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From Deputy Corporation Counsel, Office of Corporation Counsel, requesting authorization to amend a previously approved settlement in Adopted File No. 18-99, regarding a breach of contract claim in the 2010-2011 closure of the O'Donnell Parking Structure and the 2016 closure of the Domes at the Mitchell Park Horticultural Conservatory, *Grandview Management, Inc. v. Milwaukee County*, Case No. 2016-CV-4676, by recommending adoption of the following:

A RESOLUTION

WHEREAS, on February 1, 2018, the Milwaukee County Board of Supervisors adopted File No. 18-99 authorizing a settlement of a breach of contract claim filed by Grandview Management, Inc. (Grandview) against Milwaukee County (the County) in Case No. 2016-CV-4676; and

WHEREAS, Grandview's claim is for alleged damages suffered by the 2010-2011 closure of the O'Donnell Park Parking Structure and the 2016 closure of the Domes at the Mitchell Park Horticultural Conservatory (the Domes); and

WHEREAS, as part of the approved Term Sheet the County and Grandview agreed to split the costs of installing a Heating, Ventilation, and Air Conditioning (HVAC) unit in the Annex on a 50/50 basis so that the venue could host events year-round and drive increased revenue to the Department of Parks, Recreation, and Culture (DPRC); and

WHEREAS, at the time the settlement was approved, the projected cost of the HVAC unit was approximately \$400,000; and

WHEREAS, after undertaking an engineering study of the Annex in an effort to minimize the impact of the HVAC on the surrounding park environs and to increase the efficiency and sustainability of the HVAC system, the cost has risen to approximately \$750,000; and

WHEREAS, the parties will continue to split the costs 50/50, including the overage, having agreed to the following:

1. The County will not seek reimbursement for project management costs associated with the HVAC installation.
2. Grandview will pay all HVAC costs in excess of the initial \$200,000 committed to by the County.
3. Grandview will retain any revenue owed to the County during the initial term of the Operating Agreement until it is reimbursed for approximately \$115,000 in costs it will incur on behalf of the County to account for the overage.

; and

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WHEREAS, these amendments to the settlement have been reviewed by the DPRC, the County Executive, and agreed to by Grandview; and

WHEREAS, the Committee on Judiciary, Safety, and General Services, at its meeting of September 6, 2018, recommended adoption of File No. 18-657 (vote 5-0); now, therefore,

BE IT RESOLVED, the Milwaukee County Board of Supervisors (County Board) hereby approves the amendments in the settlement of *Grandview Management, Inc. v. Milwaukee County*, Case No. 2016-CV-4676, as a complete release and resolution of all claims in the matters related to the 2010-2011 closure of the O'Donnell Park Parking Structure and the 2016 closing of the Domes at the Mitchell Park Horticultural Conservatory; and

BE IT FURTHER RESOLVED, the County Board hereby authorizes the County Executive, Office of the Comptroller, County Clerk, Corporation Counsel, Office of Corporation Counsel, and any other Milwaukee County official deemed necessary to prepare and execute all documents, instruments, agreements or otherwise, and to perform all actions necessary to complete the settlement with Grandview Management, Inc.

ars
09/06/18
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