

Wil-O-Way Underwood Lease

10602 Underwood Parkway
Wauwatosa, Wisconsin

This Lease is made between **Milwaukee County** (“County”), a municipal body corporate in the State of Wisconsin and **Easter Seals Southeast Wisconsin, Inc.**, (“Tenant”), a Wisconsin non-stock corporation (each a “Party”, and collectively, the “Parties”).

TERMS AND CONDITIONS

1. **Purpose.** Tenant agrees to lease from County the Wil-O-Way Underwood Recreation Center, further defined herein as the Premises.
2. **Premises.** County hereby exclusively leases to Tenant the Premises. The Premises subject to this Lease is the real property commonly known as 10602 Underwood Parkway, Wauwatosa, WI 53226, consisting of an area of approximately 10,350 rentable square feet, along with all the improvements bounded by the fence line and building on the north, the fence line on the east and south, and the park boundary on the west as further described and pictured in Exhibit 1 (the “Premises”). For purposes of defining the Premises, the entire wading pool is included. Tenant may request adjustments of the fence line at its expense following the procedure in Section 13 – Alterations. Any such adjustment will be memorialized by an amendment to this Lease. The floor plans for the building located on the Premises, which are included in this Lease, are attached as Exhibit 2. The Asset Detail Report is attached as Exhibit 3.
3. **Authority.**
 - a. Tenant warrants that the individual executing this Lease on Tenant’s behalf has the authority to bind Tenant to the terms and conditions of this Lease.
 - b. County is authorized to enter this Lease through the signatories below by Milwaukee County Board Resolution **XX-XXX**.
4. **Use.** Tenant shall use and occupy the Premises for the purpose of disability-focused programming, including but not limited to: Respite Summer Camp, Day Programming, Recreation Activities, Before and After School Respite Care, Youth and Adult Programs, School’s Out Program, and any uses incidental thereto (the “Use”). All programming must comply with the requirements of the Americans with Disabilities Act (42 U.S.C § 12101 *et seq.*) and applicable regulations promulgated thereunder as well as County policies. Exhibit 4 contains details of Facility Use Expectations.

5. Access.

- a. Tenant may restrict public access to the Premises during operating hours which shall generally be from 7:45 A.M. to 3:45 P.M. seven (7) days per week ("Operating Hours"). The Parties hereby acknowledge and agree that the Operating Hours, and Tenant's right to restrict public access as contemplated under this Section 5, may be revised from time to time for certain events that are in accordance with Tenant's Use. Any such revision shall be memorialized in writing, and County shall not unreasonably withhold any consent to such revisions. Notwithstanding anything contained in this Section, public access obligations shall only apply to those areas outside the fence line of the Premises as depicted in Exhibit 1.
- b. Tenant shall provide UW-Extension and its authorized agents with access to the greenhouse.
- c. Tenant shall maintain public access to the parking lot north of the Premises, outside of the fence line at all times.

6. Initial Term. Commencing January 1, 2027 (the "Commencement Date"), this Lease shall last for ten (10) years terminating on December 31, 2036 (the "Initial Term"), unless terminated earlier or renewed as allowed by provisions of this Lease.

7. Renewal Terms. If Tenant is not in default in the performance of this Lease (subject to any and all rights to cure provided herein), Tenant shall have the option to renew the Lease for two (2) additional five (5) year terms (each, a "Renewal Term"; and together with the Initial Term as applicable, the "Term"). The first Renewal Term, if exercised, shall commence on January 1, 2037, and end on December 31, 2041. The second Renewal Term, if exercised, shall commence on January 1, 2042, and end on December 31, 2046. All terms and conditions of the Lease shall apply during each Renewal Term. Tenant may exercise a Renewal Term by giving written notice to County not less than ninety (90) days prior to the expiration of the then current Term. If notice is not given in the manner provided herein within the time specified, this Lease shall expire at the end of the then current Term.

8. Rent. Tenant shall pay County rent annually in the amount of One Dollar (\$1.00), payable in one (1) installment in advance of the first day of each year for that year's rental during the Term of this Lease ("Rent"). Payment of Rent shall be made to County at the address specified in the Notice provision below.

9. Utilities. All utility services to the Premises shall be made in the name of Tenant only, and Tenant shall be solely liable for utility charges as they become due, including those for sewer, water, gas, electricity, and telephone services.

10. Condition of Property. Tenant acknowledges and agrees that the Premises are in good order and repair and suitable for Tenant's intended Use. In consideration for entering into this Lease, the Parties agree that no less than thirty (30) days before the Commencement Date, Tenant shall have the right to re-inspect the Premises to ensure that the Premises remain in good order and repair in accordance with the foregoing. In the event that Tenant exercises such right to re-inspect the Premises as provided herein and determines in its sole and absolute discretion that the Premises no longer are in good repair and suitable for Tenant's intended Use, Tenant shall promptly furnish notice to County indicating that (i) Tenant exercised its reinspection right pursuant to this Section 10 and (ii) listing the items that are no longer in good order or repair. Thereafter, County shall have ten (10) days to respond, indicating it will use diligent efforts to restore the Premises to proper condition before the Commencement Date, providing documentation regarding how such restoration shall be completed. For the purposes of this Section 10, Tenant shall only furnish notice to County regarding items no longer in good order and repair if and only if such disrepair materially affects the habitability of the Premises and/or Tenant's intended Use thereof. In the event the Premises are not suitable as contemplated herein nor restored to proper condition before the Commencement Date, Tenant shall be entitled to a period where all obligations of Tenant under this Lease are suspended until County fully restores the Premises to be in good order and repair (the "Recess Period"). During the Recess Period, (a) Tenant shall not be in default under this Lease for failure to operate or failure to comply with any and all terms and conditions provided herein and (b) all other obligations of Tenant under this Lease, including but not limited to operational obligations and requirements related to Tenant's intended Use, shall be suspended to the extent such obligations are directly affected by such condition(s) giving rise to the Recess Period. To avoid any generality, the Recess Period shall commence as applicable on the Commencement Date and shall continue until such condition(s) provided in Tenant's notice are cured. For the purposes of this Section 10, Tenant shall only furnish notice to County regarding items no longer in good order and repair if and only if such disrepair materially affects the habitability of the Premises and/or Tenant's intended Use thereof.

11. Tenant Maintenance Obligations.

- a. *General Obligations.* Tenant is responsible for all maintenance and replacement of the Premises up to the fence line as detailed in Exhibit 1. For avoidance of doubt, the fence itself is included in Tenant's responsibilities under this Section. Tenant is responsible for renovating and updating the Premises to ensure the site is operating in a manner compliant with all applicable codes, ordinances, regulations, and statutes. County has no maintenance or replacement obligations whatsoever other than those explicitly listed in Section 12. If there is any doubt as to what entity is responsible for any maintenance or repair, such doubt shall be resolved in favor of it being Tenant's responsibility.

- i. For the purposes of this Lease, “maintenance” means keeping both real and personal property in good and tenantable condition including restoring damage not significant enough to warrant replacement and addressing normal wear and tear.
 - ii. For the purposes of this Lease, “replacement” means substituting personal property and/or structures that have more than minor damage or which cannot be restored to good and tenantable condition with personal property and/or structures commensurate with the personal property and/or structures as they existed at the start of the Lease.
- b. *Greenhouse*. Tenant is not responsible for maintaining the stand-alone greenhouse which is considered the property and sole responsibility of UW-Extension.
- c. *Water Feature*. The Premises currently includes a wading pool which Tenant must operate and maintain. County may convert the wading pool to a splash pad, at which time Tenant must operate and maintain the splash pad (as may be converted, the “Water Feature”). County shall use commercially reasonable efforts to train Tenant, its agents, and employees on how to properly operate and maintain the Water Feature. In the event of such conversion, County shall provide Tenant with thirty (30) days’ notice such that Tenant is duly prepared to maintain the converted Water Feature.
- d. *Parking Lighting*. Tenant is responsible for all necessary maintenance and replacement of lighting in the parking area north of the building even though it is outside of the fence line
- e. *Timeliness*. Tenant agrees that all of its obligations under this Section 11 shall be performed in a timely manner, and that Tenant shall use commercially reasonable efforts to follow all obligations hereunder. Tenant shall complete all maintenance and replacement(s) required under this Section per the table below.

General maintenance and replacement.	Must begin and/or be pursued diligently towards completion within thirty (30) days of (i) being needed by way of actual notice of Tenant, its employees, or agents or (ii) written notice from County, whichever is later.
Maintenance and replacement related to health and safety, or which if left unaddressed will lead to further damage to the Premises.	Must begin and/or be pursued diligently towards completion within five (5) days of occurrence or actual notice of Tenant, its employees or agents, whichever is later.

Maintenance and replacement needed due to vandalism and graffiti	Must begin and/or be pursued diligently towards completion within forty-eight (48) hours of the occurrence or actual notice of Tenant, its employees or agents, whichever is later.
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If Tenant is not performing needed maintenance and/or replacements as required above, County may perform the work itself or through a contractor, and Tenant shall reimburse the County for all work done, which shall be commercially reasonable, plus a five percent (5%) administrative fee within thirty (30) days following receipt of any invoice(s) for such costs.

- f. *Reserve Fund.* Tenant shall have Fifty Thousand and 00/100 Dollars (\$50,000.00) in a reserve fund for maintenance and replacement obligations under this Lease. Tenant may use up to fifty percent (50%) of the reserve fund for major capital projects as approved by the County. Tenant shall have two (2) years from the date of completion of any such improvement to restore the reserve fund to its required funding level.

12. County Maintenance Obligations. County is only responsible for:

- a. Maintaining the tree canopy;
- b. Snow removal and lawn care for the parking lot and area outside the fence line;
- c. Utilities up to the point of connection with the building; and
- d. Maintenance of the parking lot north of the Premises, excluding lighting.

13. Alterations. Tenant shall not make any alterations, additions, or improvements to the Premises the value of which exceeds \$25,000.00 (a "Major Alteration") without County approval. Before beginning any Major Alteration, Tenant shall provide County with one hundred twenty (120) days' notice before beginning any work. For any other alteration, Tenant shall provide thirty (30) days' notice (which shall not require County approval). In each event, the notice shall include: (i) a general description of the proposed alteration; (ii) an estimated cost for the proposed alteration, and (iii) the expected start and completion dates for the proposed alteration. For Major Alterations, County shall respond within ten (10) business days of receiving the notice, either approving, disapproving, or suggesting changes to said Major Alteration(s). County's failure to respond shall not operate as County's consent to the proposed Major Alterations. If County and Tenant cannot agree on the Major Alteration(s), Tenant is prohibited from commencing work on such alteration(s).

14. Signage. Tenant has the right to place identifying signs for the main access points to the Premises and on the Premises. Tenant will work with County regarding the

design of the large identifying signs and potential wayfinding signs in the park. Tenant shall not allow or issue naming rights to any portion of the Premises without County's written consent. No agreements entered into by Tenant with any third party relating to naming rights shall extend beyond the then current Term of the Lease. Tenant must comply with the requirements of Section 13 – Alterations for any signage placed under this Section.

15. Tenant Work. Whether for maintenance, repairs, or alterations as described in this Lease, Tenant shall be responsible for obtaining any required municipal permits and approvals, a Parks Right-of-Entry Permit, and paying all associated fees. Tenant agrees that all work prescribed to Tenant under this Lease shall be completed in a professional manner at Tenant's sole expense.

16. Liens. Tenant shall keep the Premises free from any liens or encumbrances arising out of the work performed, materials furnished, or obligations incurred by Tenant (each an "Encumbrance"). Tenant shall indemnify County against any claims connected with Encumbrances. Tenant shall remove (or begin to diligently pursue such removal of) any Encumbrance by bond or otherwise within ten (10) business days after notice by County, and if Tenant shall fail to do so, County may pay the amount necessary to remove the Encumbrance; provided, however that County provides proper documentation regarding its investigation to the validity of such Encumbrance. In the event County, at its sole option, elects to pay the amount necessary to remove the Encumbrance, Tenant shall reimburse County for all such costs within thirty (30) days of receipt of an invoice from County itemizing costs related thereto.

17. County Services.

- a. *Snow Removal and Lawn Care.* Tenant and County may enter into a separate agreement for County to provide lawn care and snow removal services to the Premises inside the fence line for a mutually agreeable fee, which shall at least cover County's actual costs of providing the service.
- b. *Water Feature.* Tenant may request County assistance with seasonal opening, winterization, staff training, and other repairs of water feature located in the Premises. County will charge Tenant for time and materials used in performing any of these tasks.

18. Casualty. If the Premises are damaged in whole or in part by casualty so as to render the Premises untenable, and if the damage cannot be repaired within one hundred eighty (180) days from the date of said casualty, Tenant may terminate the Lease as of the date of such casualty. Alternatively, in the event said casualty can be repaired within 180 days, either Party shall have the right to rebuild the Premises to its former tenantable condition using the insurance proceeds from County and/or Tenant as prescribed herein.

19. Entry and Inspection. Tenant shall permit County to enter Premises at reasonable times (but never outside of Operating Hours, excepting circumstances constituting emergencies) and upon five (5) days' notice, to inspect and/or make repairs as required under this Lease. County shall not interfere with Tenant's operations in the Premises during such entry unless required to complete said inspection and/or repairs.

20. Reporting. Tenant shall provide quarterly reports and annual summaries to County. Such reports at a minimum shall include: (i) incident reports, (ii) staffing documentation, and (iii) facility usage metrics.

21. Ordinances and Statutes. Tenant shall comply with all statutes, ordinances, regulations, covenants, conditions, and requirements of all applicable authorities (including municipal, state, federal, owner's association and similar entities, as applicable) now in effect or which come into effect during the Term of this Lease.

22. Environmental Requirements. Tenant shall be fully responsible for any required repair, cleanup, remediation or detoxification arising out of any Hazardous Materials introduced into the Premises by Tenant. Tenant hereby agrees to indemnify County from all liabilities or losses of any kind caused by Tenant's introduction of any Hazardous Materials to the Premises. Moreover, County hereby agrees to indemnify Tenant from all liabilities or losses of any kind caused by the introduction of Hazardous Materials to the Premises on or before the Commencement Date.

For the purposes of this Lease, "Hazardous Materials" means any substance:

- (i) That the presence of which requires investigation or remediation under any federal, state or local statute, regulation, ordinance, order, action, or policy;
- (ii) which is or becomes defined as a "hazardous waste" or "hazardous substance" under any federal, state, or local statute, regulation, or ordinance;
- (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 including by way of example, anything containing gasoline, diesel fuel, or other petroleum hydrocarbons; or polychlorinated biphenyls (PCBs), asbestos, or urea formaldehyde foam insulation;
- (iv) the presence of which on lands within the Premises causes or threatens to cause a nuisance upon the Premises or surrounding area or poses or threatens to pose a hazard to the Premises or surrounding areas or to the health or safety of persons on or about the Premises; or
- (v) which causes notification of release and required actions in accordance with Chapter 292 of the Wisconsin Statutes.

23. Assignment and Subletting. Tenant shall not assign this Lease or sublet any portion of the Premises without prior written consent of the County, which shall not be unreasonably withheld, conditioned, or delayed; provided, however, in the event (i) Tenant assigns its rights to another business entity wholly owned or controlled by Tenant or (ii) Tenant assigns its rights under this Lease to an entity as a direct result of a merger or restructuring, where the Use shall remain substantially the same, no consent from County shall be required. Any such assignment or subletting without consent shall be void, except as provided herein.

24. Default. If either Party fails to comply with any provision of this Lease and does not cure such failure within ninety (90) days of the receipt of written notice from the other Party or begin diligently to cure such failure if it cannot be cured in ninety (90) days, that Party is in "Continuing Default".

25. Termination.

- a. *Continuing Default.* If either Party is in Continuing Default, the other Party may terminate this Lease by providing thirty (30) days' written notice of their intent to terminate.
- b. *Term.* At the end of the Term, the Lease shall terminate, with the Parties having no obligations to one another thereafter unless expressly provided herein.
- c. *County Right of Termination.* County may terminate this Lease for any reason by providing Tenant with two hundred seventy (270) days' written notice of the County's intention to terminate; provided, however, that upon termination notice, County shall include a detailed rationale for said termination (the "Termination Notice"). Thereafter, Tenant shall have thirty (30) days to, in good faith, diligently address and/or cure the matters provided in the Termination Notice. The Termination Notice shall be considered cured, and the termination as provided in this Section shall be considered null and void, if (i) Tenant completed the action(s) reasonably necessary to remedy the condition(s) described in the Termination Notice or (ii) Tenant has taken all commercially reasonable efforts to remedy such condition(s), and the remaining items (if any) are non-material in nature. Notwithstanding the foregoing, County may terminate this Lease upon one hundred eighty (180) days' written notice by resolution of the County Board.

26. Surrender. At the termination of this Lease Tenant shall vacate the Premises. Tenant shall leave the Premises in as good of condition as at the start of the Lease, normal wear and tear excepted. Tenant shall remove all of Tenant's personal property. County shall have the right, but no obligation, to remove the same and Tenant shall pay County on demand for all costs of removal, storage, and/or disposal

required for such removal. Parties shall remain liable to each other for any obligations which arose during the Term of the Lease.

27. Waiver. Failure to enforce any provision of this Lease by either Party shall not be deemed a waiver of any breach or default of the same or any other provision contained herein.

28. Quiet Enjoyment. So long as Tenant shall pay the Rent and all other sums herein provided and shall keep and perform all of the terms, covenants, and conditions on its part herein contained, County covenants that Tenant shall have the right to the peaceful and quiet occupancy of the Premises.

29. Indemnification. Except for the negligence of County and its employees, agents, contractors, guests, or invitees, or any breach of this Lease by any of the foregoing, Tenant agrees to the fullest extent permitted by law, to indemnify, defend and hold harmless County and its agents, officers and employees, from and against all loss or expenses including cost and attorneys' fees by reason of liability for damages including suits at law or in equity, caused by any wrongful, intentional, or negligent act or omission of Tenant or their agent(s) which may arise out of or are connected with this Lease. This Section shall not constitute a waiver by either Party of any rights to immunity, indemnification, contribution, or subrogation which the Party may have by operation of law.

30. Insurance.

- a. *Tenant.* Tenant at Tenant's expense, shall maintain liability insurance including bodily injury, and property damage insuring Tenant and County with minimum coverage as described in Exhibit 5. Notwithstanding the generality of the foregoing, Tenant shall not be required to obtain or maintain professional liability insurance or cyber liability insurance as listed in Exhibit 5.
- b. *County.* County is permissibly self-insured. This means that County is a municipal body corporate that self-funds for liability under Sections 893.80 and 895.461 of the Wisconsin Statutes, as well as automobile liability under Section 345.05. County is also permissibly self-insured under Section 102.28(2)(b) of the Wisconsin Statutes for workers' compensation.

31. Notices. All notices with respect to this Lease shall be in writing inclusive of email. A notice shall be deemed given and received upon delivery, if delivered by hand, seventy-two (72) hours after posting via U.S. Mail, and forty-eight (48) hours after emailing to the Parties addressed as follows:

To Tenant:

To County:

Easter Seals Southeast Wisconsin, Inc.
Attn: Jenna Wampole, President

Milwaukee County
Attn: Rami Peltz

6737 W. Washington Street, Ste. 4205
West Allis, WI 53214

600 N. Plankinton Ave. Suite 600
Milwaukee, WI 53203
Rami.peltz@milwaukeecountywi.gov

With a copy to:

Office of Corporation Counsel
901 N. 9th St. Suite 303
Milwaukee, WI 53233
corpounselgeneralinquiries@milwaukeecountywi.gov

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

32. Relationship of Parties. The relationship of the Parties is that of landlord-tenant contracting with each other for the purposes of this Lease. No employee or agent of either Party may be deemed an employee or agent of the other Party by reason of this Lease. No employee of either Party performing services under this Lease will be deemed an employee of the other for purposes of Social Security, worker's compensation, employment tax, unemployment compensation, or any other purpose. Each Party shall be responsible for properly withholding and paying any amounts required under law for its employees.

33. Nondiscrimination and Affirmative Action.

- a. *Policy.* There shall be no discrimination against or segregation of any person, or group of persons, on account of gender, age, race, color, religion, creed, national origin or ancestry in the use of the Premises, and Tenant (or any person claiming under or through Tenant) shall not establish or permit any such practice or practices of discrimination or segregation with reference to the Premises.
- b. *Non-Discrimination.* Tenant certifies that it will not discriminate against any employee or applicant for employment because of age, race, creed, color, disability, marital status, sex, national origin, ancestry, arrest record, conviction record, military service, use or nonuse of lawful products off the employer's premises during nonworking hours, or declining to attend a meeting or to participate in any communication about religious matters or political matters or genetic testing which includes, but is not limited to, the following: employment, upgrading, demotion or transfer, recruitment, or recruitment advertising; layoff or termination; rate of pay or other forms of compensation; and selection for training, including apprenticeship. Tenant will post in conspicuous places available for employment, notices setting forth the provisions of the non-discriminatory clause.

- c. *Affirmative Action Program.* Tenant certifies that it will strive to implement the principles of equal employment opportunity through an effective affirmative action program which shall have as its objective to increase the utilization of women, minorities, handicapped persons, and other protected groups, at all levels of employment in all divisions of its work force, where these groups may have been previously under-utilized and under-represented. Tenant also agrees that in the event of any disputes as to compliance with these requirements, it shall be its responsibility to show that it has made good faith efforts to meet all requirements.
- d. *Affirmative Action Plan.* Tenant certifies that if it has fifty (50) or more employees, it has filed or will develop and submit a written Affirmative Action Plan. A current Affirmative Action Plan, if required, must be filed with any of the following: The Office of Federal Contract Compliance Programs, the State of Wisconsin, or the Milwaukee County Comptroller's Audit Services Division, 633 W. Wisconsin Ave, 9th Floor, Milwaukee, WI, 53203.
- e. *Non-Segregated Facilities.* Tenant certifies that it does not and will not maintain or provide segregated facilities for its employees, and that it does not permit its employees to perform their services at any location under its control where segregated facilities are maintained.
- f. *Reporting Requirement.* When applicable, Tenant certifies that it will comply with all reporting requirements and procedures established in 41 C.F.R. ch. 60.
- g. *Compliance.* Tenant certifies that it is not currently in receipt of any outstanding letters of deficiencies, show cause, probable cause, or other such notification of noncompliance with EEO regulations.

34. Right to Audit. Tenant 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 reasonable notice, which may be no notice if fraud, waste, or abuse are reasonably suspected, to audit, examine and make copies of any and all records of Tenant related to the terms of this Lease for a period of up to three years following the termination of this Lease. Any subcontractors or other parties performing work under this Lease will be bound by the same terms and responsibilities as Tenant. All subcontracts or other agreements for work performed under this Lease will include written notice that the subcontractors or other parties understand and will comply with these terms and responsibilities. Tenant 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.

- 35. Public Records.** Both parties understand that County is bound by public records law. Tenant hereby agrees that it shall assist the County in retaining and timely producing records that are subject to the Wisconsin Public Records Law upon any statutorily sufficient request being made, and that any failure to do so shall constitute a material breach of this Lease. Tenant shall be obligated to indemnify County from any liability under the Wisconsin Public Records Law that results from such a breach. Except as otherwise authorized by County in writing, records that are subject to the Wisconsin Public Records Law shall be maintained for a period of three years after the termination of this Lease.
- 36. Unanticipated Event.** Neither Party shall be in default or liable for any delay or failure to perform any obligation under this Lease to the extent caused by events beyond the Party's reasonable control, (each, an "Unanticipated Event"). The affected Party must: (i) give written notice within ten (10) days of the Unanticipated Event describing its nature and expected duration; and (ii) use commercially reasonable efforts to mitigate its effects.
- 37. Modification.** This Lease may be amended only by mutual consent of the parties. Amendments shall be in writing and shall become effective only after execution by duly authorized representatives of the Parties.
- 38. Severability.** If any part of this Lease is declared invalid or unenforceable by a court of competent jurisdiction, it shall not affect the validity or enforceability of the remainder of this Lease, unless the Lease so construed fails to meet the essential business purposes of the Parties.
- 39. Law and Venue.** This Lease shall be governed in accordance with the internal laws of the State of Wisconsin, without regard to its conflict of laws principles. Any litigation concerning the subject matter of this Lease shall be brought in a court of competent jurisdiction located in Milwaukee County.
- 40. Entire Agreement.** This Lease, including the Exhibits which are made part hereof, constitutes the entire agreement between County and Tenant regarding the subject matter hereof, and supersedes any prior agreements and negotiations, whether oral, written, or implied.

[SIGNATURE PAGE TO FOLLOW]

IN WITNESS WHEREOF, the Parties have executed this Lease as of the date last written.

COUNTY:

TENANT:

MILWAUKEE COUNTY

Easter Seals Southeast Wisconsin, Inc

By: _____

By: _____

Printed Name: _____

Printed Name: _____

Title: _____

Title: _____

Date: _____

Date: _____

Comptroller Approval as to Funds Available Wis. Stat. § 59.255(2)(e)

Comptroller Date

Risk Management Insurance Approval

Risk Management Date

Approved with Regard to MCGO ch. 42

Director Date
Office of Economic Inclusion

Corp. Counsel Approved for Execution

Corporation Counsel Date

County Executive Approval



David Crowley Date

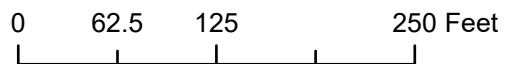
Corporation Counsel Approved as Compliant under Wis. Stat. § 59.42(2)(b)5.

Corporation Counsel Date

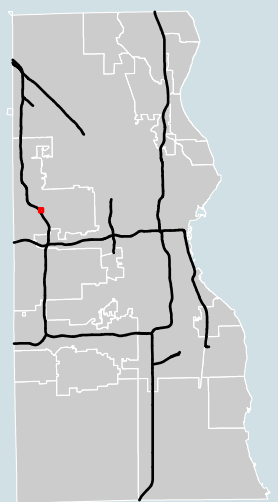


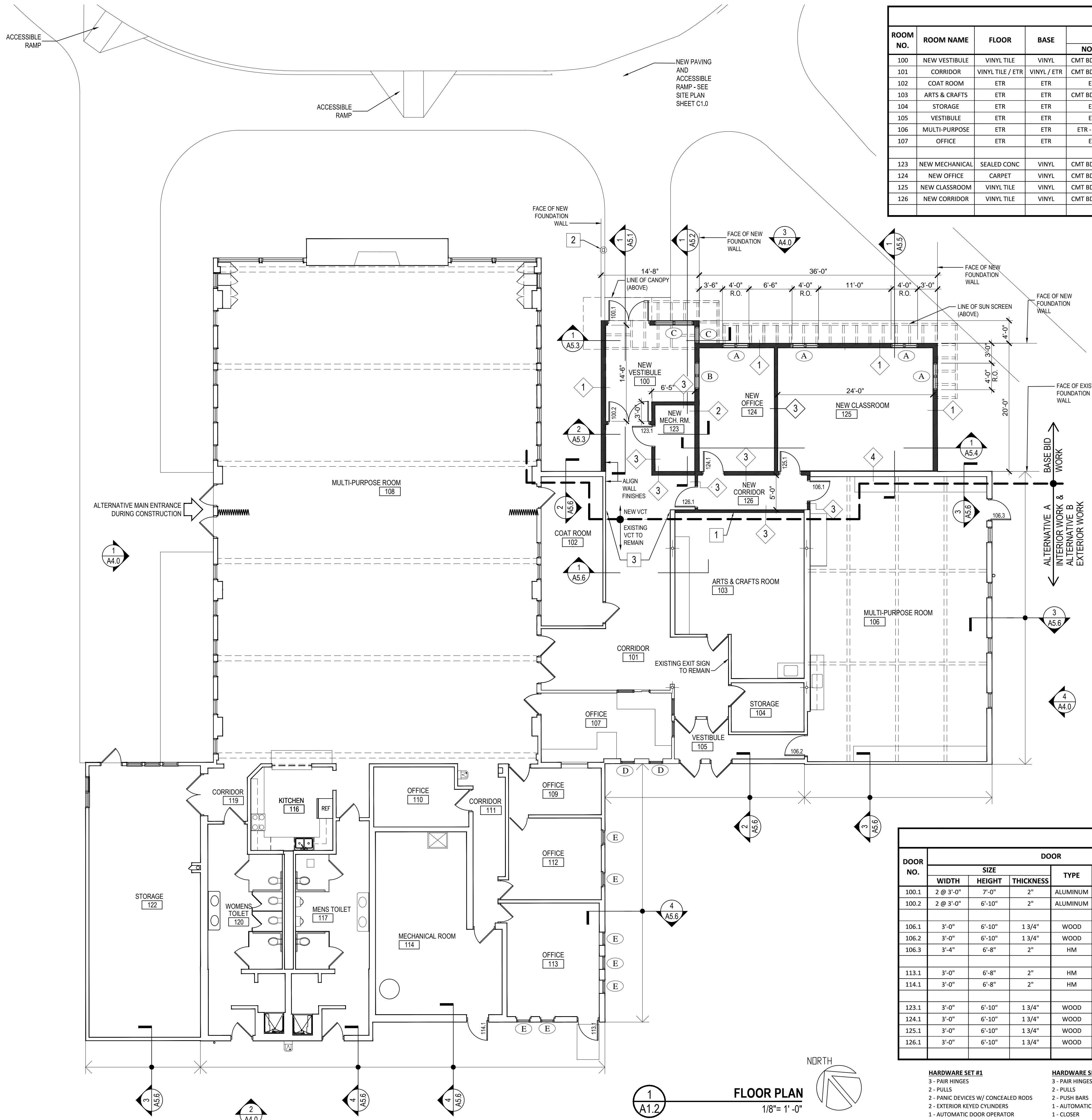
Underwood Wil-O-Way

-  Fence Lines
-  Park Boundary



9/19/2025





ROOM FINISH SCHEDULE										
ROOM NO.	ROOM NAME	FLOOR	BASE	WALL FINISH				CEILING		REMARKS
				NORTH	EAST	SOUTH	WEST	MATERIAL	HEIGHT	
100	NEW VESTIBULE	VINYL TILE	VINYL	CMT BD - PAINT	CMT BD - PAINT	CMT BD - PAINT	CMT BD - PAINT	ACT	11'-9" / 10'-9"	Paint all CORRIDOR 101 walls.
101	CORRIDOR	VINYL TILE / ETR	VINYL / ETR	CMT BD - PAINT	CMT BD - PAINT	CMT BD - PAINT	CMT BD - PAINT	ACT	7'-9" / 7'-0"	
102	COAT ROOM	ETR	ETR	ETR	ETR	ETR	ETR	ACT	7'-9"	
103	ARTS & CRAFTS	ETR	ETR	CMT BD - PAINT	ETR	ETR	ETR	ACT	7'-9" / 7'-0"	
104	STORAGE	ETR	ETR	ETR	ETR	ETR	ETR	ACT	7'-9"	
105	VESTIBULE	ETR	ETR	ETR	ETR	ETR	ETR	ACT	7'-9"	
106	MULTI-PURPOSE	ETR	ETR	ETR - PAINT	ETR	ETR	ETR	ETR / ACT	8'-4" +/-	
107	OFFICE	ETR	ETR	ETR	ETR	ETR	ETR	ACT	7'-9"	
123	NEW MECHANICAL	SEALED CONC	VINYL	CMT BD - PAINT	CMT BD - PAINT	CMT BD - PAINT	CMT BD - PAINT	GYP BD - PAINT	11'-4" +/-	
124	NEW OFFICE	CARPET	VINYL	CMT BD - PAINT	CMT BD - PAINT	CMT BD - PAINT	CMT BD - PAINT	ACT	8'-0"	
125	NEW CLASSROOM	VINYL TILE	VINYL	CMT BD - PAINT	CMT BD - PAINT	CMT BD - PAINT	CMT BD - PAINT	ACT	8'-6"	
126	NEW CORRIDOR	VINYL TILE	VINYL	CMT BD - PAINT	CMT BD - PAINT	CMT BD - PAINT	CMT BD - PAINT	ACT	7'-9" / 7'-0"	

- ABBREVIATIONS**
- ACT = ACOUSTIC TILE
 - CMT BD = CEMENT BOARD
 - ETR = EXISTING TO REMAIN
 - GYP BD = GYPSUM BOARD
 - HM = HOLLOW METAL
 - S&S = STAIN & SEAL
- WALL TYPES**
- 1 - FIBER CEMENT SIDING
 - 2 - AIR AND WATER BARRIER
 - 3 - 3/4" BOARD INSULATION
 - 4 - 3/4" PLYWOOD SHEATHING
 - 5 - 2X6 WOOD STUDS AT 24" O.C.
 - 6 - R-21 BATT INSULATION
 - 7 - 6 MIL VAPOR BARRIER
 - 8 - 1/2" PLYWOOD SHEATHING
 - 9 - 1/2" CEMENT BOARD
 - 10 - 1/2" PLYWOOD SHEATHING
 - 11 - 2X6 WOOD STUDS AT 24" O.C.
 - 12 - R-21 BATT INSULATION
 - 13 - 1/2" PLYWOOD SHEATHING
 - 14 - 1/2" CEMENT BOARD
 - 15 - 1/2" PLYWOOD SHEATHING
 - 16 - 2X4 WOOD STUDS AT 16" O.C.
 - 17 - R-11 BATT INSULATION
 - 18 - 1/2" PLYWOOD SHEATHING
 - 19 - 1/2" CEMENT BOARD
 - 20 - 1/2" PLYWOOD SHEATHING
 - 21 - EXISTING WOOD FURRING
 - 22 - EXISTING INSULATION & STUDS
- NEW WINDOW TYPES**
- A - 4'-0" X 4'-6" ALUMINUM CLAD WOOD CASEMENT WINDOW WITH INSULATED GLAZING
 - B - 4'-0" X 4'-6" ALUMINUM CLAD WOOD SLIDE-BY WINDOW WITH SINGLE-PANE GLAZING
 - C - FIXED INSULATED GLAZING WITH THERMALLY BROKEN ALUMINUM FRAMES
 - D - 2'-0" X 3'-10" (FIELD VERIFY) ALUMINUM CLAD WOOD CASEMENT WINDOW WITH INSULATED GLAZING
 - E - 2'-0" X 4'-6" (FIELD VERIFY) ALUMINUM CLAD WOOD CASEMENT WINDOW WITH INSULATED GLAZING

- CONSTRUCTION NOTES**
- INSTALL NEW WALL PRIOR TO CONSTRUCTION ON NORTHEAST WALL OF EXISTING BUILDING.
 - INSTALL NEW 4" x 6" x 1/4" STEEL TUBE WITH STEEL CAP FOR NEW AUTOMATIC DOOR OPERATOR BUTTON. SET TUBE IN 12" DIA. x 42" DEEP CONCRETE FOOTING PIER.
 - PATCH WALL FINISHES AT REMOVED WALLS AND PAINT TO MATCH NEW WALL FINISHES.

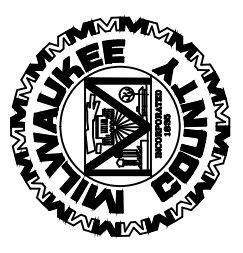
DOOR SCHEDULE													
DOOR NO.	DOOR			FRAME				HARDWARE SET	REQUIRED ASSEMBLY RATING	DOOR SCHEDULE NOTES			
	WIDTH	HEIGHT	THICKNESS	TYPE	FINISH	GLAZING	TYPE				FINISH	DETAIL HEAD	DETAIL JAMB
100.1	2 @ 3'-0"	7'-0"	2"	ALUMINUM	ANODIZED	28" X 64"	ALUMINUM	ANODIZED	1/A5.1	1/A5.1 SIM	SET #1	O-HOUR	INSULATED DOOR
100.2	2 @ 3'-0"	6'-10"	2"	ALUMINUM	ANODIZED	28" X 64"	ALUMINUM	ANODIZED	1/A5.1	1/A5.1 SIM	SET #2	O-HOUR	
106.1	3'-0"	6'-10"	1 3/4"	WOOD	S & S	NONE	HM	PAINT	5/A5.6	6/A5.6	SET #3	O-HOUR	
106.2	3'-0"	6'-10"	1 3/4"	WOOD	S & S	NONE	HM	PAINT	5/A5.6	6/A5.6	SET #3	O-HOUR	
106.3	3'-4"	6'-8"	2"	HM	PAINT	NONE	HM	PAINT	7/A5.6	8/A5.6	SET #4	O-HOUR	INSULATED DOOR
113.1	3'-0"	6'-8"	2"	HM	PAINT	NONE	HM	PAINT	7/A5.6	8/A5.6	SET #5	O-HOUR	INSULATED DOOR
114.1	3'-0"	6'-8"	2"	HM	PAINT	NONE	HM	PAINT	7/A5.6	8/A5.6	SET #5	O-HOUR	INSULATED DOOR
123.1	3'-0"	6'-10"	1 3/4"	WOOD	S & S	NONE	HM	PAINT	5/A5.6	6/A5.6	SET #3	O-HOUR	
124.1	3'-0"	6'-10"	1 3/4"	WOOD	S & S	NONE	HM	PAINT	5/A5.6	6/A5.6	SET #3	O-HOUR	
125.1	3'-0"	6'-10"	1 3/4"	WOOD	S & S	NONE	HM	PAINT	5/A5.6	6/A5.6	SET #3	O-HOUR	
126.1	3'-0"	6'-10"	1 3/4"	WOOD	S & S	4" X 25"	HM	PAINT	5/A5.6	8/A5.6	SET #3	O-HOUR	

- HARDWARE SET #1**
- 3 - PAIR HINGES
 - 2 - PULLS
 - 2 - PANIC DEVICES W/ CONCEALED RODS
 - 2 - EXTERIOR KEYPAD CYLINDERS
 - 1 - AUTOMATIC DOOR OPERATOR
 - 1 - CLOSER
 - 2 - KICKPLATES
 - 2 - WEATHERSTRIPPING
 - 2 - SWEEPS
 - 1 - THRESHOLD
- HARDWARE SET #2**
- 1 1/2 - PAIR HINGES
 - 2 - PULLS
 - 2 - EXTERIOR KEYPAD CYLINDERS
 - 1 - CLOSER
 - 2 - KICKPLATES
 - 2 - WEATHERSTRIPPING
 - 2 - WALL STOPS
- HARDWARE SET #3**
- 1 1/2 - PAIR HINGES
 - 1 - CLASSROOM LOCKSET
 - 1 - KICKPLATE
 - 1 - AUTOMATIC DOOR OPERATOR
 - 1 - WALL STOP
- HARDWARE SET #4**
- 1 1/2 - PAIR HINGES
 - 1 - PANIC DEVICE
 - 1 - PULL
 - 1 - CLOSER
 - 1 - KICKPLATE
 - 1 - WEATHERSTRIPPING
 - 1 - SWEEP
 - 1 - THRESHOLD
- HARDWARE SET #5**
- 1 1/2 - PAIR HINGES
 - 1 - STOREROOM LOCKSET
 - 1 - CLOSER WITH HOLD-OPEN
 - 1 - CLOSER
 - 1 - KICKPLATE
 - 1 - WEATHERSTRIPPING
 - 1 - SWEEP
 - 1 - THRESHOLD

RECORD DRAWING
APRIL 6, 2018

FLOOR PLAN **A1.2**

ENTRANCE ADDITION & RENOVATIONS FOR:
WIL-O-WAY PAVILION - UNDERWOOD PARKWAY
10602 UNDERWOOD PARKWAY, WAUWATOSA, WI 53226



Milwaukee County Dept. of Administrative Services
FACILITIES MANAGEMENT DIVISION
Architectural, Engineering & Environmental Services
633 WEST WISCONSIN AVENUE, SUITE 1000 MILWAUKEE, WI 53203

REVISIONS:

DATE:
12/21/2015
PROJECT:
0064-09481
SITE NO:
805
BUILDING NO:
2680

Department/Division: DHHS - Office for Persons with Disabilities (OPD) **Asset:** Wil-O-Way Underwood Recreation Center
Site: Underwood Creek Parkway **Asset Number:** 2680

Assets are ordered by Asset Name

Currency: USD

Statistics

FCI Cost:	28,489	FCI:	0.01
RI Cost:	1,555,404	RI:	0.72
Total Requirements Cost:	1,555,406	Asset Condition Rating:	Good
Current Replacement Value:	2,157,848	Date of most Recent Assessment:	Mar 27, 2025

Type	Building	Construction Type	IBC - Type V B
Area	10,350 SF	Historical Category	None
Use	Community Services Building	City	Wauwatosa
Floors	1	State/Province/Region	UNITED STATES OF AMERICA
Address 1	10602 W Underwood Creek Pkwy	Zip/Postal Code	53226
Address 2	-	Architect	Boswell Associates
Year Constructed	1964	Commission Date	-
Year Renovated	1984	Decommission Date	-
Ownership	MILW County - Owned		
 		Inventory:	Yes
		Occupancy Classification:	A-3 Assembly
		Insurable Value of Building:	0
		Insurable Value of Contents:	0
		Mission Category:	Category 2

Photo



Wil-O-Way Underwood Recreation Center

Asset Description

General Building Description:

The Milwaukee County Underwood Parkway Wil-O-Way Complex is located in Milwaukee, Wisconsin at 10602 Underwood Creek parkway.

The Wil-O-Way Recreation Center is a 10,350 square foot; single story facility. The building was constructed in 1964 with four (4) additions and numerous interior remodelings since 1964.

The building interior includes: administrative offices, restrooms, assembly hall with a raised platform stage, a classroom a kitchen, storage rooms, multipurpose room, arts and crafts rooms, and electrical/mechanical rooms.

Per the 2009 IBC Building Code, the facility is classified as Assembly A3 and Business B occupancies.. Per Chapter 6, Section 602, the facility can be classified as construction Type VB.

The building has the following general systems:

ARCHITECTURAL/STRUCTURAL SYSTEMS

- Foundation Wall and Footings - Concrete 4 Ft
- Roof Structure - Laminated Beams and Deck - SlopedRoof
- Roof Structure - Wood Framed - Flat Roof
- Roof Structure - Precast Concrete Planks
- Exterior Walls - Fiber Cement Siding w/ CMU Backup
- Exterior Walls - Fiber Cement Siding w/ Stud Backup
- Exterior Walls - Stone Veneer w/ CMU Backup
- Exterior Windows - Vinyl - Insulated
- Exterior Windows - Aluminum - Insulated
- Exterior Doors - 6 x 7 Storefront
- Exterior Doors - 3 x 7 Hollow Metal
- Exterior Doors - 6 x 7 Storefront
- Roofing - Build-UP Roofing (BUR)
- Roofing - Modified Bitumen
- Roofing - TPO Single-Ply Membrane
- Fascia - Metal
- Gutters and Downspouts - Aluminum

- Slab on Grade - Concrete 6"
- Restroom - Men Gang
- Restroom - Women Gang
- Partitions - Gypsum Wallboard with Studs
- Partitions - Concrete Block
- Interior Windows - Steel Framed
- Interior Doors - 3 x 7 Hollow Metal
- Interior Doors - 3 x 7 Wood
- Wall Covering - Wood Paneling
- Flooring - Vinyl Composition Tile
- Flooring - Carpeting Broadloom
- Ceilings - Acoustic Tile System
- Ceilings Gypsum Wallboard
- Fireplace - Stone
- Casework - Fixed
- Cabinets - Kitchen

HANDICAPPED ACCESSIBILITY

The center has accessible entrances. The doors located on the accessible route are equipped with lever door hardware. The building does have accessible restrooms.

HAZARDOUS MATERIALS

An asbestos inspection was conducted in 2004 by Good Armstrong, and showed that there was asbestos in the building.

MECHANICAL SYSTEMS

HVAC:

- Furnace w/Gas Burner and DX Coil (6)
- Condensing Units (6)
- General Exhaust System
- Electric Cabinet Heater
- Electric HVAC Controls

Plumbing:

- Domestic Water Supply
- Natural Gas Supply
- Water Heater w/Pump
- Sanitary Waste System
- Emergency Eyewash
- Water Cooler
- Drinking Fountain
- Wading Pool Equipment

Fire Suppression:

- ABC Fire Extinguishers

ELECTRICAL SYSTEMS

- Electrical Service: 400 Amp, 120/240 Volt, 1-Phase, Underground
- (1) Main Distribution Switchboard
- (4) Distribution Panels
- Branch Wiring, Equipment, and Devices
- Lighting Fixtures - Interior and Exterior
- Telephone System - "Not In Use"
- Security System - "Not In Use"
- Fire Alarm System
- Emergency Lighting and Exit Signs

DISCLAIMER

This report reflects equipment or system deficiencies, and construction cost estimates to correct those deficiencies. The construction cost estimates may not reflect the actual total project costs. The construction cost estimates do not include costs for project



Asset Detail Report

By Asset Name

management, owner services, planning and design, plan review fees, construction management, construction general conditions, overhead and profit, testing services and design and construction contingencies. All projects need to be submitted to the AE & ES section of DAS-FMD to verify actual cost estimates for any Capital Improvement Project (CIP) budget requests.

Replacement Value Based on System Cost with Overheads

System Costs

System	System Name	Cost
A1010 - Standard Foundations	Foundation Wall and Footings - Concrete 4 Ft	133,549
A1031 - Standard Slab on Grade	Slab on Grade - Concrete 6"	105,570
B1020 - Roof Construction	Roof Structure - Laminated Beams and Deck - Sloped Roof	212,811
B1020 - Roof Construction	Roof Structure - Wood Framed - Flat Roof	233,395
B1020 - Roof Construction	Roof Structure - Precast Concrete Planks	21,223
B2010 - Exterior Walls	Exterior Walls - Fiber Cement Siding W/ Stud Backup	137,380
B2010 - Exterior Walls	Exterior Walls - Fiber Cement Siding w/ CMU Backup	34,220
B2010 - Exterior Walls	Exterior Walls - Stone Veneer w/ CMU Backup	33,892
B2020 - Exterior Windows	Exterior Windows - Vinyl - Insulated	83,622
B2020 - Exterior Windows	Exterior Windows - Aluminum - Insulated	9,658
B2030 - Exterior Doors	Exterior Doors - 6 x 7 Storefront	14,549
B2030 - Exterior Doors	Exterior Doors - 3 x 7 Hollow Metal	34,934
B2030 - Exterior Doors	Exterior Doors- 6 x 7 Storefront	30,457
B3010 - Roof Coverings	Roofing - Built-Up Roofing (BUR)	68,141
B3010 - Roof Coverings	Roofing - Modified Bitumen	62,119
B3010 - Roof Coverings	Roofing - TPO Single-Ply Membrane	55,435
B3015 - Roof Eaves and Soffits	Fascia - Metal	16,542
B3016 - Gutters and Downspouts	Gutters and Downspouts - Aluminum	1,869
C10 - Interior Construction	Restroom - Men Gang	31,242
C10 - Interior Construction	Restroom - Women Gang	29,525
C1010 - Partitions	Partitions - Gypsum Wallboard with Studs	16,088
C1010 - Partitions	Partitions - Concrete Block	2,873
C1017 - Interior Windows and Storefronts	Interior Windows - Steel Framed	5,997
C1020 - Interior Doors	Interior Doors - 3 x 7 Hollow Metal	9,115
C1020 - Interior Doors	Interior Doors - 3 x 7 Wood	54,261
C3010 - Wall Finishes	Wall Covering - Wood Paneling	27,621
C3020 - Floor Finishes	Flooring - Vinyl Composition Tile	42,955
C3020 - Floor Finishes	Flooring - Carpeting Broadloom	1,322
C3030 - Ceiling Finishes	Ceilings - Gypsum Wallboard	1,084
C3030 - Ceiling Finishes	Ceilings - Acoustic Tile System	24,101



Asset Detail Report

By Asset Name

System	System Name	Cost
D2010 - Plumbing Fixtures	Water Coolers - Wall-Mounted	4,605
D2010 - Plumbing Fixtures	Custodial/Utility Sink	1,720
D2020 - Domestic Water Distribution	Water Heater - Gas - Residential - 50 Gal	4,480
D2020 - Domestic Water Distribution	Water Distribution Complete	37,260
D2030 - Sanitary Waste	Sanitary Waste - Gravity Discharge	27,318
D2090 - Other Plumbing Systems	Natural Gas Supply for Building - 2"	31,287
D2090 - Other Plumbing Systems	Wading Pool Equipment - Filter - Treatment and Pump	56,880
D3030 - Cooling Generating Systems	DX Condensing Unit 5 - 3 Ton	3,699
D3030 - Cooling Generating Systems	DX Condensing Unit 2 - 3 Ton	3,860
D3030 - Cooling Generating Systems	DX Condensing Unit 6 - 3 Ton	3,699
D3030 - Cooling Generating Systems	DX Condensing Unit 1 - 3 Ton	3,964
D3030 - Cooling Generating Systems	DX Condensing Unit 4 - 2 Ton	2,482
D3030 - Cooling Generating Systems	DX Condensing Unit 3 - 3 Ton	3,313
D3040 - Distribution Systems	Exhaust System - 250 CFM	27,004
D3050 - Terminal and Package Units	Furnace F-5 with AC - Gas-Fired - 75 MBH	6,990
D3050 - Terminal and Package Units	Furnace F-4 with AC - Gas-Fired - 75 MBH	6,990
D3050 - Terminal and Package Units	Furnace F-6 with AC - Gas-Fired - 100 MBH	6,810
D3050 - Terminal and Package Units	Furnace F-2 with AC - Gas-Fired - 100 MBH	8,348
D3050 - Terminal and Package Units	Furnace F-1 with AC - Gas-Fired - 100 MBH	8,348
D3050 - Terminal and Package Units	Unit Heaters - Electric	12,437
D3050 - Terminal and Package Units	Furnace F-3 with AC - Gas-Fired - 100 MBH	8,678
D3060 - Controls and Instrumentation	HVAC Controls - Electric 2016	9,255
D3060 - Controls and Instrumentation	HVAC Controls - Electric 2010	11,108
D40 - Fire Protection	Fire Extinguishers - Dry Chem w/Cabinet	2,256
D5012 - Low Tension Service and Dist.	Panel C - 100A 120/240V 1P 20C MLB	5,727
D5012 - Low Tension Service and Dist.	Panel B - 100A 120/240V 1P 30C MLO	9,593
D5012 - Low Tension Service and Dist.	Panel A - 225A 120/240V 1P 42C MLO	9,198
D5012 - Low Tension Service and Dist.	Main Service - 400A 208Y/120	2,730
D5012 - Low Tension Service and Dist.	Main Distribution Panel MDP - 400A 208Y/120V 42C MLO	27,418
D5012 - Low Tension Service and Dist.	Panel D - 225A 120/240V 1P 30C MLO	15,171
D5021 - Branch Wiring Devices	Branch Wiring, Equipment, and Devices	39,848
D5022 - Lighting Equipment	Lighting - Interior Fixtures	70,238
D5022 - Lighting Equipment	Lighting - Exterior Fixtures	12,785
D5033 - Telephone Systems	Telephone System	0
D5037 - Fire Alarm Systems	Fire Alarm System	40,122
D5038 - Security and Detection Systems	Security System	12,785



Asset Detail Report *By Asset Name*

System	System Name	Cost
D5092 - Emergency Light and Power Systems	Emergency Lighting & Exit Sign Unit w/ Remotes	689
D5092 - Emergency Light and Power Systems	Emergency Lighting Battery Unit (EBU)	0
D5092 - Emergency Light and Power Systems	Emergency Lighting Battery Units (EBU)	4,640
D5092 - Emergency Light and Power Systems	Exit Signs	7,761
E2010 - Fixed Furnishings	Fireplace - Stone	33,378
E2010 - Fixed Furnishings	Casework - Fixed	29,130
E2010 - Fixed Furnishings	Cabinets - Kitchen	8,296
Subtotal		2,157,848

Overhead Costs

Description	Cost
	0
Total Replacement Value Based on System Cost with Overheads	2,157,848

Facility Use Expectations for Easterseals Programming : *To Maintain Lease Agreement*

To ensure continued alignment with Milwaukee County's mission and the terms of the lease agreement, Easterseals must meet the following expectations in their use of the facility for disability-focused programming:

Program Delivery Requirements

Easterseals must actively operate and maintain the following core programs within the facility:

- **Respite Summer Camp**
- **Day Programming**
- **Recreation Activities**
- **Before and Afterschool Respite Care**
- **Youth and Adult Programs**
- **School's Out Program**

Each program should be offered consistently, with clear schedules and staffing plans that reflect the needs of participants and the community.

Data & Documentation

To demonstrate program impact and maintain transparency, Easterseals must provide:

- **Quarterly participation data** for each program, including attendance, demographics, and service hours
- **Annual program summaries** outlining goals, outcomes, and community impact
- **Incident reports and compliance logs** related to health, safety, and accessibility
- **Staffing documentation**, including qualifications, training records, and ratios
- **Facility usage reports**, detailing how space is allocated across programs

Compliance & Accountability

- All programming must comply with ADA standards and County policies.
- Easterseals must respond promptly to any accessibility concerns or facility-related issues.

- Milwaukee County reserves the right to review program performance and documentation. If expectations are not met, the lease may be subject to reevaluation or termination.

Strategic Planning

Easterseals will collaborate with Milwaukee County to develop a strategic plan outlining:

- Program goals and growth areas
- Facility needs and improvements
- Community engagement strategies
- Evaluation methods and reporting timelines



Insurance Requirements for Leases with Milwaukee County

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.

Insurance

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.

Additional Requirements:

- D. The insurance specified in (A.) 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.

- E. 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.), (B.), and (C.) above.

- F. 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.



Insurance Requirements for Leases with Milwaukee County

- G. 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.

- H. 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.

- I. 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.