

LEASE AGREEMENT

THIS LEASE AGREEMENT (this “**Lease**”) is made and effective as of _____ (the “**Effective Date**”) by and between **MILWAUKEE COUNTY**, a body corporate duly organized and existing under the laws of the State of Wisconsin (“**Landlord**” also referred herein as the “**County**”), and **MILWAUKEE COMMUNITY SAILING CENTER, INC.**, a nonstock non-profit corporation duly organized and existing under the laws of the State of Wisconsin (“**Tenant**”). Referenced together, Landlord and Tenant are “**Parties**” to this Lease.

W I T N E S S E T H:

WHEREAS, Landlord desires to lease to Tenant, and Tenant desires to lease from Landlord certain property, buildings, and improvements owned by Landlord and located at Veterans Park at 1450 N. Lincoln Memorial Drive, Milwaukee, WI 53202; and

WHEREAS, Tenant’s mission is to promote sailing and make Lake Michigan available to everyone in the Milwaukee community through quality programming including partnering with local organizations to provide sailing opportunities to thousands of at-risk and economically disadvantaged youth and individuals with physical disabilities; and

WHEREAS, the Milwaukee County Board of Supervisors, by virtue of adopting Resolution _____ on _____, has authorized the Milwaukee County Parks Department to enter into this agreement with the Tenant for and on behalf of Milwaukee County.

WHEREAS, Landlord does hereby lease such premises to Tenant, and Tenant hereby accepts such premises from Landlord, all on the terms and conditions set forth in this Lease.

WHEREAS, Milwaukee County is a municipal body corporate in the State of Wisconsin, and it is the Milwaukee County Department of Parks, Recreation and Culture’s (“**Parks**”) mission to sustain the legacy of our world-class park system by managing and conserving natural, cultural, and recreational resources for the benefit of the community; and

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the parties hereto intending legally to be bound covenant and agree as set forth below:

1. SUMMARY OF THE LEASE:

6.1 Landlord: Milwaukee County

6.2 Tenant: Milwaukee Community Sailing Center, Inc.

6.3 Premises: The Landlord does hereby lease to the Tenant the parcel of land depicted in **Exhibit A**, attached hereto and incorporated herein together with any and all buildings and improvements constructed thereon and docks and other appurtenances servicing the land.

6.4 Term: The term of this Lease (“**Term**”) shall commence on _____ (the “**Commencement Date**”) and shall terminate twenty (20) years thereafter on _____ (“**Expiration Date**”).

6.5 Permitted Use: Consistent with County ordinances and other Applicable Laws (as defined in Section 5.1 below), Tenant shall have the use of the Premises to use solely for the operation and maintenance of a Lake Michigan boating facility for the benefit of Milwaukee County residents and the public at large, including the maintenance of a fleet of boats and the teaching and advocacy of sailing as a sport and kindred activities. The Tenant shall have the right to establish from time to time such rules and regulations deemed appropriate by it for the safe, efficient, and profitable operation of the Premises. Any use of the Premises, other than for the operation and maintenance of a boating, education, and recreation facility, including boat owner storage services, must receive prior written approval of the Landlord. Approval of such usage is at the sole discretion of the Landlord. No special approval shall be required from the Landlord for events for the purpose of raising funds or generating revenues to benefit the Tenant including incidental rental of Tenant's facilities, so long as such events do not interfere with the normal operation of North Lincoln Memorial Drive or other Landlord lakefront property. Such events held on the Premises shall be consistent with current park practices.

6.6 Disabled Access: Tenant shall provide access for persons with disabilities to the certain docks within the Premises. Tenant shall not rent out such docks or charge a fee to provide disabled access to members and non-members of the MCSC.

Parking: The Landlord agrees to maintain the parking area within the Premises in a manner consistent with other nearby parking areas owned by the Landlord according to the priorities as determined by the Landlord. Tenant shall have year-round unobstructed access to the parking areas, to the extent reasonably possible. The leased parking areas shall be excluded from any County parking rental activities during special events held in Veteran's Park. Landlord will keep such areas reasonably free of ice and snow during the winter months according to the priorities as determined by the Landlord, to permit access to the Premises. Tenant shall never close the parking lot to the public unless such closure is approved in writing by the Landlord.

6.7 Rent: In lieu of rent Tenant will provide community programming and a minimum of five hundred thousand dollars (\$500,000) of maintenance and improvements over the course of the initial term. This payment in lieu of rent does not limit or relieve Tenant of its responsibilities to maintain the Premises under Section 6 of this Agreement. In-kind or donated services may be counted toward the \$500,000 in maintenance and improvements if documentation, satisfactory to the County, is provided substantiating the in-kind or donated value and the amount is agreed to by the County in writing.

6.8 Exhibit. The following exhibits are attached to this Lease and are incorporated by reference:

- A. Description of the Premises
- B. Depiction of the Premises

2. BASIC PROVISIONS:

2.1 Premises. Effective on the Commencement Date, Landlord leases to Tenant, and Tenant leases from Landlord, the Premises. Tenant acknowledges that Landlord has made no representations as to the condition of the Premises, nor has Landlord otherwise promised to alter, remodel, or improve the Premises.

2.2 Term. The Term shall be for twenty (20) years and shall commence on the Commencement Date and terminate at midnight on the Expiration Date, unless sooner terminated or extended as provided herein.

2.3 Extension. Provided that this Lease is in full force and effect and Tenant has performed all of its obligations and is not in default of this Lease, the Parties may mutually agree to extend the term of the Lease for three (3) additional ten (10) year periods (collectively, the “**Extended Terms**”), provided that such option shall be exercised by written notice to Landlord given at least twelve (12) months prior to the expiration of then current Term. Tenant’s notice to extend the term shall be deemed accepted by Landlord unless Landlord sends written notice of its refusal that is received by Tenant within ninety (90) days of the Tenant’s notice to extend the Lease term. Except as otherwise provided, the Extended Terms shall be on the same terms and conditions as set forth in this Lease, except that in lieu of rent, Tenant will provide community programming and a minimum of two hundred fifty thousand dollars (\$250,000) of maintenance and improvements over the course of the each extension.. This payment in lieu of rent does not limit or relieve Tenant of its responsibilities to maintain the Premises under Section 6 of this Agreement. In-kind or donated services may be counted toward the \$250,000 of maintenance and improvements in each extension if documentation, satisfactory to the County, is provided substantiating the in-kind or donated value and the amount is agreed to by the County in writing. The foregoing option to extend the Term shall terminate if notice is not timely given. All references to the “**Term**” of this Lease shall, unless the context otherwise indicates, be regarded to constitute a reference to the original Term of this Lease and the Extended Terms, if those are appropriately exercised.

2.4 Taxes on Tenant’s Property. Tenant shall fully and timely pay any and all business and other taxes, charges, rates, duties, assessments and license fees levied against or in respect of the Tenant’s occupancy of the Premises or in respect of the personal property, trade fixtures, furniture and facilities of the Tenant or the business or income of the Tenant on and from the Premises, if any. If any such taxes on Tenant’s personal property or trade fixtures are levied against Landlord or Landlord’s property or, if the assessed valuation of the Property is increased by inclusion therein of a value attributable to Tenant’s personal property or trade fixtures, and if Landlord, after written notice to Tenant, pays the taxes based upon any such increase in the assessed value of the Property, then Tenant shall, upon demand, repay to Landlord the taxes so paid by Landlord.

2.5 Rent. In lieu of rent Tenant will continue to provide the same or similar level of community service that it currently provides as outlined in Exhibit B. Community service includes, but is not limited to, free boat rides for people with disabilities, inner city and disadvantaged youth opportunities for sailing lessons, water safety education, sailing lesson scholarships and sliding scale fees, STEM programming, and community outreach. Additionally, Tenant shall provide five hundred thousand dollars (\$500,000) in maintenance and improvements to the Premises over the course of the initial term and two hundred fifty thousand dollars (\$250,000) in each extension. Tenant shall provide reasonable documentation of the cost of maintenance and improvements to the satisfaction of the Landlord; such satisfaction shall not be unreasonably withheld. These payments in lieu of rent do not limit or relieve Tenant of its responsibilities to maintain the Premises under Section 6 of this Agreement.

3. ASSIGNMENT AND SUBLETTING:

3.1 Assignment or Transfer by Tenant. The Tenant shall not sublease or assign, in whole or in part, any portion of this Lease without the prior written consent of the Parks Executive Director.

3.2 Permitted Assignment. In the event of any Assignment or Sublease permitted under the terms of this Section 3.1, then: (i) Tenant, and any subsequent assignee or subtenant who in turn enters into an Assignment or sublease, shall each remain fully and primarily liable for all of the obligations of Tenant under this Lease (regardless of any subsequent amendment or modification of this Lease and regardless of any further Assignments, all of which are hereby deemed to be consented to by Tenant and subsequent Assignees); (ii) each assignee or subtenant must agree in writing to assume the obligations of Tenant under this Lease by agreement satisfactory to Landlord and delivered to Landlord within ten (10)

days after the date that the Lease assignment or sublease is executed; and (iv) Landlord's consent to any Assignment shall not constitute a waiver of Landlord's right to withhold its consent to any further Assignment.

4. **INSURANCE:**

- 4.1 **Property Insurance.** Tenant shall, at its own cost and expenses during the Term of this Agreement, keep the Premises insured against loss or damage by fire and such other contingencies included in an all-risk insurance policy covering the cost of the Premises.
- 4.2 **Claim Proceeds Distribution.** Claim proceeds, including retentions and insurance recoveries, covering loss or damage to Premises by fire or other property hazard, shall be payable to Tenant in accordance with the provision in this Agreement for determinations of the appropriate use of the funds for repair replacement of property within the Premises.
- 4.3 **Liability Insurance.** Before the Commencement Date, Tenant shall furnish an original or electronic copy of certificate(s) of insurance to the Landlord's Director of Risk Management, which shall be completed by a broker or agent authorized to bind the named underwriter(s) and their company to the coverage, limits, and termination provisions shown thereon, and which shall furnish and contain all required information referenced or indicated thereon. The original certificate(s) or electronic copy of the form(s) must have the agent's signature, including the signer's company affiliation, title and phone number, and be sent directly from the agent to Landlord. Landlord shall have no duty to perform under this Lease until such certificate shall have been delivered to Landlord, and no officer or employee other than the Landlord's Director of Risk Management shall have authority to waive this requirement. The liability limits required can be satisfied through a combination of primary and umbrella policies.

Landlord reserves the right to review the insurance requirements of this section during the Term, but in no instance will Landlord allow modification whereupon Landlord may incur increased risk.

Tenant's financial integrity is of interest to Landlord, therefore, subject to Tenant's right to maintain reasonable deductibles in such amounts as are approved by Landlord, Tenant shall obtain and maintain in full force and effect for the Term of this Lease and any extension thereof, at Tenant's sole expense, insurance coverage written on occurrence basis, by companies authorized and admitted to do business in and to be served notice in the State of Wisconsin and rated "A" or better by A.M. Best Company and/or otherwise acceptable to Landlord in the following types:

<u>Type of Coverage</u>	<u>Minimum Limit</u>
Commercial General Liability including Bodily Injury & Property Damage, Contractual Products & Completed Operations & Fire Legal	\$1,000,000 Per Occurrence \$2,000,000 General Aggregate \$1,000,000 on Fire Legal (no sublimit)
Workers' Compensation	Statutory (Waiver of Subrogation required)
Employers' Liability	\$100,000/\$500,000/\$100,000

Comprehensive Automobile Liability Bodily Injury & Property Damage	\$1,000,000 per Accident
Liquor Liability, if applicable	\$1,000,000 Per Occurrence

Such policy shall contain contractual liability coverage and an endorsement that such policy shall remain in full force and affect notwithstanding that the insured has waived its right of action against any party prior to the occurrence of a loss.

Tenant shall notify Landlord in the event of any notice of cancellation, non-renewal or material change in coverage and shall give such notices not less than thirty (30) days prior to the change, or ten (10) days' notice for cancellation due to non-payment of premiums, which notice must be accompanied by a replacement Certificate of Insurance. All notices shall be given to Landlord at the following address:

Milwaukee County Risk Management
901 N. 9th Street, Room 302
Milwaukee, WI 53233

It is expressly understood and agreed that all operations of Tenant under this Lease between Landlord and Tenant shall be covered by such policies of insurance or self-insurance as approved by Landlord's Director of Risk Management and that all personal property placed in the Premises shall be at the sole risk of Tenant. The procuring of policies of insurance shall not be construed to be a limitation upon Tenant's liability or as a full performance on its part of the indemnification provisions of this Lease.

4.4 Tenant Additional Insurance. Tenant agrees that with respect to the above required insurance, all insurance contracts and certificate(s) of insurance will contain the following required provisions:

- 4.2.1 Name the Landlord and its officers, employees, agents and elected representatives as additional insured with respect to the operations and activities of, or on behalf of the named insured performed under contract with Landlord, on Commercial General Liability and Automobile Liability;
- 4.2.2 Tenant's insurance shall be deemed primary with respect to any collectible insurance or self-insurance carried by Landlord for liability arising out of Tenant's operations under the contract with Landlord;
- 4.2.3 State that the Tenant's insurance is primary without right of contribution from any insurance maintained by Landlord arising out of operations of Tenant.
- 4.2.4 Workers' compensation and employers' liability policy will provide a waiver of subrogation in favor of Landlord.

4.5 Release and Waiver of Subrogation. Landlord and Tenant hereby agree to release each other and each other's agents and employees of liability and responsibility, and each waives any and every claim for recovery from the other for any and all loss or damage to the Premises or to the contents thereof, whether such loss or damage is due to the negligence of Landlord or Tenant

or its respective agents or employees, to the extent that the amount of such loss or damage is recovered under its policies of insurance; provided, however, that the foregoing waiver shall not be operative in any case where the effect thereof is to invalidate any insurance coverage of the waiving party or increase the cost of such insurance coverage; provided, further, however, that in the case of an increase in the cost of insurance coverage, the insured shall give to the other party notice of such increase and of the amount thereof, and the other party may reinstate such waiver by paying to the insured the amount of the increase in the cost of insurance.

Insurance Increases : In the event any insurance company increase the rate of casualty insurance or other insurance stating an activity or equipment of Tenant in or about the Premises as the reason of the increase, such statement shall be conclusive evidence that the increase in such rate is due to such activity or equipment.

5. USE OF PREMISES:

- 5.1 Legal Compliance. Tenant shall use the Premises for the Permitted Use, as set forth in Section 1.5 above, and shall not use the Premises, or permit or suffer the Premises to be used, for any other purpose without Landlord's prior written consent, which consent Landlord may withhold in its sole and absolute discretion. Tenant shall not use or occupy the Premises in violation of any laws, codes, ordinances, rules and regulations of any federal, state, regional, local or municipal governmental authority, agency or subdivision (collectively "**Governmental Authorities**"), having jurisdiction over the Premises, Landlord or Tenant, including both statutory and common law and hazardous waste rules and regulations ("**Applicable Laws**"), and shall, upon five (5) days' written notice from Landlord, discontinue any use of the Premises that is declared or claimed by any Governmental Authority having jurisdiction to be a violation of any of the above, or that in Landlord's reasonable opinion violates any of the above. Tenant shall comply with any direction of any Governmental Authority having jurisdiction that shall, by reason of the nature of Tenant's use or occupancy of the Premises, impose any duty upon Tenant or Landlord with respect to the Premises or with respect to the use or occupation thereof.
- 5.2 Suitability. The Landlord makes no representation as to the suitability of the Premises for the Tenant's uses. Landlord will not be responsible for any costs for remediation, modification or improvement to permit the Tenant to conduct business under this Agreement. The Landlord will not be responsible for any costs directly or indirectly related to the Tenant's activities and/or operation except as otherwise provided in the Agreement.
- 5.3 Permits. The Landlord has no responsibility to secure for, or on behalf of Tenant any building permits, zoning changes or other permits which are needed by Tenant for their proposed business operation, future installations and/or maintenance unless and only to the extent that the Landlord is the Agency that issues such building permits, zoning changes, or other permits. At Agreement inception, Right of Entry permits to parkland are the only items of this nature that the Landlord issues.
- 5.4 Signs. Tenant hereby covenants and agrees that Tenant shall, at its own cost and expense: (i) be responsible for ensuring that the Signage is in compliance with all applicable codes, ordinances, statutes, rules and regulations, including any action or rule of any landmark commission having jurisdiction; (ii) obtain and comply with all consents, approvals and permits necessary from all

governmental and quasi-governmental authorities and landmark commissions having jurisdiction over the Signage, with any consents, approvals, and permits from the County to not be unreasonably withheld, conditioned or delayed; (iii) insure the Signage as part of its property and shall also carry liability and property damage insurance with respect to the Signage; (iv) ensure that the Signage retains an attractive appearance at all times; and (v) pay all costs associated with creating, designing, manufacturing, installing, cleaning, maintaining, repairing and replacing (if necessary) the Signage.

- 5.5 Public Programming to be Provided: The Landlord and Tenant agree that public programming is an essential part of the operation of the Community Sailing Center and the Tenant pledges to provide community programming annually related to sailing, water safety, and boating in general. The Tenant shall prepare an annual report of the community outreach activities provided by the Tenant and submit such report to the Landlord. Tenant shall provide the annual report to the Landlord by March 1st of the year following the activities.
- 5.6 Safety and Security: The Tenant assumes full responsibility for safety and security of the Premises, including but not limited to adequate security and, as necessary, police services at events and activities and also electronic monitoring of the principal MCSC facility constructed in 2009 for fire and break-ins. Such electronic monitoring shall either be direct to the police and fire department or shall be a service that has ready access to those services.
- 5.7 Special Events: All special events to be held on the Premises or surrounding environs shall require the Tenant to obtain and pay for a special event permit at the standard fee in effect at the time of the special event. A special event is an event that is not part of the normal use of the Tenant. Special events include, but are not limited to, rallies, runs, or outdoor events with amplified music. Special events do not include those events that are allowed under Permitted Use in Section 1.5 of this Lease.
- 5.8 Sound/Amplified Music Restriction: Amplified music shall be limited to provide background music throughout the Premises and surrounding areas. Events or performances with concert style amplification must be approved in writing by the Parks Director or his/her designee. All amplified music approved by the Parks Director or his/her designee, as well as ambient music, shall comply with the appropriate City of Milwaukee and Milwaukee County noise ordinances.
- 5.9 County Approval of Items to be Sold/Rented: The Parks Director or his/her designee maintains the right to prohibit the sale or rental of any item that he/she reasonably deems to be inappropriate within the Milwaukee County Parks System. Tenant agrees to comply with the County's prohibitions including the sale of gum and glass bottles and to operate subject to the Milwaukee County Parks System's exclusive product contracts such as a food or non- alcoholic beverage contracts.
- 5.10 Parks Logo: Tenant is responsible for all marketing and advertising to promote its activities. Tenant shall acknowledge the Parks Department and shall include the official Proudly Supporting Parks logo, which logo shall be approved by Parks Department, in promotional materials, whether print or digital, directly related to its activities covered under this Agreement.
- 5.11 Cleanliness\Waste Removal\Recycling: Tenant is responsible for maintaining the Premises in a state of cleanliness and repair to prevent injury to the public. Tenant is also responsible for the collection, disposal, and removal of all municipal solid waste (trash) and recycling associated with its activities. Tenant is strongly encouraged to establish a recycling program to reduce landfill waste. Tenant may contract with a commercial waste service and,

upon coordination with County, place municipal solid waste and recycling containers in a designated area of the parking lot. Tenant shall make good faith efforts to choose reusable, recyclable, or compostable products as outlined in Exhibit C.

6. MAINTAINANCE AND REPAIR:

6.1 Tenant's Obligations for Maintenance:

- a. Tenant, at its sole expense, shall maintain, replace, and keep in good order and repair, and in a clean, safe, and sanitary condition, as determined by the Landlord, the entire Premises. This includes both exterior and interior and all improvements under the exclusive control of the Tenant from time to time located thereon, and all the appurtenances thereof, and all sidewalks, driveways, and passageways on, adjacent or appurtenant thereto, (to the extent the same are subject to the Tenant's control, and exclusively service the Premises). All repairs shall be done by licensed tradespersons if so required by applicable law. Additionally, all vessels stored on the Premises must be seaworthy or under active repair. Vessels that do not meet the aforementioned criteria must be removed from the Premises within thirty (30) days. Notwithstanding the foregoing, the Tenant shall have no obligation to maintain the bulkhead or any damage caused by failure of the bulkhead, unless said damage is caused by the Tenant.
- b. Maintenance & Repair Report: After the conclusion of each year during the Term, Tenant shall provide Landlord with a maintenance and repair report, in a form reasonably agreed upon by the Parties, for the Premises. The report shall include the maintenance and repair records from the prior year. Maintenance records include, but are not limited to, fire inspections, HVAC maintenance, elevator maintenance, and generator maintenance.
- c. Timeliness of Repairs: Tenant shall perform its obligations under this section promptly after learning of the need for such repairs, but in any event within thirty (30) days of the occurrence or notice provided by the Landlord, subject to the provision of additional time as set forth in section 12.1 c. If Tenant fails to make such repairs for which it is obligated within thirty (30) days after Landlord's notice, and such failure constitutes a health or safety hazard to the public, or has the potential to cause further damage to the Premises, then the Landlord shall have the right to make the repair with its own staff or contract with a third party to make the repair, and charge all reasonable costs associated with making the repair to Tenant (including salary and benefits if done with Landlord's own staff).

6.2 Landlord's Obligations for Maintenance. Landlord shall have no obligation to maintain or repair the Premises.

6.3 Inspection. The Landlord, or its representatives, shall have the right, at reasonable hours, to enter upon the Premises for the purposes of examining and inspecting the same, said inspections, however, shall not unreasonably interfere with the business of the Tenant.

7. ALTERATIONS:

- 6.1 Tenant's plans to renovate, improve and alter any structure on the Premises hereunder are contingent upon Tenant obtaining an amount of not less than one hundred percent (100%) of the estimated cost of the construction and renovation to the Premises. Funding can be provided in part with proof of commitments. All costs associated with the construction and renovation of the Premises, including disconnection and/or hookup of Utilities in conjunction with such construction or renovation, shall be the responsibility of the Tenant. The County will not incur any costs, pay any expenses or issue any debt associated with the Premises,

improvements and renovations to the Premises or equipment used on the Premises during the Term.

- 6.2 Construction Escrow: Tenant agrees to provide evidence reasonably satisfactory to the County, including a copy to the County Comptroller or designee, that the total amount of funds necessary to construct the proposed renovations to the Premises are immediately available and dedicated to such purpose and documentation is in place to provide for the orderly disbursement of such funds during the course of construction to pay for all permits, material, labor, supplies, and any other miscellaneous items used or necessary for the construction of the renovations. Tenant shall deliver to County evidence reasonably acceptable to the County that the total amount of such funds are immediately available and dedicated for the above purpose prior to any construction activities taking place on the Premises. The County agrees that a letter from the Tenant's banking institution stating that Tenant has such funds available for the purposes set forth above shall satisfy the requirements set forth herein.
- 6.3 County Approval: Prior to the start of any construction or renovation of the Premises, Tenant shall send all plans and associated documents to the Milwaukee County Parks Department, together with the name of Tenant's proposed contractor(s), for review and approval, which approval shall not be unreasonably withheld or delayed. Submittals shall include, but not limited to, shop drawings containing product information and materials and products. County approval is granted through the Right of Entry (R O E) permit and must be obtained prior to commencing work. The fee for the ROE permit shall be commensurate with other ROE permits issued by the County and shall be negotiated and agreed to between the Parties prior to work commencing. Conditions for approval shall include, but not be limited to provision that Tenant shall obtain and comply with, prior to commencing any alterations, additions and improvements, all necessary permits and licenses from the appropriate governmental authorities.
- 6.4 Construction Standards: All development and landscaping shall be completed consistent with the standards established for other work in Milwaukee County. Any and all alterations, additions and improvements shall be made in compliance with all statutes, laws, ordinances, rules, and regulations of any governmental authority having jurisdiction over the Premises. Tenant shall also indemnify and hold County harmless from and against all statutory liens or claims of liens of any contractor, subcontractor, laborer or any other party for work or materials which may arise in connection with any alteration, addition or improvement to the Premises undertaken by or on behalf of Tenant. In no event shall Tenant make any alterations or additions to the Premises without the prior written consent of County, which consent shall not be unreasonably withheld, conditioned or delayed; provided, however, in the event of an emergency, such consent shall not be required so long as notice shall be given as soon as reasonably possible thereafter. Routine instances of maintenance, painting, repair and like-kind replacement of materials needing repair or replacement do not constitute alterations, improvement, or additions requiring such approval, providing they do not individually exceed Fifty Thousand Dollars (\$50,000.00) in cost per year.
- 6.5 Builder's Risk: Tenant or its general contractor shall provide Builder's Risk insurance coverage on a completed value form insuring for special perils, with Milwaukee County as additional insured and loss payee on the insurance certificate. Coverage is during the construction period and is intended to terminate when the work has been completed and the Premises are ready for occupancy. Prior to construction, Tenant shall supply County with written evidence of Builder's Risk insurance. Tenant shall not commence construction activities without written approval from the Parks Director and his/her designee, which approval shall not be unreasonably withheld, conditioned or delayed. The County shall

provide a written response to the Tenant within ten (10) days of receiving written evidence of the Tenant's Builder's Risk insurance documents.

- 6.6 Licensed Tradespersons: Tenant agrees that all renovations and improvements shall be performed by fully licensed contractors and subcontractors who shall utilize industry standard supplies, equipment, and construction methods in the performance of their duties. Tenant shall require its contractors and subcontractors to obtain and maintain adequate insurance coverages with liability limits not less than that required of Tenant by County. Tenant shall have responsibility to enforce compliance with these insurance requirements and provide evidence of insurance for any contractor or subcontractor as acceptable to the County.
- 6.7 Construction Documents: Tenant agrees that within sixty (60) days after the conclusion of each construction project, renovation or improvement project, Tenant shall provide to County a complete set of construction documents to be included at a minimum: (a) as-built drawings; (b) a copy of all work orders and change orders; (c) a copy of all lien-waivers; (d) operation manuals or cut sheet drawings of any mechanical fixtures or equipment which was installed; (e) manufacturer's warranties or extended warranties; (f) a copy of all construction permits and signed drawings; (g) City of Milwaukee final occupancy permits, if applicable.
- 6.8 Removal of Alterations. All Alterations to the Premises shall, at the election of Landlord, remain upon the Premises and be surrendered at the expiration of the Term. Landlord can at its sole discretion request that Tenant remove any Alteration; if Landlord so requests, then Tenant will remove those Alterations at its sole cost and expense. If Tenant fails to perform such removal, then Landlord may remove the Alterations at Tenant's expense, and Tenant shall reimburse Landlord for the cost of such removal and any resulting repairs to the Premises, together with any and all damages that Landlord sustains by reason of the failure of Tenant to remove the Alterations.
- 6.9 Liens. Subject to the immediately succeeding sentence, Tenant shall keep the Building and the Premises free from any liens arising out of work or services performed, materials furnished, or obligations incurred by Tenant. Tenant further covenants and agrees that any mechanic's or materialman's lien filed against the Premises or the Building for work or services claimed to have been done for, or materials claimed to have been furnished to, or obligations incurred by Tenant shall be discharged or bonded by Tenant within ten (10) days after the filing thereof, at Tenant's sole cost and expense. Should Tenant fail to discharge or bond against any such lien of the nature, Landlord may, at Landlord's election, pay such claim or post a statutory lien bond or otherwise provide security to eliminate the lien as a claim against title, and Tenant shall immediately reimburse Landlord for the actual costs thereof as Additional Rent. Tenant shall indemnify, save, defend (at Landlord's option and with counsel reasonably acceptable to Landlord) and hold the Landlord and Landlord's officers, employees, agents and elected representatives harmless from and against any claims arising from any such liens, including any administrative, court or other legal proceedings related to such liens.

8. ENVIRONMENTAL

- 8.1 Environmental Indemnification. Tenant shall, to the fullest extent provided for under any environmental laws, rules and regulations, be responsible for any required repair, cleanup, remediation or detoxification arising out of any Hazardous Materials (as the term is defined below) brought onto or introduced into the Premises or surrounding areas by Tenant, or its agents. Tenant hereby agrees to indemnify, defend and hold County harmless from and against any and all liabilities, costs, expenses (including attorney fees), damages (including but not limited to clean-

up, remediation or detoxification of) or any other losses caused by its introduction of any such Hazardous Materials into or onto the Premises and any Hazardous Materials brought onto or introduced into the Premises as described below.

- 8.2 Hazardous Materials. "**Hazardous Materials**" as the term is used herein shall mean any substance: (i) the presence of which requires investigation or remediation under any federal, state or local statute, regulation, ordinance, order, action, or policy; or (ii) which is or becomes defined as a "hazardous waste" or "hazardous substance" under any federal, state, or local statute, regulation, ordinance, or amendments thereto, including without limitation, the Comprehensive Environmental Response, Compensation and Liability Act (42 U.S.C. §9601 et seq.), or the Resource Conservation and Recovery Act (42 U.S.C. §6901, et seq.); or (iii) which is toxic, explosive, corrosive, flammable, infectious, radioactive, carcinogenic, mutagenic, or otherwise hazardous and is or becomes regulated by any governmental authority, agency, department, commission, board, agency or instrumentality of the United States, the State of Wisconsin, or any political subdivision thereof; or (iv) the presence of which on lands within the Building causes or threatens to cause a nuisance upon the Building or surrounding area or poses or threatens to pose a hazard to the Building or surrounding areas or to the health or safety of persons on or about the Building; or (v) which contains gasoline, diesel fuel, or other petroleum hydrocarbons; or (vi) which contains polychlorinated biphenyls (PCBs), asbestos, or urea formaldehyde foam insulation; or (vii) which causes notification of release and required actions in accordance with Chapter 292 Wisconsin Statutes.

9. **UTILITIES.** Tenant shall separate and pay any and all utility costs serving the Premises. "Utilities" include, but are not limited to, sewer, water, gas, telephone, internet, electric, steam, natural gas, and chilled water, and all other utility service expenses lawfully and reasonably assessed, levied, or asserted against the Premises. Any costs related to the installation, service, and maintenance of Utilities for the Premises, including, but not limited to, the installation of any electrical outlet(s) necessary for the operation of the Tenant, shall be the sole responsibility of the Tenant. Tenant shall have the right to enter into reasonable agreements with utility companies as required in order to service the Premises. County agrees to timely review and approve any such agreements.

10. **INDEMNIFICATION**

- 10.1 Indemnity. To the fullest extent permitted by Applicable Laws, Tenant and Landlord shall each be liable for their own negligent acts and omissions and each agrees to indemnify and hold each other harmless for any losses, damages, costs and expenses resulting therefrom. Without limiting the foregoing, Tenant shall indemnify Landlord for, and hold it harmless from, all liability, claims and demands on account of personal injuries, property damage and loss of any kind whatsoever (including workers' compensation claims) which arise out of or are in any manner connected with the performance of this Lease, based on any injury, damage or loss being caused by the negligence of Tenant, its contractors, subcontractors, agents, invitees or employees. Landlord shall, subject to any limitation provided by Applicable Laws, indemnify Tenant for, and hold it harmless from, all liability, claims and demands on account of personal injuries, property damage and loss of any kind whatsoever (including workers' compensation claims) which arise out of or are in any manner connected with the performance of this Lease, based on any injury, damage or loss being caused by the negligence of Landlord, its contractors, subcontractors, agents, invitees or employees, or on account of any pre-existing environmental conditions.

- 10.2 Limitation of Landlord's Liability. Landlord's liability under this Lease shall be limited to Landlord's equity interest in the Premises. In no way shall any judgment rendered against Landlord give rise to any right of execution or levy against Landlord's other assets. Nothing in this provision, bars Tenant from seeking and enforcing any equitable remedy against Landlord, but any such equitable remedy that can be cured by the expenditure of money may be enforced personally against Landlord only to the extent of Landlord's equity interest in the Premises. If Landlord sells or otherwise transfers its interest in the Premises, Landlord shall be released from all liability under this Lease, provided that the party acquiring such interest has assumed all obligations of the Landlord under this Lease.

11. **CASUALTY**

- 11.1 Casualty. If the Premises is damaged or destroyed by fire or other casualty covered by insurance, then this Lease shall continue in full force and effect and Landlord may proceed to repair or restore the Premises to the condition which Landlord furnished to Tenant upon the commencement of the Term. Landlord shall be under no obligation to restore any Alterations to the Premises made by Tenant unless the same is covered by Landlord's insurance, but nothing herein shall be construed to require County to insure such property. In no event shall Landlord be obligated to expend an amount in excess of the insurance proceeds available to Landlord for such repair or restoration. In the event the Premises are repaired as provided herein, then Tenant shall repair and restore its merchandise, furnishings, furniture, equipment and all alterations, additions and leasehold improvements made by or for Tenant to at least a condition equal to that before its damage.
- 11.2 Termination. Notwithstanding the foregoing, if any destruction or damage to the Premises is so extensive that Landlord, in its sole discretion, elects not to repair or restore the Premises or the proceeds of insurance are not sufficient or available to fully pay the cost of the repair or restoration, then Landlord may terminate this Lease effective as of the date of the damage by written notice to Tenant, with notice to be given within ninety (90) days after the occurrence of the damage or destruction.

12. **DEFAULT REMEDIES**

- 12.1 Defaults. The occurrence of any of the following events ("**Defaults**") shall constitute a default by Tenant under this Lease
- a. Tenant abandons the Premises;
 - b. Tenant fails to make any payment of Rent, as and when due.
 - c. Tenant fails to observe or perform any obligation or covenant contained herein to be performed by Tenant, where such failure continues for a period of twenty (20) days after written notice thereof from Landlord to Tenant; provided that, if the nature of Tenant's default is such that it reasonably requires more than twenty (20) days to cure, Tenant shall not be deemed to be in Default if Tenant commences such cure within such twenty (20) day period and thereafter diligently prosecute the same to completion; and provided, further, that such cure is completed no later than thirty (30) days after Tenant's receipt of written notice from Landlord;
 - d. Tenant makes an assignment for the benefit of creditors;

- e. A receiver, trustee or custodian is appointed to or does take title, possession or control of all or substantially all of Tenant's assets;
- f. Tenant files a voluntary petition under the United States Bankruptcy Code or any successor statute (as the same may be amended from time to time, the "**Bankruptcy Code**") or an order for relief is entered against Tenant pursuant to a voluntary or involuntary proceeding commenced under any chapter of the Bankruptcy Code;
- g. Any involuntary petition is filed against Tenant under any chapter of the Bankruptcy Code and is not dismissed within one hundred twenty (120) days;
- h. Tenant's interest in this Lease is attached, executed upon or otherwise judicially seized and such action is not released within one hundred twenty (120) days of the action.

12.2 If a Default occurs, Landlord shall have the rights and remedies hereinafter set forth, which shall be distinct, separate and cumulative and shall not operate to exclude or deprive Law of any other right or remedy allowed it by law:

- a. To terminate this Lease by giving to Tenant written notice of Landlord's election to do so, in which event the Term and all right, title and interest of Tenant hereunder shall end on the date stated in such notice
- b. To terminate the right of Tenant to possession of the Premises without terminating this Lease, by giving written notice to Tenant that Tenant's right of possession shall end on the date stated in such notice, whereupon the right of Tenant to possession of the Premises or any part thereof shall cease on the date stated in such notice; and
- c. To enforce the provisions of this Lease and may enforce and protect the rights of Landlord hereunder by a suit or suits in equity or at law for the specific performance of any covenant or agreement contained herein, and for the enforcement of any other appropriate legal or equitable remedy, including without limitation (1) injunctive relief, (2) recovery of all moneys due or to become due from Tenant under any of the provisions of this Lease, and (3) any other damages incurred by Landlord by reason of Tenant's default under this Lease

13. Termination: Either party may terminate for cause (which is defined herein as a material breach of the terms and conditions of this agreement) following ninety (90) days' written notice (the "Notice Period"), subject to the following restrictions and conditions: (1) prior to termination, the breaching party will be afforded the Notice Period in which to cure the breach after receipt of the written notice; provided, however, that if the breaching party is diligently pursuing a cure, the breaching party will have such additional time as is reasonably necessary to effect a cure; (2) If Tenant has constructed improvements which were approved by Landlord which improvements are permanently installed or affixed by Tenant to the Premises and such improvements will remain upon termination of the Lease, the Landlord will compensate the Tenant for the actual cost of those improvements less five percent (5%) for each year such improvements have been installed and less deductions for any actual damage (excluding normal wear and tear) to such improvements. "Improvements" as used in this Section means improvements made by Tenant while under any lease agreement. Documentation of the cost of such improvements shall be an agreed upon amount (between the Landlord and Tenant) stated in writing and signed by the Landlord and Tenant when the improvements are or were approved by Landlord and further documented by actual receipts for the labor and materials. Such compensation by Landlord to Tenant will occur within 60 working days of vacation of the Premises by Tenant if Landlord terminates this Lease under this Section; (3) If the Notice Period provided herein (including any extensions for reasonably diligent attempts to cure) terminates without cure by the breaching party between April 15 and November 1, the lease shall not terminate any earlier than November 30 to allow the current sailing season to be completed and for Tenant to vacate the Premises.

14. **HOLDOVER**

14.1 Holding Over. If, with Landlord's prior written consent, Tenant holds possession of all or any part of the Premises after the Term, Tenant shall become a tenant from month to month after the expiration or earlier termination of the Term, and in such case, Any such month-to-month tenancy shall be subject to every other term, covenant and agreement contained herein. Notwithstanding the foregoing, if Tenant remains in possession of the Premises after the expiration or earlier termination of the Term without Landlord's prior written consent, (a) Tenant shall become a tenant at sufferance subject to the terms and conditions of this Lease, and (b) Tenant shall be liable to Landlord for any and all damages suffered by Landlord as a result of such holdover, including any lost rent or consequential, special and indirect damages. The foregoing provisions of this Article are in addition to and do not affect Landlord's right of reentry or any other rights of Landlord hereunder or as otherwise provided by Applicable Laws. The provisions of this Section shall survive the expiration or earlier termination of this Lease.

15. **LITIGATION**

15.1 Attorney Fees. In the event of any litigation between Landlord and Tenant arising out of this Lease, the unsuccessful party in such litigation shall pay the court costs and reasonable attorneys' fees of the prevailing party.

15.2 Waiver of Jury Trial. TO THE FULLEST EXTENT PERMITTED BY LAW, LANDLORD AND TENANT HEREBY WAIVE TRIAL BY JURY IN ANY ACTION, PROCEEDING, OR COUNTER-CLAIM BROUGHT BY EITHER OF THE PARTIES HERETO AGAINST THE OTHER THAT IS IN ANY WAY CONNECTED WITH THIS LEASE, THE RELATIONSHIP OF LANDLORD AND TENANT HEREUNDER, TENANT'S USE OR OCCUPANCY OF THE PREMISES, AND/OR ANY CLAIM OF INJURY OR DAMAGE.

16. **LANDLORD RIGHTS**

16.1 Landlord Entrance. The Landlord may enter upon the Premises and may exercise any or all of the foregoing rights hereby reserved without being deemed guilty of an eviction or disturbance of the Tenant's use or possession and without being liable in any manner to the Tenant and without abatement of Rent or affecting any of the Tenant's obligations hereunder.

17. **NOTICES**

17.1 Notices: All notices required or permitted to be given under this Lease shall be in writing, addressed as follows:

If to Tenant prior to the Commencement Date:

Attention: _____

If to Tenant after the Commencement Date, at the Premises.

If to County:
Milwaukee County Parks
Parks Executive Director
9480 Watertown Plank Rd.
Wauwatosa, WI 53226

Provided, however, that either Landlord or Tenant may change the location at which it receives notices, to another location within the United States of America, upon not less than ten (10) days' notice to the other.

17.2 All notices shall be deemed effectively given: (a) when delivered, if delivered personally;(b) three (3) days after such notice has been deposited in the United States mail postage prepaid, if mailed certified or registered mail, return receipt requested;(c) one (1) business day after such notice has been deposited with a nationally-recognized overnight courier; or (d)when received by the party for which notice is intended if given in any other manner.

18. COMPLIANCE WITH LAW - NONDISCRIMINATION, AFFIRMATIVE ACTION, AND TARGETED BUSINESS ENTERPRISE GOALS:

18.1 Generally: 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.

18.2 Non-Discrimination: Tenant 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; 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.

18.3 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 and 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 the aforementioned requirements, it shall be its responsibility to show that it has exercised good faith efforts to meet all

18.4 Affirmative Action Plan: Tenant certifies that if it has fifty (50) or more employees (excluding any and all seasonal employees), it has filed or will develop and submit a written Affirmative Action Plan. 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.

- 18.5 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.
- 18.6 Reporting Requirement: When applicable, Tenant certifies that it will comply with all reporting requirements and procedures established in Title 41 Code of Federal Regulations, Chapter 60.
- 18.7 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.
- 18.9 Targeted Business Enterprise Goals: Tenant shall use reasonable efforts to cause its contractors to establish Targeted Business Enterprise ("TE") participation goals, consistent with Milwaukee County TE goals of twenty-five percent (25%) for construction and seventeen percent (17%) for goods and services, purchases and subcontracts, and to use good faith efforts to achieve those goals. The Milwaukee County Community Business Development Partners shall assist Tenant in soliciting potential TE vendors for the improvements and monitor such goal attainment.

19. MISCELLANEOUS

- 19.1 Entire Agreement; Modification. This Lease represents the final understanding and agreement between Landlord and Tenant. The Lease cannot be modified except by written and signed document. Guarantor agrees that any modification of this Lease shall not affect the liability of such Guarantor, whether or not such Guarantor executes the Lease modification.
- 19.2 Only Landlord/Tenant Relationship. Nothing contained in this Lease shall be deemed or construed by the parties hereto or by any third party to create the relationship of principal and agent, partnership, joint venturer or any association between Landlord and Tenant, it being expressly understood and agreed that neither the method of computation of Rent nor any act of the parties hereto shall be deemed to create any relationship between Landlord and Tenant other than the relationship of landlord and tenant
- 19.3 Governing Law. Interpretation of this Lease shall be governed by the laws of the State of Wisconsin, without regard to conflict of law principles.
- 19.4 Partial Invalidity. If any term, provision or condition contained in this Lease shall, to any extent, be invalid or unenforceable, the remainder of this Lease shall not be affected, and each and every other term, covenant, provision and condition of this Lease shall be valid and enforceable to the fullest extent possible permitted by law.
- 19.5 Third Party Services. Tenant agrees that in the event that any third party shall furnish any utility or other service (including, but not limited to, telephone service) to the Premises pursuant to an agreement between Tenant and such third party, Landlord shall not be liable in damages by in the event that such third party shall fail to furnish or delay in furnishing any such service or for any diminution in the quality or quantity thereof, and no such failure or delay or diminution shall be deemed to constitute an eviction of Tenant or disturbance of Tenant's use and possession of the Premises.

- 19.6 Authority of Tenant. If Tenant is a corporation, or limited liability company or other entity, each individual executing this Agreement on behalf of Tenant represents and warrants that he or she is duly authorized to execute and deliver this Agreement on behalf of said corporation, limited liability company or other entity, as the case may be, and that this Agreement is binding upon said corporation in accordance with its terms without the joinder or approval of any other person.
- 19.7 County Rights of Access and Audit: The Tenant or other party to the contract, its officers, directors, agents, partners and employees shall allow the County Audit Services Division and department contract administrators (collectively referred to as Designated Personnel) and any other party the Designated Personnel may name, with or without notice, to audit, examine and make copies of any and all records of the Tenant or other party to the contract, related to the terms and performance of the Contract for a period of up to three years following the date of last payment, the end date of this contract, or activity under this contract, whichever is later. Any subcontractors or other parties performing work on this Contract will be bound by the same terms and responsibilities as the Tenant. All subcontracts or other agreements for work performed on this Contract will include written notice that the subcontractors or other parties understand and will comply with the terms and responsibilities. The Tenant or other party to the contract, 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.
- 19.8 Survival. All obligations of Tenant hereunder not fully performed as of the expiration or earlier termination of the Term of this Lease shall survive the expiration or earlier termination of the Term hereof, including without limitation, all payment obligations with respect to Operating Expenses and all obligations concerning the condition of the Premises.
- 19.9 Force Majeure. Whenever a period of time is herein prescribed for action to be taken by Landlord or Tenant, Landlord or Tenant shall not be liable for, nor shall any eviction of Tenant result from, a time limitation for performance of any obligation, including but not limited to obligations related to construction, repair, maintenance or service, the time provided for shall be extended for as long as and to the extent that delay in compliance with such limitation is due to an act of God, governmental control, pandemic, civil disturbance, or other factors beyond the control of non-performing party.
- 19.10 OFAC Certification. Tenant hereby represents and certifies to Landlord as follows: (i) Tenant is not acting, directly or indirectly, for or on behalf of any person, group, entity or nation named by any Executive Order (including without limitation Executive Order 13224), the USA PATRIOT Act (including the antiterrorism provisions thereof), the International Emergency Economic Powers Act, the Trading with the Enemy Act, the United States Treasury Department, or any other legislation as a terrorist, "Specially Designated National and Blocked Person," or other banned or blocked person, entity, nation or transaction pursuant to any law, order, rule or regulation that is enacted, enforced or administered by the Office of Foreign Assets Control ("**Embargoed Person**"); and (ii) Tenant is not engaged in this transaction, directly or indirectly, for or on behalf of, or instigating or facilitating this transaction, directly or indirectly on behalf of, any such Embargoed Person. Notwithstanding anything in this Lease to the contrary, Tenant hereby agrees to defend, indemnify and hold harmless Landlord from and against any and all claims, damages, losses, risks, liabilities, fines, penalties, forfeitures and expenses (including without limitation costs and attorneys' fees) arising from or related to any breach of the foregoing certification.

Exhibit A
Premises Depiction



EXHIBIT B
Community Programming

RESULTS

25%
By Moving to Online and In-Person Winter Classes, Participation Increased 25%

12,345
Volunteers Contributed Over 12,345 Hours

178
178 New Members Achieved their Light Air Rating

92
92 Students were Taught in Our Youth Program

6,000
Members Used Our Ensign Fleet More Than 6,000 Times

98
98 8-11 Year Olds Learned to Sail in Our Prams Program

300
Over 300 People with Special Needs and Others Received Sailboat Rides

\$3,660
Lobster Boil Generated \$3,660!

16
16 Teens Took Part In Our Summer STEM Program

MCSC HAS MADE GREAT STRIDES IN MEETING AND EXCEEDING MEMBER EXPECTATIONS

We've accomplished a lot over the last several years due in large part to our members, friends, a dedicated staff and an amazing group of volunteers. Here are some of the highlights:

- Resurfaced Entire Boat Yard and Installed New Lighting
- Expanded Winter and Summer Classroom Opportunities
- Purchased a Fleet of 12 Catalina 14.2s for our Youth Program
- Completely Restored 20 Pearson Ensigns, Our Primary Teaching Fleet
- Upgraded our Safety Boat Fleet
- Constructed a New Modern Dockhouse

But we're not finished! There is still much to do. Look for opportunities to help us through our Annual Fundraising Appeal and find ways you might be able to assist us through volunteer hours in the coming year.

MILWAUKEE COMMUNITY SAILING CENTER

1450 North Lincoln Memorial Drive | Milwaukee, Wisconsin 53202 | 414.277.9094 | SailingCenter.org

2022 Adult Basic Classes

Adult Basic Instruction

MCSC's nationally acclaimed basic sailing instruction incorporates classroom theory and on-the-water practice. Our 8-session, 24 hour course during a two-week period makes learning safe, effective and fun. Most students earn a Light Air Rating upon completion of the basic course. You will learn and practice basic sailing techniques like tacking, jibing, docking and proper sail trim. Become familiar with sailing terms, rigging and right-of-way rules.

Sail Venture

Do you have an interest in sailing, but are not sure if it's for you? Take this two-day course to learn more about the theory and skills behind sailing and, weather permitting, spend time sailing to try out your sea legs! If you decide to join after taking this class, \$60 of your class fee will be applied to your first year's membership dues. This course does not replace an Adult Basic Class.

Section & Dates

SV-A – July 5-6
SV-B – July 7-8

Time

5:30 – Sunset
1:00 – 4:00 pm

Course fee: \$120 Adult Membership is not required.

Adult Basic Evening Class

Section & Dates

A – May 9-19
B – May 23-June 3 (M-Th and T-F)
C – June 6-16
D – June 13-23
E – June 20-30
F – July 11-21
G – July 18-28
H – July 25-August 4
I – August 1-11

Time

5:30 – 8:30 pm
5:30 – 8:30 pm
5:30 – 8:30 pm
5:30 – 8:30 pm
5:30 – 8:30 pm
5:30 – 8:30 pm
5:30 – 8:30 pm
5:30 – 8:30 pm
5:30 – 8:30 pm

Basic Course fees: \$240 plus MCSC membership fee.
Course fee includes US Sailing's Basic Keelboat textbook.



Adult Basic Daytime Class

Section & Dates

AA – June 6-16
BB – June 20-30
CC – July 11-21
DD – July 25-August 4

Time

9:00 am – Noon
1:00 pm–4:00 pm
9:00 am – Noon
1:00 pm–4:00 pm

Basic Course fees: \$240 plus MCSC membership fee.
Fee includes US Sailing's Basic Keelboat textbook.

Adult Basic Weekend Intensive Class

The fast-paced version of the Adult Basic sailing course is an option for those with busy schedules. Due to the accelerated pace of this class, prior sailing experience is helpful but not required. All of the basics are covered. Learn to sail in just three days!

Section & Dates

WEI-1 – May 13-15	Friday – Sunday
WEI-2 – May 20-22	Friday – Sunday
WEI-3 – May 27-29	Friday – Sunday
WEI-4 – June 3-5	Friday – Sunday
WEI-5 – June 10-12	Friday – Sunday
WEI-6 – June 17-19	Friday – Sunday
WEI-7 – June 24-26	Friday – Sunday
WEI-8 – July 8-10	Friday – Sunday
WEI-9 – July 15-17	Friday – Sunday
WEI-10 – July 29-31	Friday – Sunday
WEI-11 – August 5-7	Friday – Sunday
WEI-12 – August 12-14	Friday – Sunday

Times:

Friday 5:30 – Sunset
Saturday & Sunday 9:30 am – 4:30 pm

Basic Course fees: \$300 plus MCSC membership fee.
Course fee includes US Sailing's Basic Keelboat textbook.

2022 Adult Intermediate Classes

Adult Intermediate Instruction

Fast-paced Intermediate courses will challenge you to improve basic sailing skills, theory, understanding and decision-making in a variety of wind and wave conditions both inside and outside the breakwater. These four session courses meet Monday through Thursday for one week and focus on boat handling, sail trim, and intermediate level maneuvers. A great way to build your sailing experience and confidence!

A Light Air Rating or Instructor consent is required for all MCSC Intermediate courses.

Please remember that there is NO guarantee that a Medium Air Rating will be earned in ANY Intermediate course. Intermediate courses introduce some additional maneuvers and in-depth sail theory that may require additional time for both practice and experience. **Please allow for at least 20 hours of practice time from completion of Basic classes.**

Adult Intermediate Class

The Intermediate courses will focus on effective sail trim, skipper technique, decision making and the quick-stop crew overboard maneuver. This is a great course for the experienced Light Air sailor.

<u>Section & Dates</u>	<u>Time</u>
IS-A – May 9-12	5:30 – 8:30 pm
IS-B – May 16-19	1:00 – 4:00 pm
IS-C – June 27-30	5:30 – 8:30 pm
IS-D – July 18-21	1:00 – 4:00 pm
IS-E – Aug 8-11	5:30 – 8:30 pm
IS-F – Aug 15-18	1:00 – 4:00 pm

Course fee: \$120 plus MCSC membership fee.



Introduction to the 420

The 420 is a popular, technically challenging and exciting boat. This course will introduce more advanced centerboard skills. Walk-over capsizing may be introduced.

<u>Section & Dates</u>	<u>Time</u>
420-A – July 11-14	5:30 – 8:30 pm
420-B – August 8-11	5:30 – 8:30 pm

Course fee: \$120 plus MCSC membership fee
Prerequisite: Introduction to Centerboard class.

www.sailingcenter.org

Introduction to the Centerboards

This great course on our new Catalina 14.2's covers launching, rigging and basic centerboard sailing techniques. Capsizing is also introduced and practiced. Become a better sailor on a centerboard!

<u>Section & Dates</u>	<u>Time</u>
CTBD-A – July 11-14	5:30 – 8:30 pm
CTBD-B – August 8-11	5:30 – 8:30 pm

Course fee: \$120 plus MCSC membership fee.

2022 Adult Advanced Classes

Adult Advanced Instruction

MCSC's Advanced Sailing courses are aboard Ensigns, Solings, J-24's and MCSC's cruising boats. Gain valuable experience in helmsmanship, teamwork, boat management, sail trim and spinnaker sailing as well as docking, mooring, reefing and more. Please remember that there is NO guarantee that a Heavy Air Rating will be earned in ANY Advanced course. A Heavy Air Rating is required for a number of these courses.

Prerequisite Clarification:

"Experienced" Medium Air Rating means having had a Medium Air Rating for at least 1 year.

Instructor Consent - Skippers with previous experience will be considered on an individual basis.

Advanced Sailing Course

<u>Section & Dates</u>	<u>Time</u>
AS-A – May 23-26	1:00 – 4:00 pm
AS-B – June 6-9	5:30 – 8:30 pm
AS-C – July 11-14	5:30 – 8:30 pm

Course fee: \$120 plus MCSC member

Prerequisite: Experienced Medium Rating / Inst. Cons.

Introduction to the J-24

The J-24 is a popular, technically challenging boat that can be day-sailed or raced. This course emphasizes basic skills along with rigging and crew positions.

<u>Section & Dates</u>	<u>Time</u>
J24-A – June 13-15	5:30 – 8:30 pm
J24-B – July 18-20	5:30 – 8:30 pm

Course fee: \$120 plus MCSC membership fee

Prerequisite: Experienced Medium Air Rating

Introduction to Spinnakers

This new course will utilize J-24's and Ensigns and will cover spinnaker terminology, rigging, launching and retrieval. Learn the basics of spinnaker usage.

<u>Section & Dates</u>	<u>Time</u>
SPIN-A – August 15-18	5:30 – 8:30 pm

Course fee: \$120 plus MCSC membership fee

Prerequisite: Experienced Medium Air Rating/
Instructor consent

Basic Cruising Course

This course aboard Voules-Vous, MCSC's Catalina 27', covers the basics of cruising. Topics include boat handling, auxiliary power, anchoring, systems and more.

<u>Section & Dates</u>	<u>Time</u>
BC-A – May 23-25	5:30 – 8:30 pm
BC-B – August 15-17	5:30 – 8:30 pm

Course fee: \$120 plus MCSC membership fee

Prerequisite: Heavy Air Rating / Instructor Consent

Intermediate Cruising Course

This course aboard Reliance, MCSC's C&C 29' will continue to enhance your basic cruising skills. Review boat systems, crew recovery and some safety procedures. This is a 2-day course, with the third day scheduled for make-ups or a class cruising adventure.

<u>Section & Dates</u>	<u>Time</u>
TBD	

Course fee: \$60 plus MCSC membership fee.

Prerequisite: Misty Rating / Instructor Consent.

www.sailingcenter.org

EXHIBIT B
Community Programming

2022 Adult Refresher Classes

Shake out the winter cobwebs and review your sail trim and theory, tacking, jibing, docking and crew-overboards in the Refresher Courses. Courses include classroom review and on-the-water practice.

Light Air Refresher Course

<u>Section & Dates</u>	<u>Time</u>
Light Air R-A22 May 9-10	1 pm-4 pm
Light Air R-B22 May 16-17	5:30 to Sunset

Course fee: \$60 plus MCSC membership fee.

Prerequisite: Light Air Rating / Instructor Consent.

Medium Air Refresher Course

<u>Section & Dates</u>	<u>Time</u>
Medium Air R-A22 May 11-12	1 pm-4 pm
Medium Air R-B22 May 18-19	5:30 to Sunset

Course fee: \$60 plus MCSC membership fee.

Prerequisite: Medium Air Rating / Instructor Consent.

www.sailingcenter.org

2022 *Prams in the Park* Classes (Ages 8 to 11)

MCSC's nationally recognized "Prams in the Park" program introduces sailing and water safety to children at Discovery World Lagoon. Students learn water safety, rigging, sail theory, basic maneuvers and practice a capsized recovery drill under the watchful supervision of MCSC instructors.

The "Prams in the Park" program began in 1985 and has received numerous accolades for introducing children to sailing and water safety. Need-based scholarships are available. Call MCSC (414-277-9094) or visit SailingCenter.org for more details. Student must complete a 25-yard swim test before their class begins.



Prams in the Park – Level 1 *Discovery World Lagoon*

<u>Section & Dates</u>	<u>Time</u>
PL1-A – June 20-24	9:00 to Noon
PL1-B – June 20-24	1:00 to 4:00 pm
PL1-C – June 27-July 1	1:00 to 4:00 pm
PL1-D – July 25-29	9:00 to Noon
PL1-E – July 25-29	1:00 to 4:00 pm
<u>Course fee:</u> \$150 – No membership required.	



Prams in the Park – Level 2 *Discovery World Lagoon*

If your child has previously completed two or more Prams in the Park sessions, they are welcome to enroll in the Prams Level 2 classes.

<u>Section & Dates</u>	<u>Time</u>
PL2-A – July 18-22	9:00 to Noon
PL2-B – July 18-22	1:00 to 4:00 pm
PL2-C – August 15-19	9:00 to Noon

Course fee: \$150 – No membership required.

Prerequisite: Two (2) prior Level 1 classes or instructor consent.



Prams STEM Camp

Discovery World and the Sailing Center partner with youth to navigate into a STEM water world to explore the inner science of water and the on-water tactics of sailing. This exciting week-long program allows students to spend a half day sailing on water and a half day working in Discovery World's water lab.

<u>Section & Dates</u>	<u>Time</u>
DW1-A-STEM – June 13-17	9:30 am to 4:30 pm
DW1-B – STEM – July 11-15	9:30 am to 4:30 pm
DW1- C -STEM – August 8-12	9:30 am to 4:30 pm

Course fee: \$400 – No membership required.

2022 Youth Classes (Ages 12 to 17)

Spend the summer sailing on Lake Michigan and enjoy the inherent adventure of sailing! Whether you're brand new to sailing or you have been sailing all of your life, MCSC has a class for you. Our Youth Program runs Monday through Thursday from 9am to 12pm or 1pm to 4pm. Looking for a full day of fun? Select programs have full day options. STEM camps also provide full day sailing programming while teaching science, technology, engineering, and math concepts. To learn more, visit sailingcenter.org, call **414-277-9094** or email info@sailingcenter.org

Things to know about MCSC Youth Courses

- Students must have a certified swim-check of 75 yards on file before being able to participate.
- Youth Basic Classes (Levels 1 through 3) run AM or PM, Monday through Thursday for two weeks.
- Students will receive a confirmation letter with additional course information upon enrollment.
- Parent or Guardian permission is required along with a completed medical form.
- Membership is not required to enroll in these classes.
- In 2022, students over the age of 12 must be vaccinated for COVID-19 to participate in classes.

Youth Level 1 Class

This popular, hands-on course introduces the basics of sailing and water safety. Students learn and practice tacking, jibing, docking and sail theory. Rules of the Road, capsize drills and crew overboard skills are also covered.

Section & Dates

YL1-A – June 20-30

YL1-B – June 20-30

YL1-C – July 11-21

YL1-D – July 25-Aug 4

YL1-E – Aug 8-18

Time

9:00 to Noon

1:00 pm to 4:00

9:00 am to Noon

9:00 am to Noon

9:00 am to Noon

Course fee: \$240.00

Youth Level 2 Class

This course is designed to refine the basic (Level 1) sailing skills through practice and additional on-the-water experience. *Students will repeat this course until a rating is achieved.*

Section & Dates

YL2-A – June 20-30

YL2-B – July 11-21

YL2-C – July 11-21

YL2- D – July 25-Aug 4

YL2 – E – August 8-18

Time

9:00 am to Noon

9:00 am to Noon

1:00 to 4:00 pm

9:00 am to Noon

9:00 am to Noon

Course fee: \$240.00

Youth Level 3 Class

The Level 3 course is designed for the experienced youth sailor aboard the Club 420. Higher level tactics, spinnaker and trapeze use are also introduced. This is a great class for the youth sailor who has successfully graduated from the Level 2 classes. Level 3 courses are often repeated.

Section & Dates

YL3-A – July 18-28

YL3-B – Aug 1-11

Time

1:00 to 4:00 pm

1:00 to 4:00 pm

Course fee: \$240.00



Youth All-Day Options

Some Level 1 and Level 2 classes are scheduled so that a student could take a class in the morning and the afternoon, which could provide parents with an all-day option to make childcare a little easier. *However*, these are repeated classes; although instructors would do their best keep classes interesting, they will be teaching the same material both morning and afternoon. There is no discount available for this option.

www.SailingCenter.org

Exhibit C

Reducing Single-Use Plastics Products and Polystyrene Foam

DEFINITIONS

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

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

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

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

POLICY

Pursuant to File 20-147¹, Milwaukee County policy is to reduce and eliminate single-use plastic products and polystyrene foam (Styrofoam™ and similar products) on property owned, operated, or supported by the County. Under this contract, Vendor shall make good faith efforts to choose reusable, recyclable, or compostable products. Accordingly, Vendor shall not use, distribute, or sell the following items whenever possible:

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

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

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