of or related to the MUSEUM'S or ETHNIC VENDOR'S use of the Miller Room.

24. **TERMINATION:** This Agreement may be terminated at the discretion of the DIRECTOR in the event of CATERER'S failure to substantially perform its obligations under this Agreement. The DIRECTOR or her designee shall notify the CATERER in writing of the reason(s) for termination. The CATERER shall be given thirty (30) days to correct the problems(s). Failure to make the correction within the specified time will result in termination. Such termination shall be in writing (stating specifically the obligations, conditions or terms not substantially performed) and shall be effective on the date specified in the notice, which date shall be no less than thirty (30) days after receipt of such notice by the CATERER. If the circumstances so warrant, said thirty (30) day period referred to above may be extended at the option of the DIRECTOR for such additional time as may be reasonably required for the CATERER to perform and cure said default. Termination shall be effective on the date specified in the notice, which date shall allow for any grace period as specified in this paragraph. The CATERER shall maintain the highest standards of service and will work diligently to achieve that goal, including resolution of any conflicts with clients. Such resolution of any conflicts shall rest with the CATERER. This provision notwithstanding, in the highly unlikely event of substantial and/or continued conflicts of substance with clients, the DIRECTOR, working with the CATERER to the extent possible, will develop a corrective plan of action and a timetable for implementation of the plan together with measurable objectives to be achieved. A failure to achieve those objectives may, at the DIRECTOR's sole discretion, result in the termination of this agreement. The DIRECTOR will allow a reasonable period of time for implementation of corrections.
25. The CATERER shall maintain sales records relative to all food service operations covered by this Agreement. CATERER shall prepare and furnish monthly financial statements and reports in a format prescribed by the DIRECTOR.
26. CATERER shall use acceptable bookkeeping and accounting procedures pertaining to the preparation of said described records and reports. Said described monthly financial statements and sales records shall be delivered not later than fifteen (15) days following the end of each month covered by this Agreement. Said described records and reports shall cover all areas of the food service operation. The DIRECTOR shall have the right to inspect, review and audit, at any time upon reasonable notice, all books and records of the CATERER relative to the food service operation as described and provided by CATERER under this Agreement.
27. **FINANCIAL STATEMENTS:** CATERER shall furnish the DIRECTOR with a copy of its year-end sales and revenue statements within thirty (30) days of their completion, but not later than March 1 of the succeeding year. CATERER shall fully cooperate with the DIRECTOR, Milwaukee County's Audit Department and any Milwaukee County-authorized independent auditors in the evaluation of internal controls, in the evaluation

of CATERER's compliance with the provisions of this Agreement and in the performance of their respective auditing responsibilities.

28. OTHER CONDITIONS: Each party agrees that it will perform its obligations under this Agreement in accordance with all applicable laws, governmental rules and regulations now or hereinafter in effect.
29. If any provision of this Agreement is found to be illegal or unenforceable, the remaining provisions of this Agreement shall not be affected thereby, and shall remain in full force and effect as though the illegal or unenforceable provisions were not contained herein; provided that, if said illegal or unenforceable provisions go to the heart of this Agreement, then the Agreement is terminated, subject to the provisions of Section 24.
30. Neither party shall be responsible for delays or failures in performance as a result of an Act of God, war, civil disturbance or other cause beyond a reasonable control of such party, and such failure to perform shall not be grounds for termination or default, except as provided in Section 24 or otherwise stated herein.
31. It is hereby agreed that the CATERER is an independent Contractor and is not, for any purpose whatsoever, an employee or subcontractor of Milwaukee County or the DIRECTOR. No employee or subcontractor of the CATERER shall be considered an employee or subcontractor of Milwaukee County or the DIRECTOR.
32. No amendment of any kind shall be made to this Agreement, or to any of the Exhibits attached hereto, unless made in writing and signed by Milwaukee County/the DIRECTOR and by an authorized representative of the CATERER.
33. The CATERER at all times and without exception or exclusion shall be responsible for obtaining any and all permits, licenses, and approvals required to conduct business in the Miller Room and, as required, at O'Donnell Park during the entire life of this agreement.
34. The County shall not be liable for any business interruption or inconvenience at the site beyond prorated forgiveness of compensation otherwise due the County from the CATERER. The County will strive to avoid disruption of normal business by the CATERER at the Miller Room. However, the CATERER and the County acknowledge that there may be times when emergency repairs are needed, public safety concerns need to be addressed or there are other actions that the County must take in the public interest that may cause disruption of business by the CATERER.
35. The CATERER, in accepting this exclusive Agreement agrees to act diligently and in good faith to maximize the utilization of the Miller Room. It is expected that rentals and catering business will be expanded as a result of this agreement. However, in the unlikely event that business declines below the current level (based on average revenue for a three year period, adjusted for inflation), the CATERER and the County agree that, after discussions between the County and CATERER, the County may elect to terminate the exclusive provisions of this Agreement and continue the CATERER as the preferred vendor (which means that the CATERER will have a reasonable period to book the Miller Room in advance of other vendors based on normal advanced rentals for similar purposes in the Milwaukee area and then the DIRECTOR may, at the DIRECTOR's sole discretion and option, permit other vendors to provide services).
36. The DIRECTOR may, at the DIRECTOR's sole discretion and under procedures to be established by the DIRECTOR, allow the CATERER to directly book the Miller Room. In this event, the CATERER will charge rental fees according to a schedule to be provided by the DIRECTOR and all rental revenue will be due the County.
37. This Agreement is made pursuant to, and shall be construed in accordance with the laws of the State of Wisconsin.
38. It is expressly agreed that this Agreement embodies the entire Agreement of the parties in relation to the subject matter hereof and that no other Agreement or understanding regarding the Miller Room exists between the parties at the time of the execution of this Agreement.

39. All notices with respect to this Agreement, including required DIRECTOR approvals, shall be in writing. Except as otherwise expressly provided in this Agreement, a notice shall be deemed duly given and received upon delivery, if delivered by hand, or three days after posting, if sent by registered mail, return receipt requested, to the party as addressed as follows:

Grandview Management, Inc.  
D/b/a Ellen's Prestige Catering  
Contact: Jim Zilli  
613 N. Grandview Boulevard  
Waukesha, WI 53188

Milwaukee County Dept. of Parks,  
Recreation & Culture  
Director of Parks  
9480 Watertown Plank Road  
Wauwatosa, WI 53226

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

IN WITNESS WHEREOF, the parties hereto have set their hands as of this 10 day of DEC, 2002.

In Presence of: Grandview Management, Inc.  
d/b/a Ellen's Prestige Catering

Paul Raasch By Jim Zilli  
Jim Zilli

In Presence of: MILWAUKEE COUNTY DEPT. OF  
PARKS, RECREATION AND CULTURE

[Signature] By Susan L. Baldwin  
Susan L. Baldwin, Director

Reviewed By Corporation Counsel

[Signature]

Reviewed by Risk Management

John P. Rath 12-03-02

**Grandview Management Inc.**  
"Excellence for 4 Generations"

COPY

October 2, 2003

Jack Takerian, Director  
Milwaukee County Dept. of Parks,  
Recreation and Culture  
9480 Watertown Plank Road  
Wauwatosa, WI 53226

**Re: Marketing the Harbor Lights and Miller Rooms at O Donnell Park**

Dear Jack:

This letter will set forth the understanding of Grandview Management, Inc. ( Grandview ) and Milwaukee County Department of Parks, Recreation & Culture ( County ) in regard to the respective rights and responsibilities of the parties in the promotion and marketing of the Miller Room and Harbor Lights Room.

Grandview shall recruit, train and employ a salesperson to promote the Miller Room and Harbor Lights room ( Venues ). Among the duties of the salesperson shall be to answer telephone inquiries regarding the Venues, show the Venues to prospective renters and answer questions the renters may have regarding the set-up of the Venues. Grandview will provide a dedicated phone line, office equipment, furnishings and supplies necessary for the salesperson to perform such duties. Grandview will also train additional personnel to assist prospective renters during certain periods when the salesperson is on vacation or otherwise unavailable.


Grandview shall develop and implement a marketing campaign for the Venues. The County shall have the right to review the marketing materials and provide its input into such marketing program.

The County and Grandview shall share use of the Promontory Pavilion. Grandview may rent a Venue for use by Grandview customers Monday through Thursdays, at a rental rate of Two Hundred Dollars (\$200.00) per day but such rate shall not apply to more than twenty (20) days within a given calendar year. County may, at its sole discretion, allow Grandview additional rentals under this provision. County will modify its rental fee to allow renters of the Harbor Lights Room to also use the Garden Space at no additional charge.

Zilli's  
**Grandview Inn Restaurant**  
Contemporary White Linen Restaurant  
(262) 549-3824



**THEURICH** CATERING  
Founder of National Off-Premise Caterers  
Roundtable Association  
(262) 547-9447

**MANCHESTER EAST HOTEL & Suites**   
Full Service Upscale Hotel  
7065 N. Port Washington Road • Milwaukee • (414) 351-6960



**Grandview Management Inc.**  
"Excellence for 4 Generations"

The guaranteed commission schedule under the contracts between Grandview and the County for the Venues shall not be altered by the Agreement. The County shall continue to receive a minimum of \$84,000 per year as specified in such contracts. However, in determining whether any additional commission is payable to the County under the contracts for the Venues, Grandview shall have the right to deduct the cost of labor associated with fulfilling the sales function at O Donnell Park in the amount of \$40,000 per year. County will not be required to reimburse Grandview if the costs incurred by Grandview in marketing and leasing the Venues exceed the additional commissions payable to County.

All room rental fees shall be remitted to the County in accordance with the County's schedule for payment of such fees. Grandview shall provide the County with a monthly summary of room rentals and reservations. Grandview shall not accept any room reservations for a date in excess of eighteen (18) months from the date of the reservation without prior authorization by the County.

Grandview shall permit the Betty Brinn Children's Museum to tentatively reserve the Miller Room for up to six (6) days a year. If Grandview receives a rental request for the Miller Room for one of the six (6) dates previously reserved by the Children's Museum, Grandview shall first contact the Children's Museum to determine whether the Children's Museum intends to use the Miller Room on such date. The Museum may, within 48 hours of said notification by Grandview, confirm its reservation by delivering to Grandview a check for the appropriate room rental fee. If the Museum does not so confirm its reservation, the date will be released and available for rental by other customers. In any case, any date tentatively reserved by the Museum will be released for rental by other customers if the Museum has not confirmed its rental 90 days prior to the date in question.

The County agrees that it shall exercise good faith efforts to obtain funding to renovate the Miller Room d cor.

This Agreement shall commence on October 1, 2003 and continue through September 29, 2004. If at the end of said initial term this arrangement has resulted in additional revenue to the County, it is the Director's intent to propose that the County enter into a longer-term agreement with Grandview.

In the event that either party shall fail to comply with the terms of this agreement, the dissatisfied party shall notify the other in writing, specifying, in detail, the alleged event of default and such notice shall provide not less than 30 days from receipt of the notice to

Zilli's  
**Grandview Inn Restaurant**  
Contemporary White Linen Restaurant  
(262) 549-3824



**THEURICH**   
Founder of National Off-Premise Caterers  
Roundtable Association  
(262) 547-9447

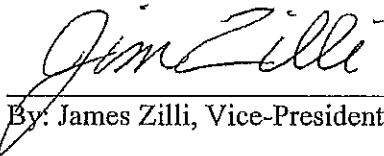
**MANCHESTER EAST HOTEL & Suites**   
Full Service Upscale Hotel  
7065 N. Port Washington Road • Milwaukee • (414) 351-6960

**Grandview Management Inc.**  
"Excellence for 4 Generations"

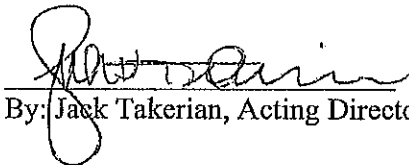
correct the alleged default. If the default is not cured within that time, either party may terminate this agreement upon 30 days written notice to the other party given after the expiration of the thirty-day cure period. The termination of this agreement shall not terminate or in any manner alter the food and beverage service contracts between Grandview and the County for the Venues.

Please signify your acknowledgement of the foregoing by signing below.

**Grandview Management, Inc.**

  
By: James Zilli, Vice-President

**Milwaukee County Department of  
Parks, Recreation and Culture**

  
By: Jack Takerian, Acting Director

APPROVED AS TO FORM

  
CORPORATION COUNSEL

Zilli's  
**Grandview Inn Restaurant**  
Contemporary White Linen Restaurant  
(262) 549-3824

**MANCHESTER EAST HOTEL & Suites**   
Full Service Upscale Hotel  
7065 N. Port Washington Road • Milwaukee • (414) 351-6960

 ELLEN'S  
PRESTIGE  
CATERING  
"Experience  
the Elegance"

**THEURICH**   
Founder of National Off-Premise Caterers  
Roundtable Association  
(262) 547-9447

Members: • Greater Milwaukee Convention & Visitors Bureau • Sales and Marketing Executives of Milwaukee • Metropolitan Milwaukee Association of Commerce  
• American Culinary Federation • National Institute for Off Premise Catering • Wisconsin Restaurant Association • International Special Events Society • Meeting Planners International  
• Executive Women International • International Food Service Executives • National Association of Catering Executives • National Restaurant Association

**Memorandum of Understanding**  
**between**  
**Milwaukee County, Department of Parks, Recreation and Culture**  
**and**  
**Grandview Management, Inc.**

This Memorandum of Understanding (MOU) is made this 17<sup>th</sup> day of April 2007 between Milwaukee County, Department of Parks, Recreation and Culture ("County") and Grandview Management, Inc. ("Grandview"). Referenced together, the County and Grandview Management are the "Parties" of this MOU.

**WITNESSETH:**

WHEREAS, in September 1995 Milwaukee County "County" entered into a lease agreement with Impel, Inc. for the operation of a restaurant at O'Donnell Park "Restaurant Lease"; and

WHEREAS, in October, 2002 the County approved an Assignment of Lease between Impel, Inc. and Grandview Management, Inc., d/b/a Ellen's Prestige Catering to operate the site as the "Coast Restaurant" for the remainder of the term of the Restaurant Lease; and

WHEREAS, in December, 2002, the County entered into an agreement with Grandview Management, Inc., d/b/a Ellen's Prestige Catering to provide exclusive rights for food and beverage catering in the Harbor Lights Room at the downtown Transit Center at O'Donnell Park with the term of the agreement to expire on December 31, 2006 "Harbor Lights Agreement"; and

WHEREAS, in December, 2002, the County entered into an agreement with Grandview Management, Inc., d/b/a Ellen's Prestige Catering to provide exclusive rights for food and beverage catering in the Miller Room at O'Donnell Park, with the term of the agreement to run concurrent with that of the Restaurant Lease "Miller Room Agreement"; and

WHEREAS, in October, 2003, the Parks Department entered into a Letter of Agreement authorizing Grandview to employ a salesperson to promote the Harbor Lights and Miller Room venues due to budgetary cutbacks which eliminated a Parks employee previously providing this service; and the intent of the Parties was to renew the Letter Agreement on an annual basis "Letter Agreement" (which renewal has not been formalized) and:

WHEREAS, in January, 2006, the County entered into an agreement with Grandview Management, Inc., d/b/a Ellen's Prestige Catering to provide beverage catering at the Mitchell Park Domes with the term of the agreement to expire on December 31, 2006 "Domes Agreement"; and

WHEREAS, in April, 2006 the Milwaukee County Department of Audit completed an audit of Parks Facilities Leases, recommending a number of substantive changes to the agreements with Grandview Management; and

WHEREAS, because the above cited agreements were written at different times and by different staff personnel, there is no uniformity among the terms and conditions, nor operating procedures associated with each of the agreements, creating ambiguity in the interpretation and compliance with their terms; and

WHEREAS, the Parties desire to address any conflicts between the terms of the above-cited agreements and resolve any ambiguities in the agreements regarding the Coast Restaurant, patron parking, the booking and rentals of the Miller and Harbor Lights Rooms, and the catering services at the Mitchell Park Domes; and

WHEREAS, the Parties wish to assure the continued success and growth of these venues and understand that a harmonious partnership is mutually beneficial to the Parties and to the clients and public, which these venues serve;

NOW THEREFORE, for valuable consideration given and received by the County and Grandview Management, the receipt of which is hereby acknowledged by all parties, the Parties enter into this Memorandum of Understanding:

### **Management and Operating Procedures**

#### **Term of the MOU**

This MOU will become effective upon the later of its approval by the County Board of Supervisors AND the date of signing by both Parties. The MOU shall have an expiration date of the later of December 31, 2007, or the signed award of successive agreements to either Grandview Management (including any of its associated or parent companies) or the award to any other caterer, vendor, or company as the result of a competitive Request for Proposal.

#### **Yield Management Pricing for Harbor Lights and Miller Rooms**

The Parties agree to utilize a "Yield Management" model for the pricing of the Harbor Lights and Miller Rooms during off-peak times. Yield Management is herein defined as rental costs that are determined based upon demand for bookings during various times of the year. Bookings of these rooms are much higher in April through early November, and significantly lower November through March.

The following rates shall be applied, based upon previous sales and market analysis. Changes to the rates will be as agreed upon between the Parties from time to time.

- Both rooms to be priced the same.
- High season: 4/1 – 11/15                      \$1,300 for each room
- Low season: 11/16 – 3/31                      \$ 500 for each room

It is anticipated that parking revenue will increase annually due to additional bookings.

#### North and South Gardens

Grandview Management will assume exclusive responsibility for all catering, booking, and managing events in the North and South Gardens. Grandview will work with the County to develop website applications to support that marketing effort. The events at the Gardens will be catered by Coast. The revenues generated by the North and South Gardens will be included in the 3% commissions on annual sales over \$2.5 million included in the Coast Restaurant revenue and collected as rent under the Restaurant Lease.

#### Mitchell Park Domes

Grandview Management will assume exclusive rights for all food and beverage catering at the Mitchell Park Domes. County will continue to receive a 30% commission on the sale of all beverages. In lieu of paying a commission on the food sales, Grandview agrees to provide adequate personnel to conduct site tours and booking arrangements. Grandview further agrees to coordinate the booking responsibilities between the Mitchell Park and O'Donnell Park sites through the use of websites and dedicated phone lines. The Parties agree to continue to subtract the estimated \$40,000+ cost savings to the Parks from the annual commissions over the guaranteed minimums, as provided for in the 2003 Letter of Agreement.

#### Sales Activities and Support

The Parties agree to work cooperatively to promote bookings and sales at all locations through the sharing of technology, client lists and website development.

#### Definition of food and beverages

The definition of food and beverages upon which commissions are to be paid will apply solely to "food" and "beverages" as is currently the case. Pass-through rentals of furniture, tableware, and other non-food products will remain exempt from commission payments.

#### Refunds

Grandview Management will continue to use its discretion in the providing of refunds due to client dissatisfaction with the event. In order to improve customer service on the part of both Grandview and Parks staff, Grandview will provide written reports of any such refunds to Parks management on a timely basis.

#### Annual Audit

Prior to April 15 of each year, Grandview agrees to provide the Parks Director with an annual third-party audit report for each location/agreement. Details of the audit reports will be negotiated from time to time between the Parties.

Coast Restaurant Parking

County shall charge a flat fee of \$2.50 per car with no time limit to all Coast Restaurant patrons parking in the O'Donnell parking structure. This fee may be increased by Parks no more than \$.25 per year for each of the remaining years of the Restaurant Lease.

Entire Agreement

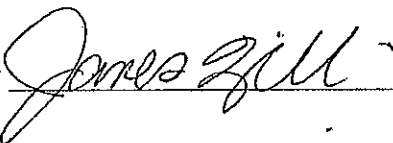
This Memorandum of Understanding constitutes the entire scope of the changes to the operating procedures, which have been modified and agreed to between the Parties hence forward. All terms and conditions contained in the Restaurant Lease and all agreements herein referenced, remain in full force and effect except as herein expressly modified or interpreted in this Memorandum of Understanding.

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

**MILWAUKEE COUNTY  
DEPARTMENT OF PARKS, RECREATION AND CULTURE**

by  Date \_\_\_\_\_  
Sue Black, Director

**GRANDVIEW MANAGEMENT, INC.**

by  Date 4/17/07  
JAMES ZILLI  
Print Name  
C.F.O.  
Title