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2  
3 **MANAGEMENT AGREEMENT**

4 THIS MANAGEMENT AGREEMENT, (herein called the "Agreement"), is made and  
5 entered into effective July 1, 2012, by and between MILWAUKEE COUNTY, a municipal  
6 corporation of the State of Wisconsin, as represented by the Department of Parks,  
7 Recreation and Culture (herein called "County"), and JOURNEY HOUSE, INC. ("Operator"), a  
8 Wisconsin non-stock corporation.

9 **PRELIMINARY STATEMENT**

10  
11 Milwaukee County is the owner of Mitchell Park, located at 524 South Layton  
12 Boulevard, in the city of Milwaukee, Milwaukee County, state of Wisconsin. The Mitchell  
13 Park Master Plan envisions athletic fields and other recreational amenities and  
14 concessions facilities in the park. Journey House, in collaboration with the Zilber  
15 Neighborhood Initiative in Clarke Square, and with the support of its neighborhood  
16 residents and businesses and other stakeholders, has secured funds for the purpose of  
17 constructing, operating, maintaining, and managing an NFL Football Field and Related  
18 Amenities in Mitchell Park. The NFL Green Bay Packers donated the former Nitschke  
19 Field Turf (the "Football Field"), an approximately \$300,000 synthetic field, to Journey  
20 House. Journey House has secured 100% of the funds necessary to install, operate,  
21 maintain and manage the field and security fencing in Mitchell Park for use by all  
22 Milwaukee County residents, and by visitors to Milwaukee County as herein provided.  
23 The County has executed this Agreement pursuant to action taken by its Board of  
24 Supervisors on June 28, 2012, Resolution File No. 12-486.

25  
26 **WITNESSETH**

27  
28 1. PROPERTY. County owns that certain parcel of real estate (hereinafter, the  
29 "Property") as shown on Exhibit A attached hereto and made a part hereof and legally  
30 described on Exhibit B attached hereto and hereby made a part of the Agreement, located  
31 at what is commonly known as Mitchell Park (the "Park") situated in the city of Milwaukee,  
32 Milwaukee County, state of Wisconsin, with all easements, licenses, rights, privileges,  
33 hereditaments and appurtenances thereunto belonging.

34  
35 2. NOT A LEASE. This Agreement does not constitute a lease, but constitutes a  
36 Management Agreement and Operator is limited to the use of the Property as expressly  
37 and specifically described herein.

38  
39 3. EXCLUSIVE LICENSE. In connection with this Management Agreement, the County  
40 hereby grants to Operator and the Operator hereby accepts from County an exclusive  
41 license to occupy the Property to construct, to use, to operate, to maintain, to repair, to  
42 replace, to restore, to improve, and to manage a Football Field and Related Amenities on  
43 the Property, subject to all the terms and conditions of the Management Agreement,  
44 throughout the Term of the Management Agreement for the sole purpose of operating and  
45 managing the Football Field and Related Amenities in accordance with the terms and  
46 conditions herein.

1 (a) Use of the Property. The Parties agree that Operator accepts the Property  
2 subject to all existing easements or restrictions on the Property and surrounding area,  
3 and Operator shall obtain any and all approvals necessary for its use as contemplated  
4 by this Agreement. County does not represent that the Property is suitable to  
5 Operator's proposed use. County is not responsible for any required approvals, zoning  
6 changes, building permits or other required authorizations from regulatory agencies,  
7 without limitation; provided, however, County agrees to cooperate with Operator and  
8 to assist Operator to obtain any such approvals, changes, permits or authorization.  
9 Operator enters into this Agreement with the knowledge and understanding that  
10 Operator shall use the Property consistent with its primary function, to construct, operate,  
11 maintain, and manage a Football Field and Related Amenities on the Property (among  
12 them security fencing, bleacher seating, outdoor lighting, public address system,  
13 entranceway, entrance treatments, signage, and any other amenity, to the extent  
14 subsequently permitted and approved by County, which approval by County shall not be  
15 unreasonably withheld, conditioned or delayed), (collectively, the "Related Amenities").  
16 Operator shall use the field in conjunction with its youth athletic programming, other athletic  
17 programming and for other uses ancillary thereto. Subject to County's prior written approval,  
18 which shall not be unreasonably withheld, conditioned or delayed, Operator may use the  
19 Property for non-athletic events for the purpose of raising funds or generating revenues to  
20 benefit Operator so long as such events are not inconsistent with the purpose of increasing  
21 public access or enjoyment of the Park. As used in this paragraph, and any other part of  
22 this Agreement, any requirement of the "County's approval" or "prior written approval"  
23 or "consent" or words of similar import shall be deemed satisfied by the written  
24 approval of the Director of Milwaukee County Department of Parks, Recreation and  
25 Culture (the "Director") or said Director's designee. The grounds shall be developed and  
26 landscaped in a manner that will enhance public access to and enjoyment of the  
27 adjacent areas of Mitchell Park and promote park and open space uses. The Director's  
28 approval of the plans for development, landscaping, entranceways, entrance treatments  
29 and signage shall be evidence that Operator has complied with the foregoing with  
30 respect thereto.

31  
32 (b) Public Access and Use of the Property. Operator and County recognize that  
33 public use of the field is mutually desirable. Operator shall include in its programming  
34 access to all sectors of the Milwaukee County youth and service community, including  
35 programming intended to reach minority and other groups. Operator shall also provide for  
36 and encourage use of the field by non-members of Operator whether by groups such as  
37 Milwaukee Public Schools or by individual members or organizations of the public.  
38 Operator may, however, give priority to its own programming. Notwithstanding the  
39 foregoing, Operator agrees on a weekly basis to make the field available to the public  
40 free of charge for at least four (4) hours, provided such access need not be provided  
41 during the winter or if the weather is not conducive to such access, the dates and times  
42 of which are to mutually agreed upon between County and Operator, acting  
43 reasonably and in good faith.

44  
45 The entire site surrounding the Property shall remain open and available to the  
46 public on a daily basis. Operator may utilize the areas surrounding the Property subject to  
47 the then current policies; procedures, conditions and fees established by County for  
48 permits, rentals or special event permits. Notwithstanding the foregoing, Operator shall

1 have the use of the roads and pathways located within the Park for purposes of ingress  
2 and egress to and from the Property and the use of the restroom facilities and parking  
3 located within the Park on a first come, first served basis for parties using, operating or  
4 working at, the Property without permits or additional approvals and County waives any  
5 fees in connection therewith. Operator uses and public uses in these adjacent areas shall  
6 at all times be subject to the requirements and restrictions in Milwaukee County General  
7 Ordinances Sections 47.02 and 47.16, and to all other rules, regulations, policies, and  
8 procedures applicable to Properties and space owned by the County, not covered by this  
9 Agreement and open for general use by the public. County further represents it will use  
10 its best effort to promptly respond and enforce reported violations of the above-  
11 referenced ordinances, policies, procedures, rules and regulations. Said ordinances  
12 are all attached hereto as Exhibit C.  
13

14 4. TERM; EXTENSION TERM. The Agreement shall be for an initial term of fifteen  
15 (15) years (the "Initial Term") commencing as of the above date and expiring on June  
16 30, 2027. Provided Operator (i) is not then in default under this Agreement, (ii) is  
17 maintaining and managing the Property as herein required, and (iii) is actively  
18 operating the Property for its intended purposes, including providing for and, as  
19 appropriate, encouraging public access, Operator, at Operator's option, may extend  
20 the term of this Agreement for one (1) additional consecutive period of fifteen (15)  
21 years ("Extended Term") following the Initial Term on the same terms and conditions as  
22 apply to the Initial Term. Operator shall exercise this option, if at all, by giving County  
23 written notice of exercise not later than one hundred eighty (180) days prior to  
24 expiration of the Initial Term. If it is reasonably and in good faith determined that  
25 Operator has not met the conditions described in clauses (ii) and (iii), then Operator  
26 and County may mutually agree to extend the term for an additional consecutive  
27 period of fifteen (15) years ("Extended Term") and, in connection therewith, Operator  
28 and County agree that they will negotiate reasonably, in good faith and with due  
29 diligence, with the understanding that the intent is to enter into such extension of the  
30 Agreement on terms reflecting the investment and commitment of Operator to the  
31 Property and to Operator's operations and management thereof and any changes to  
32 the terms of this Agreement will be limited to those reasonably necessary to reflect  
33 Operator's failure to meet the conditions described in clauses (ii) and (iii).  
34

35 5. SCOPE OF SERVICES. Operator shall perform and furnish such management  
36 services as are appropriate or necessary to construct, to operate, to maintain and to  
37 manage the Football Field and Related Amenities as more particularly set forth.  
38

39 6. CONSTRUCTION; ALTERATIONS and IMPROVEMENTS.  
40

41 (a) This Agreement and the obligations of County and Operator hereunder are  
42 contingent upon Operator successfully meeting the Milwaukee County "Due Diligence"  
43 requirements (see attached, as Exhibit E) and upon Operator obtaining an amount of not less  
44 than one hundred percent (100%) of the estimated cost of the proposed field and security  
45 fencing installation. All costs associated with the construction and operation of the field  
46 and fencing, including hookup of utilities and any and all utility charges for the field and  
47 fencing are the responsibility of Operator.  
48

1 (b) Prior to the start of any construction activities, including any subsequent  
2 alterations, renovations or improvements to the Property, Operator shall submit any,  
3 every and all detailed construction plans and specifications, and any revisions thereto,  
4 to County and to the Architecture and Engineering Division of the Milwaukee County  
5 Department Of Administrative Services, together with the name of Operator's proposed  
6 contractor(s), for review and approval, which approval shall not be unreasonably  
7 delayed or withheld. County's failure to respond within thirty (30) days to a written or  
8 electronic request by Operator for approval of construction plans, or within twenty (20)  
9 days regarding revisions, shall constitute approval, if, in such written or electronic request,  
10 Operator shall have notified County of the time constraint. County may request and  
11 Operator shall not unreasonably refuse a reasonable extension of time within which to  
12 respond if needed. It is expressly understood that County or the Architecture and  
13 Engineering Division cannot and will not approve any revisions that, in their reasonable  
14 opinion, are not consistent with Operator's purposes or not consistent with the  
15 conceptual design, plans and specifications submitted by Operator. Operator shall  
16 reimburse County for the cost of a Milwaukee County Project Manager during the  
17 construction phases of the project, including any subsequent construction, alterations  
18 or improvements, in an amount not to exceed seven thousand five hundred dollars  
19 (\$7,500.00). It is understood by the Parties that Operator anticipates that its  
20 improvements to the Property may proceed in stages, with the installation of the field  
21 and security fencing being financed, submitted for approval, and constructed first; and  
22 with the other Related Amenities, to be financed, submitted for approval, and constructed  
23 at a later date, dependent on the timing of Operator's fundraising. All the provisions and  
24 requirements of this Paragraph 6 and its subparts shall apply with equal force and effect to  
25 any later construction.

26  
27 (c) Conditions for approval shall include, but not be limited to provision that: (1)  
28 Operator shall obtain, prior to commencing any alterations, additions and  
29 improvements, all necessary permits and licenses from the appropriate governmental  
30 authorities; and (2) Operator shall commence construction of said improvements  
31 described in the approved plans and specifications as soon as reasonably practicable  
32 following County's approval and shall have a period of eighteen (18) months or other  
33 period of time mutually agreed upon by Operator and County, thereafter to complete  
34 the improvements contemplated hereby (subject to extension by reason of force  
35 majeure).

36  
37 1) Operator shall, at all times, obtain a Right-of-Entry ("ROE") Permit from  
38 County before performing any ground disturbing activities in any part of the Property.  
39 Operator's application for an ROE shall be reviewed and approved by County prior to  
40 commencing any ground disturbing activities. The ROE can be obtained at the  
41 Milwaukee County Dept. of Parks, Recreation and Culture, 9480 Watertown Plank Rd.  
42 Wauwatosa, WI 53226. County approval of the ROE shall not be unreasonably withheld  
43 and the fee for said ROE shall be waived by County.

44  
45 (d) All development and landscaping shall be completed in a first-class manner  
46 and consistent with the standards established for other work in the Property. County  
47 shall have the right to inspect the work at reasonable times provided it does not  
48 interfere with Operator's construction and improvements. Any and all alterations,

1 additions and additional improvements shall be made in compliance with all statutes,  
2 laws, ordinances, rules and regulations of any governmental authority having  
3 jurisdiction of the Property. Operator shall also indemnify and hold County harmless  
4 from and against all statutory liens or claims or liens of any contractor, subcontractor,  
5 laborer or any other party which may arise in connection with any alternation, addition  
6 or improvement to the Property undertaken by or on behalf of Operator. Any  
7 structures, alterations, additions or leasehold improvements installed on the Property by  
8 Operator that are necessary for the continued operation of the Property shall become  
9 the property of the County upon the expiration or termination of this Agreement. In no  
10 event shall Operator make any alterations or additions to the Property without the prior  
11 written consent of County, which consent shall not be unreasonably delayed,  
12 conditioned or withheld, except in the event of an emergency, when such consent  
13 shall not be required, provided that notice shall be given as soon as reasonably possible  
14 thereafter. Routine instances of maintenance, painting, repair and like-kind  
15 replacement of materials needing repair or replacement do not constitute alterations  
16 or additions requiring such approval, providing they do not individually exceed \$10,000  
17 in cost.

18  
19 (e) Builder's Risk. Operator or its general contractor shall provide Builders Risk  
20 insurance coverage on a completed value form insuring for special perils, with  
21 Milwaukee County as additional insured and loss payee on the insurance certificate.  
22 Coverage is during construction period and is intended to terminate when the work has  
23 been completed and the Property is ready for occupancy.

24  
25 (f) Construction Escrow. Operator agrees to provide evidence satisfactory to  
26 the County that the total amount of funds necessary to construct the field and security  
27 fence on the Property are immediately available and dedicated to such purpose and  
28 documentation is in place to provide for the orderly disbursement of the funds during  
29 the course of construction to pay for all permits, material, labor, supplies, and any other  
30 miscellaneous items used or necessary for the construction of the field and security  
31 fence. Operator shall deliver to County evidence reasonably acceptable to the  
32 County that the total amount of such funds are immediately available and dedicated  
33 for the above purpose prior to any construction activities taking place on the Property  
34 said evidence may be in the form of a letter from a banking institution stating that a line  
35 of credit is immediately available to Operator for such purposes in an amount sufficient  
36 to cover the costs thereof.

37  
38 (g) Licensed Tradespersons. Operator agrees that all renovations and  
39 improvements shall be performed by fully licensed contractors and subcontractors who  
40 shall utilize industry standard supplies, equipment, and construction methods in the  
41 performance of their duties. Operator shall require its contractors and subcontractors  
42 to obtain and maintain adequate insurance coverages with liability limits not less than  
43 that required of Operator by County. Operator shall have responsibility to enforce  
44 compliance with these insurance requirements and provide the County acceptable  
45 evidence of insurance for any contractor or subcontractor.

46  
47 (h) Construction Documents. Operator agrees that within sixty (60) days after  
48 the conclusion of each construction project, renovation or improvement project,

1 Operator shall provide to County a complete set of construction documents to be  
2 included as a minimum: (a) as-built drawings; (b) a copy of all work orders and change  
3 orders; (c) a copy of all lien-waivers; (d) operation manuals or cut sheet drawings of  
4 any mechanical fixtures or equipment which was installed; (e) manufacturer's  
5 warranties or extended warranties; (f) a copy of all construction permits and signed  
6 drawings; (g) City of Milwaukee final occupancy permits, if applicable.

7  
8 (i) Improvements/Termination.  
9

10 1) Subject to subparagraph 3, permanent improvements to the Property  
11 made by Operator shall, upon termination of the Agreement, become the property of  
12 County.  
13

14 2) Upon expiration of the Agreement or the early termination of the  
15 Agreement, as a result of Operator's voluntary election to relinquish its Agreement  
16 before the end of the initial term or extended term, or Operator's uncured default,  
17 County shall thereby acquire, free and clear and at no cost to County, title to the  
18 Football Field and Related Amenities including all permanent alterations, modifications,  
19 additions and improvements to the Football Field and Related Amenities necessary and  
20 appropriate for the continued operation of the Football Field and Related Amenities,  
21 including the equipment necessary to maintain the turf and fixtures, and all remaining  
22 amounts in the Fund.  
23

24 3) Notwithstanding anything to the foregoing contained in this  
25 Agreement, in connection with the donation of the Football Field to Operator, the  
26 Football Field is subject to a limitation that it shall be managed only by Operator. Upon  
27 any such termination or expiration of the Agreement, Operator agrees that it shall not  
28 object to County obtaining the permission of the donor of the Football Field to allow the  
29 field to remain on the Property. County understands that the donor may refuse such  
30 request or may, among other items, require that certain emblems and logos be  
31 removed from the Football Field in connection with any consent to allow the field to  
32 remain at the Property. In the event the donor refuses the County's request to allow the  
33 Football Field to remain at the Property, Operator shall cause the same to be removed  
34 and the area restored to a condition reasonably satisfactory to the Director, provided  
35 that Operator shall only be required to restore it to a condition substantially equivalent  
36 to its condition as of the date of this Agreement and shall have the right to use the  
37 funds then remaining in the Fund (as such term is hereinafter defined) for such purpose.  
38

39 4) Upon termination of the Agreement for any reason other than a  
40 material default by Operator, expiration of the Agreement term, or Operator's  
41 voluntary election to relinquish its Agreement before the end of the Agreement term,  
42 Operator shall have the right to continue to use the Property and the improvements  
43 thereon for its athletic and related programs at no charge or cost to Operator, except  
44 for any utility charges incurred during use for such athletic and related programs, for  
45 what would have been the remainder of the Agreement term, and Operator shall have  
46 priority use over any other parties, including, without limitation, public access, whenever  
47 Operator requests or desires such athletic and related programming usage, subject to

1 Operator providing County with at least thirty (30) days prior written notice of need for  
2 such usage.

3  
4 This Subsection 6(i) shall survive any termination of this Agreement as referenced  
5 above and Operator may at any time request from County a memorandum of  
6 understanding outlining its rights hereunder and said rights shall be binding upon any  
7 successors or assigns to County.

8  
9 7. OPERATION AND MAINTENANCE.

10  
11 (a) Operation.

12  
13 1) General. Operator shall have the right to operate, to maintain and  
14 manage the Football Field and Related Amenities subject to the terms and  
15 conditions set forth in this Agreement. Such operation and management shall be  
16 conducted in accordance with the terms of this Agreement, including, without  
17 limitation, in a manner that will maximize opportunities for public accessibility as set  
18 forth in section 3(a) and for achieving and sustaining breakeven or better for each  
19 operating year from the operations of the Football Field.

20  
21 2) Operational Services. Subject to the terms of this Agreement Operator  
22 shall have the responsibility to: (i) determine, establish, and implement the policies,  
23 standards, prices and schedules for the operation of the Football Field and Related  
24 Amenities; (ii) supervise and direct sales and promotion; (iii) hire, train, and supervise all  
25 employees of Operator employed at the Property; and (iv) establish accounting and  
26 payroll procedures and functions for such employees.

27  
28 3) Contracts and Agreements. All equipment leases, financing  
29 agreements, contracts and agreements relating to the Property and the improvements  
30 thereon (including contracts for utility services, maintenance and repair services,  
31 landscaping services, and agreements for any other service or function) entered into  
32 during the Term shall be entered into by the Operator as the contracting party. The  
33 Operator shall not have any authority to enter into any agreement or contract that  
34 extends beyond the Term of this Agreement that is not terminable on thirty (30) days  
35 written notice or less if the Operator defaults under the terms of this Agreement, or that  
36 is secured by all or any part of the Property or Football Field and Related Amenities  
37 (excepting only financing leases and installment sales contracts for fixtures and/or  
38 personal property). All contracts entered into by Operator regarding the Property or  
39 the Football Field and Related Amenities shall automatically expire on the expiration  
40 date of this Agreement.

41  
42 4) Signs.

43  
44 (i) Operator shall have the right and privilege of attaching, affixing,  
45 painting or exhibiting signs on the interior and exterior of the Property with the written  
46 approval of County, which approval shall not be unreasonably withheld, conditioned  
47 or delayed, provided that: a) any and all signs shall comply with the ordinances of the  
48 City of Milwaukee; and b) such signs if and when taken down shall not damage the

1 Property or, if any damage, occurs, Operator shall promptly repair the same; and c) it is  
2 expressly understood by Operator that any such signage shall be subject to the  
3 applicable terms and conditions set forth by the City of Milwaukee and County which  
4 terms and conditions shall be reasonable. It is hereby intended that County and  
5 Operator shall cooperate in order to arrive at a mutually agreeable signage program  
6 which shall facilitate the exposure of Operator's Property to the general public while at  
7 the same time being esthetically compatible with the surrounding Park.

8  
9 (ii) Operator agrees to provide the County with prominent  
10 acknowledgment signage using the County Parks Logo as integral part of all  
11 promotions. The acknowledgment signage must be prominently displayed at the  
12 entrance to the Football Field and in all of Operator's print, digital, and TV promotions  
13 and advertising related to the activities covered by this Agreement.

14  
15 5) Naming Rights. Approval in writing must be obtained from the County for  
16 any naming privileges sought in relation to the Football Field, which approval shall not be  
17 unreasonably withheld, conditioned or delayed. County's failure to respond within ten (10)  
18 business days to a written or electronic request by Operator for approval of a naming  
19 privilege shall constitute approval, if, in such written or electronic request, Operator shall  
20 have notified County of the time constraint. County may request and Operator shall not  
21 unreasonably refuse a reasonable extension of time within which to respond if needed.

22  
23 6) Security. County shall not be responsible for providing any security in  
24 connection with the Property, except as set forth below. Operator shall restore and repair,  
25 at its sole cost and expense, all of its facilities damaged and defaced as the result of  
26 vandalism, graffiti, or other wanton destruction by third parties. County shall provide, or  
27 cause to be provided, routine periodic checks of the exterior areas of the Property at least  
28 consistent with the level provided by County for other similarly "attractive" areas owned by  
29 County.

30  
31 (b) Maintenance.

32  
33 1) Operator shall be responsible for any and all maintenance and  
34 repairs to the Property.

35  
36 2) Operator covenants and agrees that it will keep the Property,  
37 including those portions of the park immediately adjacent to and outside of the  
38 Property and within one foot outside the security fence, in a reasonably safe and  
39 serviceable condition, and shall otherwise perform all necessary repairs,  
40 replacements and maintenance to the Football Field and Related Amenities  
41 constructed or installed by Operator, including necessary cosmetic repairs thereto,  
42 which shall include such things as: (i) turf and fencing repairs and replacements; (ii)  
43 repairs or replacements which are necessitated by the willful misconduct or  
44 negligence of Operator, its agents, employees, invitees, guests or representatives;  
45 (iii) repairs or replacements which are necessitated by reason of fire or other natural  
46 casualty, which events are governed by Paragraph 15 below; (iv) repairs or  
47 replacements which are necessitated by reason of a defect in the condition of the  
48 Property which existed prior to the effective date of the Agreement; and (v) repairs or

1 replacements which are necessitated by reason of a breach of any warranty or  
2 representation of Operator contained in the Agreement or by reason of Operator's failure  
3 to perform or observe any term, covenant or condition to be performed or observed by  
4 Operator pursuant to the Agreement. The foregoing indemnity shall not cover or include  
5 any repairs or replacements arising out of the willful misconduct or negligence of County,  
6 its agents, employees, or representatives or arising out of a breach by County of its  
7 representations, warranties or obligations hereunder, which shall be County's obligation  
8 hereunder. Operator agrees to perform all repairs, maintenance and replacements of the  
9 type enumerated in subparagraphs (i) through (v) of this paragraph 7 as expeditiously as is  
10 reasonable. In the event the Operator cannot repair or maintain an item enumerated in  
11 subparagraphs (i) though (v) above, which directly impacts the condition of the Property  
12 and its use, County may, after notice to Operator to perform same and reasonable time  
13 for Operator to do so, but in no event less than ninety (90) days (unless the failure to repair  
14 endangers public safety) and upon five (5) business days' notice of County's intent to do  
15 so, make said repair or maintenance and Operator shall reimburse County for the  
16 reasonable costs of said repair or maintenance. In the event of an emergency repair  
17 which prevents such notification, County shall notify Operator of said repair as soon as is  
18 possible.

19  
20 3) Notwithstanding anything to the contrary hereinabove set forth, Operator  
21 shall be responsible for the maintenance and repair of its improvements, trade fixtures,  
22 equipment and mechanical systems including such periodic preventative maintenance of  
23 its improvements, trade fixtures and equipment, as Operator may require. Operator further  
24 agrees to comply with such reasonable rules and regulations as County may establish from  
25 time to time for the upkeep and maintenance of the Property.

26  
27 4) Endowment Fund. Operator shall establish an Endowment Fund ("Fund") for  
28 maintenance of the Football Field and Related Amenities, which shall total one hundred  
29 thousand dollars (\$100,000.00). As additional consideration, Operator agrees to augment  
30 the Fund by depositing the interest accrued on any balance invested into the Fund, and  
31 hereby agrees that if the value of the Fund falls below \$50,000.00 at any time, Operator  
32 shall add to the Fund enough assets to maintain a minimum balance of \$50,000.00. Failure  
33 to maintain a balance of \$50,000.00 shall be grounds for termination of this Agreement  
34 by County, provided Operator fails to cure any such shortage within one hundred and  
35 eighty (180) days of receipt of notice from County that the shortage has occurred. The  
36 Fund is to be used as follows:

37  
38 (i) Maintenance, repair and replacement to assure upkeep of the  
39 Property and the improvements to be constructed on the Property.

40  
41 (ii) Additional improvements or non-routine maintenance to the  
42 Property as may be agreed upon by Operator and County, which approval shall not be  
43 unreasonably withheld, conditioned or delayed.

44  
45 Management of the Fund shall include the establishment of an interest  
46 bearing account(s), changing investment strategies, monitoring account activity, and  
47 providing joint written approval of all payments from account assets, which approval by  
48 County shall not be unreasonably withheld, conditioned or delayed. Notwithstanding

1 the foregoing, Operator shall have the right to make withdrawals from the Fund without  
2 County's approval, but upon notice to County, for up to \$10,000 for any item described in  
3 clause (i) above, provided that the Fund does not fall below \$50,000 as a result thereof and  
4 the aggregate amount so withdrawn from the Fund without County approval in any  
5 twelve (12) month period does not exceed \$25,000. Operator shall provide County with  
6 quarterly reports relating to Fund activities, including funds received, monies spent, and  
7 any long-term obligations, including an annual report prepared by independent auditors.

8  
9 8. REVENUE; EXPENSES.

10  
11 (a) All revenues generated by, payable in connection with or in any way related to  
12 the Football Field shall be the sole property and revenue of Operator.

13  
14 (b) Operator shall pay any and all expenses of whatever kind or nature incurred by  
15 Operator in constructing, operating, maintaining and managing the Property and Football  
16 Field and Related Amenities, regardless of the amount of revenues generated by the  
17 Football Field or whether or not there are any revenues generated by the Football Field.

18  
19 9. ENVIRONMENTAL.

20  
21 (a) To the best of County's knowledge, the Property is not in violation of any  
22 Environmental Laws (as defined below) and County has no knowledge of (i) the  
23 presence on or about the Property of any hazardous materials; (ii) any release or  
24 threatened release of any hazardous materials on or affecting the Property; or (iii) the  
25 existence of storage tanks on or under the Property. County has received no notice of  
26 any investigation proceeding by any governmental agency concerning the presence  
27 or alleged presence, release or threatened release of hazardous materials on the  
28 Property.

29  
30 (b) Operator agrees to accept the Property "as-is" and is solely responsible for  
31 conducting its own geotechnical investigation to determine soil bearing capacity and  
32 for all site excavation, debris removal, fill and development expenses. In the event that  
33 Operator reasonably determines as a result of its own investigation that hazardous  
34 materials exist or may possibly exist in or on the Property, Operator shall have the right,  
35 at its sole option, by written notice to County, to terminate this Agreement. Operator  
36 shall keep the results of its investigations confidential, unless otherwise required by law or  
37 court order and except for providing the results thereof to its lenders, donors, attorneys  
38 and consultants. In no event shall the discovery or disturbance of any hazardous  
39 materials by Operator preclude the Operator from performing its remediation  
40 responsibilities as contained in the following paragraph 9(c).

41  
42 (c) Operator shall, to the full extent provided for under any environmental laws,  
43 rules and regulations (collectively, "Environmental Laws"), be responsible for any repair,  
44 cleanup, remediation or detoxification required by the DNR arising out of (1) any  
45 hazardous materials brought onto or introduced into the Property or surrounding areas  
46 by Operator, its agents, employees, invitees, guests or representatives utilizing the  
47 Property, or (2) any hazardous materials whose presence pre-exists the  
48 commencement of Operator's Agreement term, located in and on the Property, that

1 are discovered or disturbed as a result of Operator's construction activities on, at or  
2 near the Property. Operator shall indemnify, defend and hold County harmless from  
3 any liability, cost, damage, claim or injury (including reasonable attorney fees) arising  
4 therefrom. Prior to the Commencement Date, Phase I or other environmental reports  
5 and geotechnical reports may be obtained at Operator's expense to help determine  
6 anticipated remediation requirements and expenses.  
7

8 10. TAXES. County and Operator intend that the Property shall not be subject to  
9 general and special real estate taxes and assessments, it being the parties' intention  
10 that the Property constitute "property owned by any county" within the meaning of  
11 Sec. 70.11(2), Wis. Stats., and County and Operator will take such steps as  
12 reasonably necessary to establish and uphold such tax exemption, provided that  
13 Operator shall not be required to change its use of the Property. In addition, Operator  
14 is a 501(c)(3) corporation and should not be subject to such taxes. Notwithstanding the  
15 foregoing, if the Property is now or hereafter subject to such taxes and assessment,  
16 Operator agrees to pay any real estate, personal property or other taxes due and  
17 owing with respect to any improvements made to, installed or located upon its  
18 Property. If, during the term of the Agreement, any special assessment is levied against  
19 the Property, then County and Operator shall be responsible for payments of such  
20 special assessment which becomes due and owing during the term of the Agreement  
21 in such proportion as the square footage of the Property bears to the square footage of  
22 the property being assessed as adjusted to reflect the assessed value of any  
23 improvements (The Proportionate Share). Nothing herein contained shall prevent  
24 County or Operator from protesting the validity or amount of any such assessment or  
25 from taking such action as may be required or permitted by law for enforcing and  
26 effecting such protest. In this connection, County or Operator may withhold the  
27 payment of any such protested assessments provided County or Operator proceed  
28 with such protest according to law and provide reasonably satisfactory security.  
29

30 11. UTILITIES; LICENSES; FEES. Operator agrees to pay, when due, all charges  
31 and costs for installation and operation of water, sewer, gas, heat, air conditioning,  
32 electricity, telephone and any and all other utilities or services, if applicable, for  
33 services to the Property. Operator will at its sole expense, provide for the installation  
34 of a separate metering system for these expenses.  
35

36 Operator, at its expense, shall acquire and pay for all permits or licenses which  
37 may be required for Operator's business, and also to pay, when due, all occupation  
38 taxes and any other charges of a similar nature which may at any time be levied  
39 against the Property by reason of Operator's use and occupancy thereof.  
40

41 County shall provide any easements or permits required from Milwaukee County  
42 to allow for the installation, operation and maintenance of the needed utilities.  
43

44 12. INDEMNITY.  
45

46 (a) The Operator and County (the "Indemnifying Party") agree to the fullest  
47 extent permitted by law, to indemnify, defend and hold each other harmless, and their  
48 agents, officers, and employees, from and against all loss or expense including costs

1 and attorney's fees by reason of liability for damages including suits at law or in equity,  
2 caused by any willful misconduct or negligence of the Indemnifying Party or its agents  
3 which may arise out of or are connected with the activities covered by the Agreement;  
4 provided that the party seeking indemnification (an "Indemnitee") notify the other  
5 party (an "Indemnitor") in writing of the existence of such loss, liability, claim, injury,  
6 damage or expense promptly after the Indemnitee has obtained actual knowledge  
7 that such a loss liability, claim, injury, damage or expense is threatened or pending, and  
8 further provided that the Indemnitee afford to the Indemnitor the right, but not the  
9 obligation, to assume the defense of such loss, liability, claim, injury, damage, costs and  
10 expenses, including reasonable attorneys' fees connected therewith or resulting  
11 therefrom. County's liability hereunder shall be limited by Wisconsin Statutes 345.05(3)  
12 for automobile and 893.80(3) for general liability.

13  
14 (b) Unless Operator requests otherwise, on or before October 1 of the then  
15 current Agreement year, County shall purchase, for the following year, all risks property  
16 insurance for the buildings and structures, designated as property owned by the County  
17 in accordance with §9, supra, relative to Sec. 70.11(2), Wis. Stats, taxes, for which  
18 Operator will reimburse County for the costs of the premiums. Upon request, County  
19 shall provide Operator with the key terms of the applicable insurance for the following  
20 year, including, without limitation, the applicable deductible(s), coverages and  
21 premiums. Operator shall notify County upon completion of any new building or  
22 structure that will be designated as property owned by the County for the purpose of  
23 adding it to County's property insurance. Operator shall purchase property insurance  
24 for its personal property, improvements, and betterments, as is applicable, to protect  
25 the interests of Operator and County. Operator shall bear all costs of all such insurance  
26 including applicable deductibles in the event a covered loss should occur. Operator  
27 will provide a certificate of insurance from an insurer in a form reasonably approved by  
28 County as evidence of Operator's financial responsibility for its personal property,  
29 improvements, and betterments.

30  
31 13. INSURANCE.

32  
33 (a) Operator agrees to evidence and maintain or cause its contractors to  
34 evidence and maintain proof of financial responsibility to cover costs as may arise from  
35 claims of tort, statutes and benefits under Workers' Compensation laws or vicarious liability  
36 arising from employees at least to the minimum limits established now and in the future by  
37 Milwaukee County's Risk Manager. Such evidence shall include insurance coverage for  
38 Workers' Compensation claims as required by the State of Wisconsin, including employer's  
39 liability and business insurance covering general liability and automobile coverage in the  
40 following minimum amounts:

41

<u>Type of Coverage</u>	<u>Minimum Limits</u>
42 Wisconsin Workers' Compensation 43 Or Proof of All State Coverage	44 Statutory
45 Employers' Liability	46 \$100,000/\$500,000/\$100,000

47  
48

1	Commercial General Liability	
2	Bodily Injury & Property Damage	\$1,000,000 Per Occurrence
3	(Incl. Personal Injury, Fire, Legal	\$2,000,000 Aggregate
4	Contractual and Products/Completed	
5	Operations	
6		
7	Professional Liability (Errors and Omissions)	\$1,000,000 per occurrence/claim
8	(required for Constructions Managers,	
9	Architects, Engineers and Designers)	
10		
11	Automobile Liability	
12	Bodily Injury & Property Damage	\$1,000,000 Per Accident
13	All Autos-Owned, non-owned or hired	
14	Uninsured Motorists	Per Wisconsin Requirements
15		

16 Milwaukee County will be named as an additional insured for General Liability  
17 and Automobile Liability; in the event there is a General Contractor, then the Operator  
18 and Milwaukee County shall be named as additional Insureds. A waiver of subrogation  
19 for Workers Compensation by endorsement in favor of Milwaukee County shall be  
20 provided. A thirty (30) day written notice of cancellation or non-renewal shall be  
21 afforded to Milwaukee County.

22  
23 The insurance specified above shall be placed with an "A" rated carrier per  
24 Best's Rating Guide approved to do business in the state of Wisconsin. Any deviations  
25 or waiver of required coverages or minimums shall be submitted in writing and  
26 approved by Milwaukee County's Risk Manager as a condition of this Agreement.  
27 Waivers may be granted when surplus lines and specialty carriers are used.

28  
29 A certificate of insurance shall be submitted for review to Milwaukee County for  
30 each successive period of coverage for the duration of this Agreement.

31  
32 Upon County's request, Operator shall also evidence and maintain or cause its  
33 Endowment managers to evidence and maintain Fiduciary Insurance in an amount  
34 sufficient to fully insure the amounts held in such funds.

35  
36 The insurance requirements contained within this Agreement are subject to  
37 periodic review and reasonable adjustment by the County Risk Manager consistent  
38 with similarly situated properties within the properties owned by County.

39  
40 14. ASSIGNMENT. Operator may not assign the Agreement and its right and interest  
41 hereunder, without County's express written consent, which consent shall not be unreasonably  
42 delayed, conditioned or withheld. County agrees that it would be unreasonable to withhold its  
43 consent to an assignment to a non-profit entity with a mission substantially consistent with  
44 Operator's mission with respect to youth athletics, provided such entity is of good reputation and  
45 meets Milwaukee County's due diligence requirements to the reasonable satisfaction of the  
46 County. County's consent shall not be required in the event of a merger of Operator with  
47 another non-profit entity.

48

1           15. DAMAGE OR DESTRUCTION. If, during the term of the Agreement, including any time  
2 after which Operator may have given notice to terminate the Agreement, the entire structural  
3 portion of the Property or such portion thereof as shall render the remaining portion thereof  
4 unsuitable for the continued conduct of Operator's activities therein, shall be damaged or  
5 destroyed more than 50% by fire or other casualty, Operator shall have the right, for a period of  
6 ninety (90) days thereafter, by giving written notice to County, to terminate the Agreement, in  
7 which event: (a) County shall be entitled to retain all insurance proceeds payable by reason of  
8 and with respect to damage or destruction to the Property and improvements constructed by  
9 County on the Property; and (b) Operator shall convey and remit to County all insurance  
10 proceeds payable by reason of and with respect to damage or destruction to the  
11 improvements owned or constructed by Operator on the Property. All other insurance proceeds  
12 shall be the Property of Operator. If Operator does not elect to terminate the Agreement or if  
13 the damage or destruction to the Property does not render the remaining portion thereof  
14 unsuitable for the continued conduct of Operator's activities thereon, then the Agreement shall  
15 continue in full force and effect, and Operator shall, in accordance with the provisions set forth  
16 in paragraphs 6 and 7 hereof, promptly commence and pursue diligently to completion  
17 whatever repairs to the Property are necessary to restore the Property to the condition the same  
18 were in prior to such damage or destruction and Operator shall be entitled to all insurance  
19 proceeds relating to the casualty. All such repairs shall be performed promptly and in a good  
20 and workmanlike manner in accordance with all statutes, laws, ordinances, rules and regulations  
21 of any governmental authority having jurisdiction over the Property.

22  
23           16. CONDEMNATION.

24  
25           (a) Total Taking. If, during the term of the Agreement, the entire Property shall be taken  
26 by any public or quasi-public authority (which County itself hereby agrees not to do) under its  
27 power of condemnation or eminent domain (or is sold under threat thereof), the Agreement  
28 shall terminate as of the date possession shall be taken by the acquiring authority. If any part of  
29 the Property shall be taken as to render the remainder thereof unsuitable for the continued  
30 conduct of Operator's activities thereon, Operator shall have the right to terminate the  
31 Agreement on thirty (30) days notice to County.

32  
33           (b) Partial Taking. If the portion of the Property taken by any public, or quasi-public  
34 authority (which Milwaukee County hereby agrees not to do) under its power of condemnation  
35 of eminent domain (or sold under threat thereof) shall not render the remaining portion  
36 unsuitable for the continued conduct of Operator's or County's activities thereon, the  
37 Agreement shall continue in full force and effect. County shall use such portion of the County's  
38 proceeds by reason of such taking necessary to repair and restore the Property as herein  
39 provided.

40  
41           (c) Compensation Award. If a total or partial taking of the Property occurs, any  
42 Compensation Award shall be the sole and exclusive property of County.  
43 Notwithstanding the foregoing, nothing contained herein shall be construed to  
44 preclude Operator from prosecuting any claim directly against the condemning  
45 authority in such condemnation proceedings for loss of business, or depreciation to,  
46 damage to or cost of removal of, or for the value of stock or Operator's trade fixtures,  
47 furniture, equipment and other improvements made to the Property, and any other  
48 property belonging to Operator.

1  
2 17. Intentionally Deleted.

3  
4 18. DEFAULT REMEDIES.

5  
6 (a) Default by Operator. If (i) Operator fails to pay any of the rental or other  
7 sums required hereunder and such failure to pay continues for thirty (30) days after  
8 written notice thereof to Operator; or, (ii) default be made in the performance or  
9 observance by Operator of any other terms, covenants or conditions herein contained  
10 and such default shall continue for sixty (60) days after written notice thereof to  
11 Operator (or if such default is not of a type that can reasonably be corrected within  
12 sixty (60) days as determined by County, and Operator fails to commence promptly  
13 and in good faith to proceed with due diligence to correct such default), then if any  
14 such default is not cured within thirty (30) days after a second written notice from  
15 County specifying such default, which second notice shall be given after the expiration  
16 of the above referenced, applicable grace period, then, in any of the above-  
17 described events, County may elect to terminate the Agreement and declare the term  
18 of the Agreement ended, to re-enter the Property or any part thereof with judicial  
19 process and to expel and remove Operator or any person or persons occupying the  
20 same and again to repossess and enjoy the Property. County shall also have the right,  
21 at its option, in the event its written notice of default is not cured by Operator within the  
22 time provided in this Agreement, to cure any default by Operator and recover from  
23 Operator the costs and expenses incurred by County in curing such default. In the  
24 event of termination of this Agreement as a result of Operator's default, the end of the  
25 Agreement term or Operator's voluntary relinquishment of its Agreement before the  
26 end of the Agreement term, County shall thereby acquire, free and clear and at no  
27 cost to County, title to the Football Field and Related Amenities including all  
28 improvements, modifications, and additions to the Football Field and Related  
29 Amenities, all Operator owned equipment necessary for the continued maintenance of  
30 the turf and fixtures, and all remaining amounts in the Fund, subject to the terms and  
31 provisions of Section 6(i) hereof.

32  
33 (b) Default by County. In the event of default by County in the performance or  
34 observance of any of the covenants or conditions herein contained and which shall continue for  
35 forty-five (45) days after written notice thereof to County (or if such default is not of a type that  
36 can reasonably be corrected within forty-five (45) days, then if County fails to commence  
37 promptly and in good faith to proceed with due diligence to correct such default), then in any  
38 of the above described events, Operator shall have the right at its option to immediately  
39 terminate the Agreement, to sue for specific performance or injunctive relief, to cure any default  
40 by County and either recover from County the costs and expenses incurred by Operator  
41 in curing such default or deduct the costs and expenses incurred by Operator in curing such  
42 default from the rental and any other amounts thereafter accruing to County, or to either  
43 recover from County the damages incurred by Operator arising out of such default or to  
44 offset the amount of damages incurred as a consequence of any claim described above from  
45 the rental and any other amount thereafter accruing to County. All amounts expended by  
46 Operator in curing County's defaults or as a consequence of any claim shall be paid by County  
47 upon demand by Operator.

1 (c) Alternate Dispute Resolution. In the event of any alleged default hereunder by either  
2 County or Operator, the parties shall endeavor, in good faith, to utilize an alternative dispute  
3 resolution mechanism, which utilizes retired judicial officials prior to the commencement of  
4 any litigation.

5  
6 (d) Remedies Not Exclusive. Any right or remedy conferred on County or Operator under  
7 the Agreement shall not be deemed to be exclusive of any other right or remedy which might  
8 otherwise be available hereunder or at law or in equity. The rights and remedies hereunder shall  
9 be cumulative and may be exercised and enforced concurrently and whenever and as often  
10 as occasion therefore arises.

11  
12 (e) No Waivers of Rights. The failure of County or Operator to insist upon strict  
13 performance of any of the terms, covenants or conditions herein contained shall not be  
14 deemed a waiver of any of its rights or remedies and shall not be deemed a waiver of any  
15 subsequent breach or default in any of said terms, covenants and conditions.

16  
17 19. PROHIBITED PRACTICES.

18  
19 (a) During the term of this Agreement, Operator shall not hire, retain or utilize for  
20 compensation any member, officer or employee of the County or any person who, to  
21 the actual knowledge (without inquiry) of Operator, has a conflict of interest.

22  
23 (b) Operator hereby acknowledges that portion of County's Code of Ethics,  
24 which states in part: No person may offer to give to any County officer or employee or  
25 his immediate family, and no County officer or employee or his immediate family may  
26 solicit or receive anything of value pursuant to an understanding that such officers or  
27 employees vote, official actions or judgment would be influenced thereby.

28  
29 (c) Non-Discrimination. Operator will not discriminate against any person using  
30 or wanting to use the Property because of race, color, national origin, age (40 and  
31 over), sex or handicap. Operator may require young children using the Property to be  
32 accompanied by an adult, and may establish requirements for adult supervision of  
33 groups of children. Likewise, fees shall be reasonable, and, uniform for all Milwaukee  
34 County residents, except that different fees may be charged adults, seniors and  
35 children. The reasonableness of fees shall be determined in relation to the long-term  
36 financial sustainability of Operator's operation of the Property, which is dependent  
37 upon fees being sufficient to cover operating costs, since County's tax funds are not  
38 available to subsidize Operator's fee income.

39  
40 20. MISCELLANEOUS.

41  
42 (a) Notices. Whenever in the Agreement it shall be required or permitted that  
43 notice be given by any party hereto to the other, such notice shall be given by certified  
44 or registered mail, and any notice so sent shall be deemed to have been given on the  
45 date that the same is deposited in the United States mail, postage prepaid. Notices  
46 shall be addressed to County at Milwaukee County Department Of Parks, Recreation  
47 and Culture, 9480 Watertown Plank: Road, Wauwatosa, Wisconsin 53226, Attn: Director  
48 (with a copy to Corporation Counsel, Room 303, Milwaukee County Courthouse, 901

1 North Ninth Street, Milwaukee, Wisconsin 53233), and to Operator at Journey House,  
2 Inc., c/o Dr. Michele Bria, CEO, 2110 Scott Street, Milwaukee, WI 53204 (with a copy to  
3 Attorney Sarah O. Jelencic, Foley & Lardner LLP, 777 E. Wisconsin Ave., Milwaukee, WI  
4 53202), or at such other address as either party may from time to time specify in writing  
5 in lieu thereof. It is further agreed that each party hereto will promptly furnish to the  
6 other party hereto a copy of any notice it may receive from any third person, which  
7 may affect the rights of any party hereunder.

8  
9 (b) Access. County, its agents and representatives shall, upon reasonable  
10 notice to Operator, be entitled to enter upon the Property at reasonable times during  
11 normal business hours for the purpose of examining and inspecting the condition  
12 thereof, and exercising any right or power reserved to County under the Agreement  
13 provided, however, that except in the case of an emergency such entry shall be done  
14 in a manner so as not to unreasonably interfere with the conduct of Operator's activities  
15 thereon, and such entry shall except in the case of an emergency only be made if  
16 County is accompanied by a responsible employee of Operator and shall be at the  
17 sole risk of County.

18  
19 (c) Disadvantaged Business Enterprise (DBE) Utilization. Operator shall use reasonable  
20 efforts to cause its contractors to establish Disadvantaged Business Enterprise (DBE)  
21 participation goals, consistent with Milwaukee County DBE goals of 25% for construction  
22 and 17% for professional services, for the planning, development and construction of  
23 improvements and to use good faith efforts to achieve those goals. The Milwaukee  
24 County Community Business Development Partners ("CBDP") shall assist the Operator in  
25 soliciting potential DBE vendors for the improvements and monitor such goal  
26 attainment. Please contact the CBDP Office at 414-278-5248 regarding DBE  
27 participation. County will provide an annual DBE report to the CBDP office during the  
28 year(s) of construction.

29  
30 (d) Equal Employment Opportunities. In, accordance with Section 56.17 of the  
31 Milwaukee County General Ordinances and Title 41 of the Code of Federal Regulations,  
32 Chapter 60, the Operator Certifies to the County as to the following:

33  
34 1) Non-Discrimination. The Operator certifies that it will not discriminate against  
35 any employee or applicant for employment because of race, color, national origin, age, sex or  
36 handicap which includes, but is not limited to, the following: employment, upgrading, demotion  
37 or transfer, recruitment, or recruitment advertising; layoff or termination; rate of pay or other forms  
38 of compensation; and selection for training, including apprenticeship. The Operator will post in  
39 conspicuous places, available for employment, notices setting forth the provisions of the non-  
40 discriminatory clause. Attached hereto as Exhibit D is an Equal Opportunity Certificate that shall  
41 be executed and delivered by Operator simultaneously with the execution and delivery of the  
42 Agreement.

43  
44 2) Affirmative Action Program. The Operator certifies that it will strive to  
45 implement the principles of equal employment opportunity through an effective affirmative  
46 program which shall have as its objective to increase the utilization of women, minorities and  
47 handicapped persons and other protected groups, at all levels of employment in all divisions of  
48 its work force, where these groups may have been previously under-utilized and under-

1 represented. The Operator also agrees that in the event of any disputes as to compliance with  
2 the aforementioned requirements, it shall be its responsibility to show that it has exercised good  
3 faith efforts to meet all requirements.  
4

5 3) Affirmative Action Plan. The Operator certifies that if it has 50 or more  
6 employees, it has filed or will develop and submit a written Affirmative Action Plan. Current  
7 Affirmative Action Plan, if required, must be filed with any of the following. The Office of Federal  
8 Contract Compliance Programs or the State of Wisconsin, or the Milwaukee County Department  
9 of Audit, Room 319 Courthouse Annex, 907 North Tenth Street, Milwaukee, Wisconsin 53233.  
10

11 4) Non-Segregated Facilities. The Operator certifies that it does not and will not  
12 maintain or provide segregated facilities for its employees, and that it does not permit its  
13 employees to perform their services at any location under its control where segregated facilities  
14 are maintained.  
15

16 5) Reporting Requirement. When applicable, the Operator certifies that it will  
17 comply with all reporting requirements and procedures established in Title 41 Code of Federal  
18 Regulations, Chapter 60.  
19

20 6) Compliance. The Operator certifies that it is not currently in receipt of  
21 any outstanding letters of deficiencies, show cause, probable cause, or other such  
22 notification of noncompliance with EEO regulations.  
23

24 (e) Surrender of Property. Operator upon termination of the Agreement, by lapse of time  
25 or otherwise, agrees peaceably to surrender the Property to County.  
26

27 (f) Holding Over. If Operator, with the consent or acquiescence of County, continues to  
28 manage the Property after the termination of the Agreement and without the execution of a  
29 new Agreement, Operator shall be deemed to be occupying the Property subject to all the  
30 applicable terms, conditions and covenants of the Agreement and existing Wisconsin laws.  
31

32 (g) Benefit. The Agreement and all of the covenants and conditions herein contained  
33 shall be binding upon and inure to the benefit of the parties hereto and their respective  
34 successors and assigns.  
35

36 (h) Provisions Severable. It is the intent of the County and the Operator that the  
37 Property be exempt from general property taxes pursuant to the provisions of section  
38 70.11(2), Wis. Stats., as amended or supplemented. Accordingly, if the existence, effect  
39 or operation of any provision of this Agreement causes the Property to be subject to  
40 general property taxes, such provision(s) shall be null and void and the Agreement shall  
41 be construed and enforced as if such provision had never been a part of the  
42 Agreement, and the remaining provisions of the Agreement shall remain in full force  
43 and effect. Further, if any provision of the Agreement shall be held or declared to be  
44 invalid, illegal or unenforceable under any law applicable hereto; such provision shall  
45 be deemed deleted from the Agreement without impairing or prejudicing the validity, legality  
46 and enforceability of the remaining provisions hereof.  
47

1 (i) Governing Law. The Agreement shall be governed by the laws of the State of  
2 Wisconsin.

3  
4 (j) Records and Audits. Pursuant to Milwaukee County ordinance section  
5 56.30(6)(e), Operator shall allow Milwaukee County or any other party the County may  
6 name, when and as they demand, to audit, examine and make copies of records in  
7 any form and format, meaning any medium on which written, drawn, printed, spoken,  
8 visual or electromagnetic information is recorded or preserved, regardless of physical  
9 form or characteristics, which has been created or is being kept by Operator, including  
10 but not limited to, handwritten, typed or printed pages, maps, charts, photographs,  
11 films, recordings, tapes (including computer tapes), computer files, computer printouts  
12 and optical disks, and excerpts or transcripts from any such records or other information  
13 directly relating to matters under this Agreement, all at no cost to County. Operator  
14 shall not be required to disclose any of its donors. Any subcontracting by Operator in  
15 performing the duties described under this Agreement shall subject the subcontractor  
16 or its associates to the same audit terms and conditions as Operator. Operator (or any  
17 subcontractor) shall maintain and make available to Milwaukee County the  
18 aforementioned audit information for no less than three years after the conclusion this  
19 Agreement.

20  
21 (k) Independent Contractor. Nothing contained in this Agreement shall  
22 constitute or be construed to create a partnership or joint venture between the County  
23 and its successors or assigns and Operator or its successors or assigns. In entering into  
24 this Agreement, and in acting in compliance herewith, Operator is at all times acting  
25 and performing as an independent contractor duly authorized to perform the acts  
26 required of it hereunder. This Agreement does not create the relationship of principal  
27 and agent, of partnership or joint venture, or of any association between Milwaukee  
28 County and Operator.

29  
30 (l) Arbitration. Any disagreement, dispute or determination required by or arising  
31 under the provisions of this Agreement, other than a termination of the Agreement, shall  
32 be submitted to the American Arbitration Association and arbitration shall be carried on  
33 and concluded in accordance with the then existing Commercial Arbitration rules of  
34 the American Arbitration Association, or if it is no longer in existence, any nationally  
35 recognized arbitration board or company, and judgment upon the award rendered by  
36 the arbitrator(s) may be entered in any court having jurisdiction thereof.

37  
38 (m) Headings. Paragraph and subparagraph headings herein are for  
39 convenience and reference only and in no way define or limit the scope or content of  
40 this Agreement or in any way affect its provisions.

41  
42 (n) Waiver. No delay or omission by any of the parties hereto to exercise any  
43 right or power occurring upon any non-compliance or failed performance by another  
44 party under the provisions of this Agreement shall impair any such right or power or be  
45 construed to be a waiver thereof. A waiver by any of the parties hereto of any of the  
46 covenants, conditions or agreements hereof to be performed by another, shall not be  
47 construed to be a waiver of any succeeding breach thereof or of any other covenant,  
48 condition or agreement contained herein.

1  
2 (o) Amendments or Further Agreements to be in Writing. No agreement or  
3 amendment shall be effective to add to, change, modify, waive or discharge this  
4 Agreement in whole or in part, unless such agreement is in writing and signed by all  
5 parties bound hereby.  
6

7 (p) Deemed Approvals. In the event County fails to respond within thirty (30)  
8 days to a written or electronic request by Operator for any approval or consent required  
9 or desirable under the terms of the Agreement, or such shorter or longer period as may  
10 be specifically provided in the Agreement, then County shall be deemed to have  
11 consented to or approved such request, if, in such written or electronic request, Operator  
12 shall have notified County of the time constraint.  
13

14 (q) Counterparts. This Agreement may be signed in counterparts, which, when  
15 taken together, shall be deemed an original for all purposes.  
16

17 (r) Assignment. Upon the assignment by Operator of all of its interest in this  
18 Agreement or the conveyance by the County of all of its interest in the Property, the  
19 transferring party shall be relieved of any further liability under this Agreement arising on  
20 and after the date of transfer and such transferee shall be deemed to have assumed  
21 all rights and obligations of the transferor hereunder arising on and after the date of  
22 transfer. It is expressly understood that the transferor shall notify the other party to this  
23 Agreement of any such assignment or conveyance. This Agreement shall be binding  
24 upon the parties hereto and their successors and assigns.  
25

26 (s) Approvals. All approvals are subject to there being no conflicts with existing  
27 and applicable laws, rules or regulations, or other factors beyond the reasonable  
28 control of the County.  
29

30 (t) Utilities. Operator is to be responsible for locating and plotting utilities and  
31 other infrastructure of the County and others that may be present in the area and  
32 which may be impacted by Operator's operations and activities. Operator is also  
33 responsible for any damage to these items caused by operations and programming  
34 and maintenance and repair work done by the Operator under cover of this  
35 Agreement. County shall provide Operator with all information in County's possession  
36 or control relating to the location of any such utilities.  
37

38 (u) No Alterations by County. Nothing set forth anywhere in this Agreement shall  
39 be construed to obligate County to remove or modify any existing improvements in, on  
40 or under the Property.  
41

42 (v) Authority. Each of the parties hereby represents and warrants that the  
43 individual executing this Agreement on its behalf has full power and authority to bind  
44 such party to the terms and conditions hereof. The parties shall each, at all times,  
45 provide the other party with written notice as to the contact person regarding this  
46 Agreement.  
47

1 (w) Further Assurances. The parties hereto agree to execute immediately upon  
2 presentation and deliver such additional documentation as may be required from time  
3 to time by either of the parties hereto to further evidence or as are necessary to carry  
4 out the terms and conditions of this Agreement.

5  
6  
7  
8  
9 **SIGNATURE PAGE FOLLOWS:**  
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11  
12  
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15

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IN WITNESS WHEREOF, County and Operator have executed this instrument under seal as of the day and year first above written.

COUNTY: MILWAUKEE COUNTY

OPERATOR: JOURNEY HOUSE, INC.

By: James Keegan

By: Michele Bria

Name Printed: James Keegan

Name Printed: Michele Bria

Title: Interim Director

Title: CEO

Approved as to form: Kimberly 9/15/2012  
Corporation Counsel

Reviewed by: Julia Katar  
Risk Management

Approved with regards to County Ordinance Chapter 42: [Signature] 9/13/12  
Community Business  
Development Partners



- 1 Exhibit Listing:
- 2
- 3 A. Site Plan of Property
- 4 B. Legal Description and Plat of Land
- 5 C. Milwaukee County General Ordinance Sections
- 6 D. Equal Opportunity Certificate
- 7 E. Due Diligence
- 8
- 9
- 10

**Exhibit A**

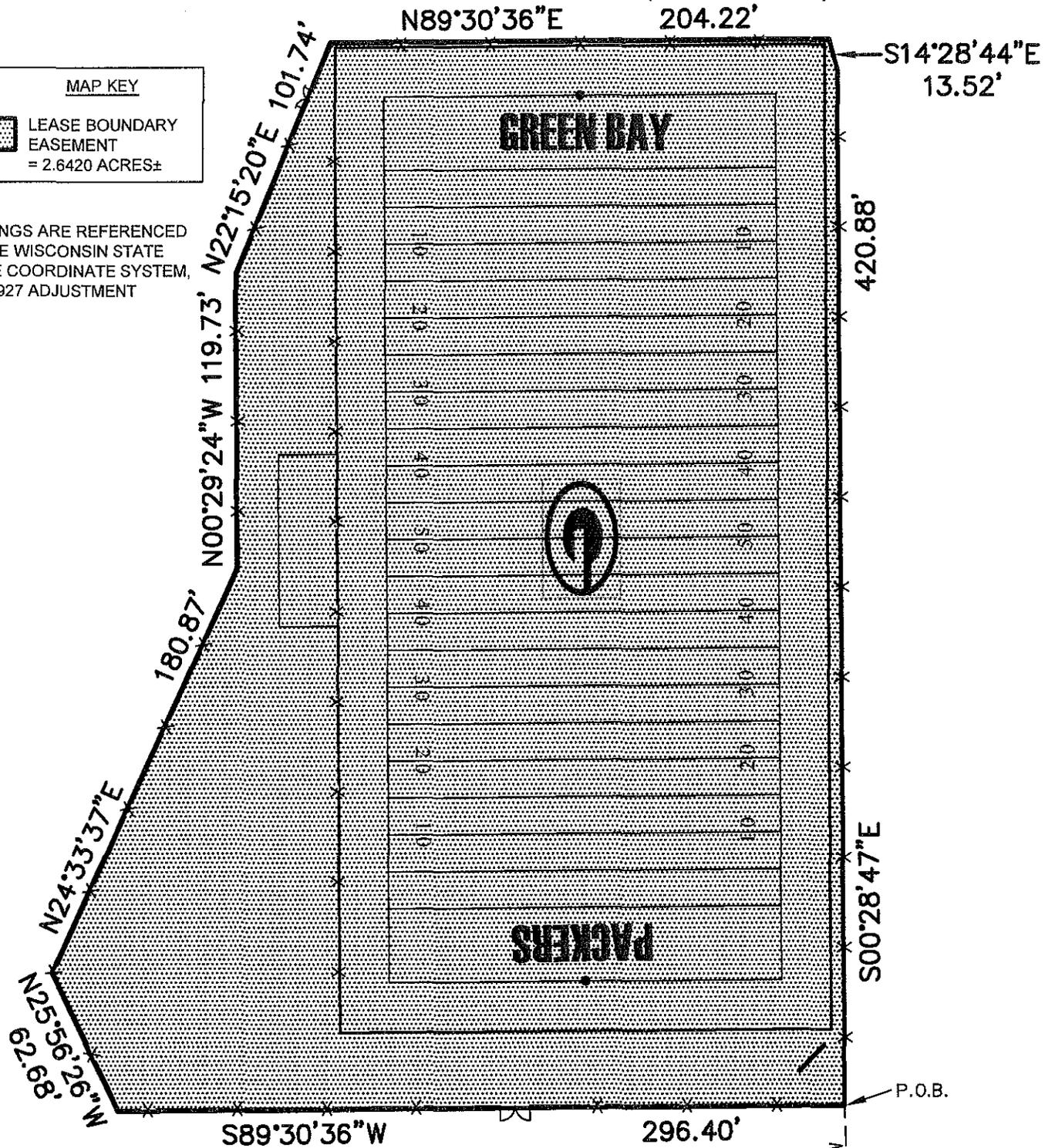
- 1
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- 3 (Site Plan of Property)
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LEASE BOUNDARY EASEMENT (EXHIBIT "A")

**MAP KEY**

 LEASE BOUNDARY EASEMENT  
= 2.6420 ACRES±

BEARINGS ARE REFERENCED TO THE WISCONSIN STATE PLANE COORDINATE SYSTEM, NAD 1927 ADJUSTMENT

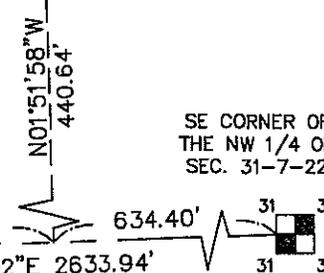


SW CORNER OF THE NW 1/4 OF SEC. 31-7-22



1999.54'  
SOUTH LINE OF THE NW 1/4 OF SEC. 31-7-22 N88°08'02"E 2633.94'

SE CORNER OF THE NW 1/4 OF SEC. 31-7-22



**JSD** Professional Services, Inc.  
Engineers • Surveyors • Planners  
MILWAUKEE REGIONAL OFFICE  
N22 W22831 NANCY'S COURT SUITE 3  
WAUKESHA, WISCONSIN 53186  
262.513.0686 PHONE | 262.513.1232 FAX  
www.isdinc.com

PROJECT:  
**MITCHELL PARK PACKER'S  
FIELD RELOCATION**  
CITY OF MILWAUKEE - MILWAUKEE COUNTY, WI

SHEET TITLE:  
**LEASE BOUNDARY  
EASEMENT EXHIBIT**

JSD PROJECT NUMBER:  
12-5266A  
DRAWN BY: JPK  
CHECKED BY: CWR/TAG  
DATE:  
10-22-12

SHEET NUMBER:  
**EX-1**

File: J:\JSD Projects\1205266 Mitchell Park Packers Field.dwg\1205266 Exhibit Lease Boundary.dwg Layout: Lease Exhibit User: Kramp Plotted: Oct 19, 2012 - 10:57am

**Exhibit B**

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3 (Legal Description)  
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## LEASE BOUNDARY EASEMENT (EXHIBIT "A")

A variable width easement, located in the Northwest Quarter of Section 31, Township 7 North, Range 22 East, in the City of Milwaukee, Milwaukee County, Wisconsin, more fully described as follows:

Commencing at the southwest corner of the Northwest Quarter of said Section 31; thence North 88°08'02" East along the south line of said Northwest Quarter, 1999.54 feet; thence North 01°51'58" West, 440.64 feet to the Point of Beginning:

Thence South 89°30'36" West, 296.40 feet; thence North 25°56'26" West, 62.68 feet; thence North 24°33'37" East, 180.87 feet; thence North 00°29'24" West, 119.73 feet; thence North 22°15'20" East, 101.74 feet; thence North 89°30'36" East, 204.22 feet; thence South 14°28'44" East, 13.52 feet; thence South 00°28'47" East, 420.88 feet to the Point of Beginning (P.O.B.). Containing 115,086 square feet (2.6420 acres) more or less.

File: J:\JSD Projects\12CS266 Mitchell Park Packers Field\dwg\12CS266 Exhibit Lease Boundary.dwg Layout: Lease Desc User: Kramp Plotted: Oct 19, 2012 - 10:57am

 <p><b>JSD Professional Services, Inc.</b>                  • Engineers • Surveyors • Planners</p> <p>MILWAUKEE REGIONAL OFFICE                  N22 W22831 NANCY'S COURT SUITE 3                  WALKESHA, WISCONSIN 53186                  262.513.0688 PHONE   262.513.1232 FAX</p> <p><a href="http://www.isdinc.com">www.isdinc.com</a></p>	PROJECT: <b>MITCHELL PARK PACKER'S                  FIELD RELOCATION</b>	SHEET TITLE: <b>LEASE BOUNDARY                  EASEMENT EXHIBIT</b>	JSD PROJECT NUMBER: 12-5266A	SHEET NUMBER:  	
	CITY OF MILWAUKEE - MILWAUKEE COUNTY, WI	DRAWN BY: JPK CHECKED BY: CWR/TAG	DATE: 10-22-12	EX-1	

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## Exhibit C

### General Ordinance 47.02 and 47.16

#### **47.02 Permit for public meetings and assemblies**

- (1) Public meetings, religious services, assemblies and like events, and sporting or athletic events are allowed in parks and parkways only by written permit issued by the director of parks, recreation and culture, or designee.
- (a) Application for permits shall be made in writing and received by the director of parks, recreation and culture no less than ten (10) working days prior to the event and shall state:
- (1) The name, address and telephone number of applicant.
  - (2) The name and address of the person(s), corporation or association sponsoring the activity.
  - (3) A description of the activity to be conducted.
  - (4) The name of the park or parkway and the part thereof for which the permit is requested
  - (5) The date of the proposed activity, and the hour at which it will begin and end.
  - (6) The estimated anticipated attendance.
  - (7) Special needs, i.e., kitchen, utilities, parking, tent, sound, security and others.
  - (8) Any contemplated sale or solicitation. Section 47.04 of the Code shall be complied with.
- (b) A permit shall be issued to an applicant for the facility requested if:
- (1) Subsection (a) has been complied with.
  - (2) The place requested has not been reserved by other permittees.
  - (3) The site of facility requested will safely accommodate the anticipated attendance, the activity will not physically damage the site and the activity is not proscribed by law; and for athletic or sporting events, the site is duly designated for the activity to be conducted.
  - (4) The person issuing the permit shall give to the permittee a copy of sections 47.16, 63.01 and 63.02 of the Code.
- (2) *Parades and processions.* Parades or processions shall be allowed in any park and parkway only by a written permit issued by the director of parks, recreation and culture, or designee.
- (a) Application for permit shall be made in writing and be received by the director of parks, recreation and culture not less than ten (10) days prior to the event and shall state:
- (1) The name and address of the applicant.
  - (2) The name and address of the person(s), corporation or association sponsoring the parade or procession, and the purpose of the event.

- (3) The name of the park or parkway through which the parade or procession is to pass.
- (4) The date of the parade or procession, its designated route and the time it will pass through the park or parkway.
- (5) The estimated number and kind or type of vehicles and approximate number of persons expected to participate in the parade or procession.

(b) A permit shall be issued by the director of parks, recreation and culture, or designee, for the parade or procession provided.

- (1) Subsection (a) has been complied with.
- (2) The site and route will safely accommodate the anticipated number of vehicles and persons.
- (3) In the event a requested permit is denied or is not issued, the person applying therefor shall be so notified within three (3) working days from the date application was received. Written notice shall be mailed by certified mail to the address on the permit application in the name of the applicant unless it shall have previously been personally delivered to said applicant. The notice shall indicate the area requested, the reason for the denial, alternatives, if any, and shall state that if the applicant desires a review before the committee on parks, energy and environment respecting the propriety of the permit denial, he/she shall, within ten (10) days of receipt of denial, make written request to the committee on parks, energy and environment for review. Within three (3) working days of the receipt of notice of request for review, the committee on parks, energy and environment shall hold a hearing on the propriety of the denial. Notice of the hearing thereof shall be given to the person denied the permit. This procedure is not intended to exclude or limit any other legal remedy available to the applicant.
- (4) Interference with permittee prohibited. No person shall, in any manner, disturb, harass or interfere with any person or party holding a written permit, not with any of their equipment or property.
- (5) No permittee shall, in any manner, disturb, harass or interfere with any member of the public in the park or parkway, nor with any of their equipment or property.
- (6) With permit issuance, the permit issuer shall provide to permittee a copy of sections 47.16, 63.01 and 63.02 of the Code.

**47.21 Handbill, etc. within any park or parkway.**

Except in relation to and conjunction with activity for which a permit has been issued, no person shall put or affix any card, handbill, sign, placard or banner within any park or parkway.

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2 **47.22 Noise**  
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- 4 (1) No person shall use or operate any radio, phonograph, musical instrument  
5 or other mechanical, electrical sound making, reproducing or  
6 amplification device in a park or parkway so as to be heard at a distance  
7 greater than fifty (50) feet from the above-described instrument or device,  
8 radios or phonographs.  
9 (2) No such radio, phonograph, musical instrument or above described  
10 device may be used or operated within the park within fifty (50) feet of  
11 the legal boundaries of the park or parkway such that the device can be  
12 heard outside the park or parkway.  
13 (3) The director of parks, recreation and culture, or designee, or the county  
14 board, may authorize or permit musical shows, cultural events, public  
15 gatherings and exhibitions which are not limited by this section.  
16

17 **47.16 Disorderly conduct; smoking prohibited.**  
18

- 19 (1) *Disorderly conduct.* No person shall engage in violent, abusive, indecent,  
20 profane, boisterous, unreasonably loud or otherwise disorderly conduct  
21 under circumstances in which such conduct tends to cause or provoke a  
22 disturbance.  
23 (2) *Person guilty of disorderly conduct to be removed.* No person violating  
24 any of the prohibitions enumerated in subsection (1) of this section shall  
25 be allowed to remain in any park or parkway.  
26 (3) *Smoking; when prohibited.*  
27 (a) No person shall be permitted to smoke or to hold a lighted  
28 cigarette, cigar or pipe in any building where domestic or wild  
29 animals are exhibited, nor in any building or section of a building, or  
30 in any park or parkway area where officially posted notices so  
31 prohibit.  
32 (b) *Dropping lighted cigars, etc., on roadway.* No person shall throw or  
33 drop a lighted cigar or cigarette stub or empty a lighted pipe from  
34 an automobile moving along a park or parkway drive.  
35

36 Any person violating any of the provisions of subsection (1) of this section shall, for each  
37 offense, forfeit a penalty not to exceed two hundred fifty dollars (\$250.00); the cash  
38 deposit thereof shall be sixty dollars (\$60.00) and the penalty assessment shall be seven  
39 dollars and twenty cents (\$7.20), and in default of payment thereof, shall be imprisoned  
40 in the county jail or house of correction of the county for a period not to exceed ninety  
41 (90) days in the discretion of the court.  
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**Exhibit D**

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(Equal Employment Opportunity Certificate for Milwaukee County Contracts)

EQUAL EMPLOYMENT OPPORTUNITY CERTIFICATE  
FOR MILWAUKEE COUNTY CONTRACTS

In accordance with Section 56.17 of the Milwaukee County General Ordinances and Title 41 of the Code of Federal Regulations, Chapter 60, SELLER or SUCCESSFUL BIDDER or CONTRACTOR or LESSEE or (Other-specify) JOURNEY HOUSE (Henceforth referred to as VENDOR) certifies to MILWAUKEE COUNTY as to the following and agrees that the terms of this certificate are hereby incorporated by reference into any contract awarded.

Non-Discrimination

VENDOR certifies that it will not discriminate against any employee or applicant for employment because of race, color, national origin, age, sex or disability which includes but is not limited to the following: employment, upgrading, demotion or transfer, recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training including apprenticeship.

VENDOR will post in conspicuous places, available to its employees; notices to be provided by the County setting forth the provisions of the non-discriminatory clause.

A violation of this provision shall be sufficient cause for the County to terminate the contract without liability for the uncompleted portion or for any materials or services purchased or paid for by the contractor for use in completing the contract.

Affirmative Action Program

VENDOR 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 persons with disabilities and other protected groups, at all levels of employment in all divisions of the seller's work force, where these groups may have been previously under-utilized and under-represented.

Non-Segregated Facilities

VENDOR certifies that it does not and will not maintain or provide for its employees any segregated facilities at any of its establishments, and that it does not permit its employees to perform their services at any location, under its control, where segregated facilities are maintained.

Subcontractors

VENDOR certifies that it has obtained or will obtain certifications regarding non-discrimination, affirmative action program and non-segregated facilities from proposed subcontractors that are directly related to any contracts with Milwaukee County, if any, prior to the award of any sub-contracts, and that it will retain such certifications in its files.

Reporting Requirements

Where applicable, VENDOR certifies that it will comply with all reporting requirements and procedures in Title Code 41 Code of Federal Regulations, Chapter 60.

Affirmative Action Plan

VENDOR certifies that, if it has 50 or more employees, it has filed or will develop and submit (within 120 days of contract award) for each of its establishments a written affirmative action plan. Current Affirmative Action plans, if required, must be filed with ANY one of the following: The Office of Federal Contract Compliance Programs or the State of Wisconsin, or the Milwaukee County Department of Audit, Milwaukee County-City Campus, 9th Floor, 2711 W. Wells Street, Milwaukee, Wisconsin 53208. If a current plan has been filed, indicate where filed \_\_\_\_\_ and the year covered \_\_\_\_\_. Please provide proof of your AA Plan approval.

VENDOR will also require its lower-tier subcontractors who have 50 or more employees to establish similar written affirmative action plans.

Employees

VENDOR certifies that it has 24 employees in the Standard Metropolitan Statistical Area (Counties of Milwaukee, Waukesha, Ozaukee and Washington, Wisconsin) and 24 employees in total.  
(No. of employees) (Total No. of employees)

Compliance

VENDOR certifies that it is not currently in receipt of any outstanding letters of deficiencies, show cause, probable cause, or other notification of noncompliance with EEO regulations.

Executed this 14 day of September 2012 by:

Firm Name JOURNEY HOUSE

Address 2110 West Scott Street

City, State, Zip Milwaukee, WI 53204

Telephone (414) 647-0548, ext. 101

Chief Executive Officer  
(Title)

WARNING: An unsigned form shall be considered as a negative response.

By Michelle Bria  
(Signature)  
MICHELLE BRIA  
(Please Print Name Here)

1 **Exhibit E**

2  
3 Procedure REVISION DATE CHAPTER TITLE CHAPTER NO. ADMINISTRATIVE MANUAL  
4 Financial & Management 7 MILWAUKEE COUNTY Accounting

5  
6 **Due Diligence 7.92**

7  
8 CHECKLIST. Prior to recommending any venture for consideration, responsible County  
9 agencies shall ensure that any of the following applicable factors have been identified:

- 10  
11 • Letter of Full Disclosure and Cooperation  
12 • Cash flow projections for the venture.  
13 • Operating budget impact.  
14 • Debt management responsibilities, schedules and procedures.  
15 • Legal liability for all priorities.  
16 • Financial reporting systems and controls.  
17 • Right-to-audit provisions.  
18 • Project feasibility studies and market analysis.  
19 • Key factors for success/failure of the venture.  
20 • Governance structure and procedures.  
21 • Public policy impacts (e. g. Affirmative Action, Disadvantaged Business).  
22 • Employee/labor relations impacts (including benefits).  
23 • Environmental concerns.  
24     o To include a historical or archaeological survey of any and all areas of  
25         Mitchell Park impacted by the project.  
26 • Tax consequences.  
27 • Capital management (e. g. maintenance).  
28 • Conflicts of interest/ethics.  
29 • Performance measurements.  
30 • Organization Chart and Mission Statement  
31 • Name of Lending institution or Bank to determine single or combined reporting

32  
33 Each relevant item noted above should be included in the description of the proposal,  
34 which is subtitled for approval by the County Executive and County Board.  
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36