

**Agreement between the
Milwaukee Metropolitan Sewerage District and Milwaukee County for
Kinnickinnic River Watercourse Restoration and Flood Management in
Jackson Park**

This Agreement (Agreement) is made by and between the Milwaukee Metropolitan Sewerage District (District), acting through its Executive Director, and Milwaukee County (County), acting through its Executive Director of Milwaukee County Parks. This Agreement becomes effective upon execution by the District and the County.

RECITALS

WHEREAS, the purpose of this Agreement is to identify the responsibilities of the District and the County related to a watercourse restoration and flood management project in Jackson Park (“the Project”). The Project includes removing the concrete channel lining from a segment of the Kinnickinnic River in Jackson Park (“the River Segment”), restoring the river channel to a more natural environment, creating storage for flooding events in certain park locations and the existing lagoon, and restoring impacted park areas and improving certain park assets; and

WHEREAS, the Kinnickinnic River passes through the County-owned Jackson Park between 43rd Street and West Forest Home Avenue in the City of Milwaukee (Attachment A), the West Kinnickinnic River Parkway (“the Parkway”) bisects Jackson Park; and

WHEREAS, the District is undertaking a comprehensive program to address flood risks and improve the riparian corridor of the Kinnickinnic River, pursuant to its authority under Wis. Stat. §200.35(8); and

WHEREAS, to reduce the risk of downstream flooding for over 660 structures, the District has determined that changes in Jackson Park are required to provide short term flood storage; and

WHEREAS, the District’s implementation of the work will directly impact areas and structures inside Jackson Park, including but not limited to the boat house, recreational fields and courts, the service yard, park trails and other recreation facilities and natural areas; and

WHEREAS, the District and the County desire to cooperate on watercourse restoration and flood management efforts for this area and to restore all impacted areas of Jackson Park, according to current County policies and the terms and conditions of this Agreement.

NOW, THEREFORE, the following tasks and responsibilities are agreed to between the District and the County (Parties):

AGREEMENT

1. Rights Granted and Project Principles

- a. Prior to any rights being granted by the County to the District, the Southeastern Wisconsin Regional Planning Commission must review and concur with the District's hydraulic and hydrologic engineering models.
- b. The County through this Agreement grants the District the right to construct flood control and mitigation measures and park improvements within Jackson Park along the Kinnickinnic River according to plans and specifications to be reviewed and approved by the County. The County, in granting this right to the District, reserves the right of final review and approval of all plans and Construction Documents. Any deviation or substitution from previously approved plans must be determined by County to be an approved equal. Such determination requests should be submitted prior to work taking place or products being purchased and should be approved in writing by the County, which approval will not be unreasonably delayed or withheld. The Parties agree that should the need arise to amend or modify the scope of work of the Project, an amendment to this Agreement shall be made in writing and executed by the Parties.
- c. The Project shall be designed such that there is an equivalent or net gain of recreational opportunities.
- d. The Project shall not include storage basins, except that the existing lagoon will be altered to provide for flood storage.
- e. The Project design and implementation shall seek to preserve as much high-quality habitat as possible, limit the removal of mature trees, and shall seek to improve low quality habitats.
- f. The Project design and implementation shall incorporate input from County staff and from members of the public in all major decision-making.

2. Payment For Access and Ability to Utilize Park Land

For the right to access Jackson Park and make the alterations described herein, and to cover any additional staffing need by the County for review of this Project and the adjacent Kinnickinnic River Parkway Project (27th Street to Jackson Park), the District shall pay the County the amount of \$320,000, to be invoiced annually, in \$80,000 increments, starting no later than January 1, 2021. These payments, together with the other promises made by the District herein, shall take the place of any and all other Right of Entry or other permit fees that may be assessed by the County.

3. Project Definition

- a. The project scope consists of lowering land in Jackson Park to create 150 acre-feet of new flood storage and replacing the concrete channel lining and enclosed culverts with a naturalized channel within Jackson Park, as well as dredging accumulated sediments from the park lagoon, generally consistent with the Site Concept attached as Attachment B.
- b. The project scope additionally consists of improvements to the amenities in Jackson Park including improved walking paths, improved recreational amenities, upgrades to the Boathouse, additional parking, and other items outlined in greater detail in Section 6(j) of this Agreement, and generally consistent with the Site Concept attached as Attachment B.

4. Procedures

- a. The District and the County shall each provide a designated representative for the purpose of making and receiving communications from the other Party during the course of the Project. It is anticipated that designated representatives may change as the Project proceeds from the planning and design phases to the construction phase, and post-construction phase. Communication shall occur on a regular basis throughout the Project, and the District will provide any written reports on progress as requested by the County.
- b. The County grants the District permission to enter Jackson Park and to construct and maintain the Project as further set forth herein. The County shall timely issue all Right of Entry requests, and such Right of Entry permits shall be provided at no additional cost.
- c. The District shall include County staff in the key project decision making processes during the planning and design phases. These processes shall include: design workshops; review opportunities at 30%, 60% and 90% completion; joint planning and implementation of public information opportunities; pre-bid meetings, pre-construction meetings, and all construction coordination meetings. Submittals shall include, but not be limited to, design drawings, shop drawings containing product information and materials and products, a description of the scope of work to be performed, and the means by which such work will be performed. The District will not solicit bids for construction of the Project until it has received approval in writing from Milwaukee County Parks and the Architecture and Engineering Section of Milwaukee County Department of Administrative Services. Any and all change orders impacting the Project scope, Project materials, or any deliverable shall require approval by the County, which shall not be unreasonably delayed.
- d. The District will select a Contractor using a public bid procedure in compliance with Wis. Stat. §66.0901. After selection, the Contractor shall obtain a Right of Entry Permit from the County prior to commencing any work on County Land. The County shall issue the Right of Entry Permit at no cost. Sequential permits may be issued if the project is

phased, but no permit shall have a fee.

- e. The County will act in good faith with the District and the construction Contractor(s) to determine the sites to be used for construction staging. However, the County reserves the right of final approval of the authorized temporary access and construction sites whereby District will be responsible to restore those staging areas to like new condition according to County specifications.
- f. The District is granted the rights specifically stated in this Agreement and only these specific rights. In addition, the County retains all other rights of use so long as the District has the ability to carry out its duties and responsibilities. The County retains the ability and right to grant access to third parties for non-conflicting purposes. The County retains the right to have the area open to the public for their use and enjoyment except as necessary for safety or for security. The County must concur with the District for exclusion of the public to occur in any area.

5. Suitability of County Land for the Purpose

The County makes no representation as to the suitability of the land for the intended purpose. The District assumes full responsibility and cost to make the land suitable for the intended purpose. The County makes no representation regarding any conflicting existing use and the District agrees to resolve at its costs any such conflicts. The County makes no representation as to the environmental conditions and the District assumes full responsibility for any remediation work that is necessary to complete the Project. The District will be responsible for achieving compliance with any Federal, State, or Local law and obtaining any required permits. The District will be responsible for ensuring that the design of the Project will be compliant with all applicable laws and regulations.

6. District Responsibilities

- a. The District shall manage and fund the design and construction of all aspects of the Project. Management includes District labor and expenses for planning, financing, designing, bidding, construction management, change orders, and post construction documentation and maintenance as set forth below (“Post Construction Obligations”).
- b. The District shall sequence construction of the Project to minimize disruptions to the public’s use of park amenities impacted by the Project.
- c. Unless otherwise agreed to in writing, all amenities that will be displaced during construction shall be relocated prior to being displaced. The District and the County shall work cooperatively to determine the appropriate location of relocated amenities and features. The sports fields that will be relocated within Jackson Park or to another County Park are: two recreational fields (soccer or equivalent including baseball fields), three tennis courts (or equivalent), and one basketball court (or equivalent). The service yard will be relocated within Jackson Park and will be relocated prior to displacement of the existing service yard.

- d. Any existing driveways, parking lots, park pedestrian trails, multi-use recreation trails, or other related amenities that are not part of the Project but are damaged due to Project construction activities will be restored by the District to like new condition.
- e. The District will ensure the grading plans for the park and river corridors minimize tree removal.
- f. Determination of Tree Value; Establishment of Tree Fund. The Parties recognize that a number of trees will be removed as a part of the construction project. The District agrees to compensate the County for the value of the trees removed using the following process:
 - i. The value of the trees removed will be a formula (type of tree to size/diameter of tree). The Parties agree that only trees of value (defined as trees with a diameter size of 4 inches or more and of the species shown in the attached exhibit, considering location and condition, or which are specifically listed as an exception by the County), found on County lands in the project area, will be included in the calculation. The District will provide an inventory of the trees affected to the County. The County may audit the inventory and, with the District's concurrence, make corrections. The valuation will be made by a certified arborist selected by the County from a list of five (5) certified arborists submitted by the District. The District will pay for the valuation. All exercise of judgment by the certified arborist in the valuation of the trees shall be final.
 - ii. All trees identified as invasive species per WI Administrative Code NR40 shall have a value of zero for the purpose of this MOU.
 - iii. The District shall transmit the value of trees removed to the County, annually during construction of the project. The amount owed to the County will be offset by a credit for the cost of replacement trees that are planted as part of the Work. The District will not remove trees with a total value in excess of \$835,000, unless and until it obtains authorization from its governing Commission.
 - iv. The County agrees that all funds provided by the District hereunder will be placed in an account designated for habitat improvement projects, replacement tree planting and maintenance, and stormwater green infrastructure projects in County Parks.
 - v. Trees to be Removed. The District agrees that it will identify in a manner satisfactory to the County all trees to be removed and will exercise care and caution to ensure that only trees that absolutely must be removed in order for the project to be successful will be identified for removal and removed.
 - vi. Trees to be Preserved. The District will identify in a manner satisfactory to the

County the trees that are not to be removed. The District will ensure that only trees identified for removal are removed. The District will meet with the County and contractors and mark off areas that are not to be disturbed. The areas will also be documented on a map and by photographs to the County's satisfaction. In the event that trees not identified for removal are in fact removed or are substantially damaged, the District will compensate the County the value of any trees removed, which were not on the inventory, by the means established herein above and any such amounts will be paid to the County. Nothing in this Agreement will be constructed to prevent the District from assigning this liability to its contractors. It will be the District's burden to ensure that trees identified for preservation are not removed and any trees that are identified to be preserved which are removed will be the District's responsibility during the period of construction.

- g. The District will provide replacement revenue for rental income for County amenities that are out of service during construction, this amount will be \$20,000 based on the amenities being out of services for two years. \$10,000 will be transmitted at the start of construction, and \$10,000 will be transmitted in the second year of construction.
- h. The District shall conduct a parking study to determine the appropriate number of parking spaces in the project area.
- i. The District, based on the final concept approved by the District and the County, shall design, construct, restore, and/or replace park amenities to include, but not be limited to:
 - i. Improvements to the Boathouse, which will include at a minimum a new HVAC system, ADA compliant restrooms, and exterior aesthetic improvements, with total construction costs not to exceed \$750,000.
 - ii. Improvements to the historic service yard structure including ADA compliant restrooms and any needed access drive improvements.
 - iii. Removal of the comfort restroom in the NW wooded area of the park and, at a minimum, replace with installation of a concrete pad along the 43rd Street parking lot for the placement of portable restrooms.
 - iv. Dredging the lagoon and ensuring that it is done in a way that minimizes the impact to wildlife, fish, and native aquatic plant growth while also improving lagoon health and increasing natural habitat for wildlife.
 - v. Improved pedestrian access to the lagoon, including four fishing/viewing piers, stepped stone access points, and ADA access points at up to ten locations.
 - vi. Construction and relocation of a new service yard at another location within the park that provides the same functionality as the current service yard. The current service yard

houses approximately thirty staff and provides storage for equipment and vehicles, which are listed in Attachment C. Up to an additional \$250,000 will be provided by the District for improvements to the service yard beyond the current service yard functionality. If any of the \$250,000 is not used for the additional amenities at the service yard that funding shall be available for the pool project in Section 6(j) of this Agreement.

- vii. New LED lighting will be provided at the four recreational courts installed under (c).
- viii. Reconstruction of the entire length of the Kinnickinnic River Parkway from W Forest Home Avenue to South 43rd Street with pedestrian improvements, traffic calming elements, and new parking areas based on recommendations from the parking study. Parking areas may include green infrastructure practices to reduce stormwater runoff. The District will conduct a bridge condition analysis prior to reconstruction of the parkway.
- ix. Remove concrete channel lining and replace with more natural watercourse.
- x. Replace two pedestrian bridges and construct one new pedestrian bridge.
- xi. Creation of new walking and bicycling trails.
- xii. Repair and/or replace walks or trails within the project area shown on the Site Concept. Upgrade all walk and trail lighting in the Project area with modern LED fixtures as appropriate.
- xiii. Reconstruct in kind 43rd St Parking Lot, which may include green infrastructure practices.
- xiv. Installation of a new Class A play area in the vicinity of the boathouse, to provide a play area that has better connectivity to parking, trails, and the river corridor. Play area equipment will be procured from the County designated vendor. District is not responsible for demolition of the existing play area located south of the pool.
- xv. A net gain or new and improved picnic areas, including two new picnic shelters in the project area.
- xvi. Fields for flexible recreational use, designed to recover quickly from rain events.
- xvii. Improved and/or restored natural areas to include native shade trees, ornamental trees, shrubs, and other native plantings in the impacted areas of the park.
- xviii. All improvements will improve access for disabled persons. New walks or trails shall be Universally Accessible and conform to ADA, AASHTO, and other applicable standards.
- j. The District shall pay \$2,750,000 toward the repair or replacement of the current pool facility with either pool upgrades, a new pool, or a splash pad (depending on County preferences and public input). By July 1, 2022, the District shall place \$2,750,000 into an escrow account for the County's use toward a splash pad or toward pool replacement, or pool upgrades; to be

utilized by the County no later than December 31, 2026. Any unspent funds remaining on December 31, 2026 shall return to the District. In the event County desires to use these funds for an alternative (non-water) park amenity, approval will be sought from District by Commission action.

- k. Provide public outreach and opportunities for public input on a periodic basis throughout the Project.
- l. Obtain all regulatory approvals and permits required for the work.
- m. Notify the County when project construction meetings are scheduled.
- n. Notify the County upon substantial completion of any portion of the work.
- o. The District 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 construction period and is intended to terminate when the work has been completed.
- p. The District agrees to provide evidence satisfactory to the County that the total amount of funds necessary for the project 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.
- q. The District agrees that within sixty (60) days after the substantial completion of the project, the District shall provide to County a complete set of construction documents to be included as a minimum: (a) as-built drawings; (b) a copy of all 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.

7. County Responsibilities

- a. Provide input throughout the project duration, including providing timely review and comment upon designs and construction documents.
- b. Provide the District and its Contractor(s) access to Jackson Park as necessary to design and construct the Project, after the Contractor(s) has obtained a Right of Entry Permit.
- c. Provide the District, at no cost to the District, all necessary County permits and rights of entry required for the initial construction of the river segment.
- d. Provide access to maps, plans, and record drawings to assist in design effort.

- e. Assist the District in obtaining public input during the Project.

8. Completion and Post-Construction Maintenance

- a. County agrees to grant the District, at no cost, a permanent flood easement consistent with the regulations in Wisconsin Administrative Code NR 116 within one year of substantial completion.
- b. The District will be the sole authority to issue substantial completion for all work. Before the District will issue its acceptance of any roads, paths, bridges, or park improvements the District will first obtain written communication from the County of its acceptance of the work.
- c. Areas vegetated with turf grass will not be considered “completed” until the vegetation has been established. The District shall have a 5-year landscaping establishment contract to ensure establishment of new non-turf vegetation and management of invasive species. Any construction or landscaping warranties shall be for the benefit of the County as well as the District.
- d. The District shall permanently maintain the watercourse and naturalized banks. The District shall provide a draft Long Term Maintenance Plan to the County with the 90% design documents, and a final Long Term Maintenance Plan within 60 days following substantial completion. The District’s maintenance responsibilities, which will be addressed in the Long Term Maintenance Plan, shall include, among other items, maintenance of the berm created between the convergence of the 43rd Street Ditch and the KK River.
- e. The District shall provide post flood-event remediation of any areas of the park impacted by out of bank river flooding. Post flood activities include flood related debris removal, vegetation reestablishment, and erosion repair, lagoon dredging, and environmental remediation. The District assumes responsibility for any specialized operation and maintenance of the channel including, but not limited to repair of erosion caused by storm events, and removal of debris.
- f. County shall be responsible for all other maintenance, including but not limited to, ordinary mowing, forestry, trash and litter collection in the park outside of the river channel.

9. Asset Ownership

- a. As of substantial completion, the County shall own all new pavement, parking lots, walks, bridges, restrooms, picnic shelters, recreational courts and fields, curb and gutter, boathouse improvements, playground, fishing piers, lighting and all additional park amenities. The District shall oversee the completion of any remaining punch list items within a reasonable time period following substantial completion and shall prosecute all warranty claims during the warranty period
- b. Subject to the due diligence review process described in Section 9(c) below, County may

accept a conveyance of one or more additional parcels of real property located south of the railroad and west of 35th Street (the “Additional Parcel(s)”), whereupon such acceptance County will own such property(ies). Any Additional Parcel(s) conveyed to County hereunder will be conveyed by warranty deed in a form and substance satisfactory to County and the District will pay any applicable recording fees. .

c. Due Diligence Review.

Prior to accepting a conveyance of any Additional Parcel(s) as described in Section 9(b), County will have the right, but not the obligation, to review, consider and satisfy itself in its sole and absolute discretion as to any and all matters relevant to the Additional Parcel(s) and County’s potential acquisition and the intended use and development thereof. The following terms and conditions shall apply to County’s due diligence review activities hereunder:

- i. County may conduct any soil, environmental or other assessment of the Additional Parcel(s) that County deems necessary including, without limitation, any geotechnical investigation, a Phase I and/or Phase II environmental assessment, or any procurement and testing of soil, groundwater, or any other material located on the Additional Parcel(s) (collectively together the “Soil/Environmental Assessments”). County shall pay all costs associated with the Soil/Environmental Assessments and promptly restore any portions of the property damaged by such tests (e.g., due to soil borings) to substantially the same condition as existing just prior to such Assessment.
 - ii. County may conduct any other test, inspection or review of the Additional Parcel(s) (or any information related thereto) or seek to obtain approvals or other information relating to the Project, including, but not limited to, (1) reviewing any materials the County receives in connection with its due diligence activities, and (2) reviewing or seeking to obtain any permit, notice, approval, variance, review or other matter relating to any federal, state, municipal, local or governmental agency involving the property.
 - iii. The County may obtain, at the District’s expense, (1) a title insurance commitment with respect to the Additional Parcel(s), together with a copy of each recorded document referred to in such title commitment, from a title insurer chosen by the County and committing such title insurer to issue an owner’s policy of title insurance satisfactory to County; and (2) an ALTA survey prepared by a licensed surveyor and based upon the foregoing title commitment showing no encroachments, encumbrances or other matters except those satisfactory to or approved by the County.
 - iv. The District hereby grants to the County and County’s agents permission to enter onto and/or into the Additional Parcel(s) at reasonable times upon reasonable notice to conduct the activities set forth in this Section 9.
 - v. The County and the District agree to work with one another in good faith to resolve in a mutually acceptable fashion any material issues that may arise during Due Diligence Review; provided, however, that the County’s decision to acceptance a conveyance of the Additional Parcel(s) is to be made by County in its sole and absolute discretion..
- d. If the County elects to accept a conveyance of the Additional Parcel(s) after conducting its due diligence review, the parties will work together in good faith to prepare and execute any

and all customary closing and related documents necessary or convenient to effectuate such conveyance, including without limitation the warranty deeds, transfer returns, title insurance affidavits and indemnities, closing statements and certifications.

10. Functional Use Warranty

The District provides a perpetual, non-exclusive warranty that the park amenities including the: pavement, parking lots, walks, bridges, restrooms, picnic shelters, recreational courts and fields, curb and gutter, boathouse improvements, playground, fishing piers, and lighting will not be impacted by waters from river flooding on more than ten days per year for storms less than a 100-year storm event. For clarity, this warranty does not extend to snow or ordinary snow melt, which is expected to cause wet conditions in spring months.

11. Contingencies

The District's Responsibilities are contingent upon receiving approval by the Metropolitan Sewerage Commission for actions needing their approval, including budget authority and contract authorization.

12. Notices

- a. The District will provide notices to:

Guy Smith, Executive Director
Milwaukee County Parks
9480 Watertown Plank Road
Wauwatosa, Wisconsin 53226
guy.smith@milwaukeecountywi.gov
414-254-5691

- b. The County will provide notices to:

Patrick Elliott, Senior Project Manager
Milwaukee Metropolitan Sewerage District
260 West Seeboth Street Milwaukee, Wisconsin 53204-1446
pelliott@mmsd.com
414-225-2168

13. Modifying this Agreement

Any modification to this Agreement will be in writing and signed by both Parties.

14. Severability

If a court finds any part of this Agreement unenforceable, then the remainder of this Agreement continues in effect.

15. Applicable Law

The laws of the State of Wisconsin apply to this Agreement.

16. Resolving Disputes

If a dispute arises under this Agreement, then the Parties will try to resolve it with the help of a mutually acceptable mediator in Milwaukee County. The Parties will equally share any costs and fees associated with the mediation, other than attorney fees. If the dispute is not resolved within 30 days after the Parties refer it to a mediator, then either Party may take the matter to court. Venue in any action brought under this Contract is proper only in the Circuit Court for Milwaukee County.

17. Independence of the Parties

This Agreement does not create a partnership. Neither Party may enter into contracts on behalf of the other Party.

18. Authority of Signatories

Each person signing this agreement certifies that the person is properly authorized by the Party's governing body to execute this Agreement.

19. Indemnification

To the fullest extent permitted by law, the District shall indemnify the County 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 to the Project, based on any injury, damage or loss being caused by any wrongful, intentional, or negligent acts or omissions of the District, its agents, or employees. The District shall, at its own expense, investigate all claims and demands, attend to their settlement or disposition, defend all actions based thereon and pay all charges of attorneys and other costs and expenses arising from any such injury, damage or loss, claim, demand or action. Milwaukee County's liability shall be limited by Wis. Stats. § 345.05(3) for automobile and for § 893.80(3) general liability.

20. Environmental Indemnification

The District 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: (a) any Hazardous Materials brought onto or introduced into the Premises or surrounding areas by the District or its agents and/or (b) Hazardous Materials whose presence pre-exists the commencement of any improvements made by the District, located in the Project, that are discovered or disturbed as a result of the District's activities connected to the Project.

- a. "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 Project Limits causes or threatens to cause a nuisance upon the Project Limits or surrounding area or poses or threatens to pose a hazard to the Project Limits or surrounding areas or to the health or safety of persons on or about the Project Limits; 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..

21. Insurance

District is a special purpose municipal entity with the authority to levy taxes, and as such, is self-insured for general liability and workers compensation under Wisconsin Statutes §§102, 893.80 and 895.46(1).

SIGNATURES ON NEXT PAGE

**MILWAUKEE METROPOLITAN
SEWERAGE DISTRICT**

MILWAUKEE COUNTY

By: _____
Kevin L. Shafer, P.E.
Executive Director

By: _____
Guy D. Smith, CPRP
Executive Director, Milwaukee County
Parks

Date: _____
Approved as to form

Date: _____
Approved for Execution

Attorney for the District

Attorney for Milwaukee County
Approved as compliant per Wis. Stat. sec.
59.42(2)(b)5.

Corporation Counsel
Reviewed by:

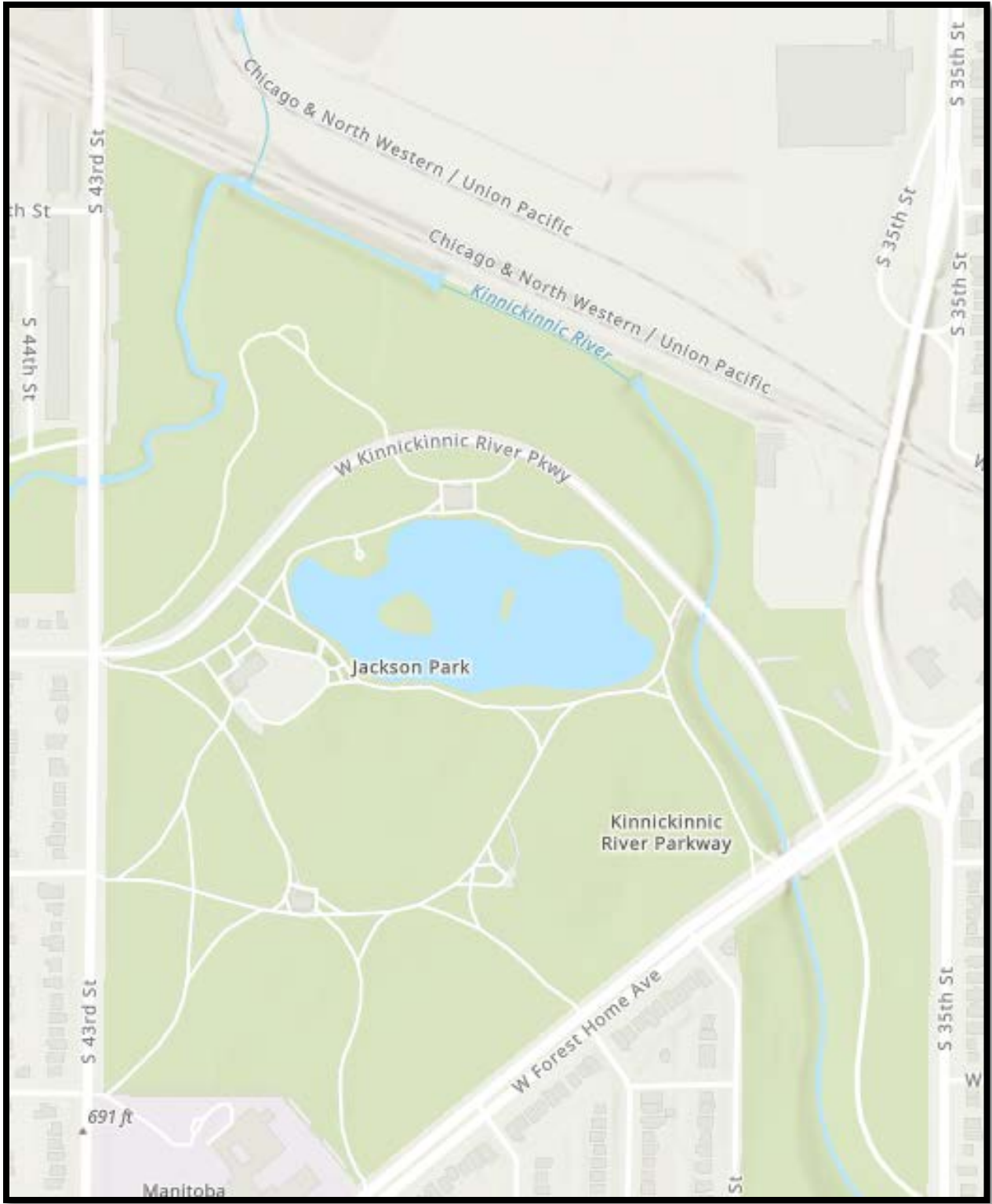
Risk Management
Approved as to funds available per Wis. Stat.
sec. 59.255(2)(e).

Comptroller
Approved

County Executive
Approved with regards to County Ordinance
Chapter 42

Community Business Development Partners

ATTACHMENT A – JACKSON PARK



ATTACHMENT B – CONCEPT PROJECT PLAN



LEGEND | LEYENDA

- | | | |
|--|--|---|
|  RIVER CORRIDOR CORREDOR DEL RÍO |  PLAYGROUND PATIO DE RECREO |  PEDESTRIAN BRIDGE PUENTE PEATONAL |
|  REALIGNED PARKWAY AVENIDA REALINIADA |  PICNIC GROVE ÁREA DE PICNIC |  MULTI-USE TRAIL CAMINO MULTIUSO |
|  FLEXIBLE LAWN CÉSPED FLEXIBLE |  PICNIC SHELTER REFUGIO DE PICNIC |  NATURE TRAIL SENDERO NATURAL |
|  WETLAND FEATURE CARACTERÍSTICA DEL PANTANO |  OFF-STREET PARKING ESTACIONAMIENTO EN LA CALLE |  FISHING PIER MUELLE DE PESCA |
|  RELOCATED SERVICE YARD PATIO DE SERVICIO REUBICADO |  ANGLED PARKING ESTACIONAMIENTO EN ANGULO |  STEPPED STONE ACCESS ACCESO VIA ESCALONES DE PIEDRA |
|  SPORT COURTS CANCHAS DEPORTIVA |  DESIGNATED CROSS WALKS CRUCES DESIGNADOS |  FUTURE AQUATIC UPGRADES MEJORAMIENTOS DEL FUTURO A LA PISCINA |

ATTACHMENT C – CURRENT SERVICE YARD EQUIPMENT

Vehicles (temperature controlled storage):

- Dump Trucks: 3 spots (35' x 12')
- Bucket Truck: 2 spots (35' x 12')
- 2 Chipper Truck (35' x 12')
- Small Diesel/Tool Truck 5 spots (25' x 12')
- Tractors: 2 spot (25' x 12')
- Skid Steer: 2 spots (25 x 12')
- Polar Trak: 2 spots (12' x 12')
- Stump Grinder 1 spot (12' x 12')
- Wash Bay (18' x 40')

Vehicles (Cold Storage):

- 11' mowers 4 spots (12' x 12')
- Mower Decks 2 spots (12' x 12')
- Trailers 3 spots (12' x 20')
- Skid steer attachments (broom, Harley rake, aerator, bucket, forks) 1 spot (12'x 12')
- Club Carts 2 spots (12' x 12')
- Misc. Equipment (gang roller, tractor weights, etc..) 1 spot (12' x 12')
- ¾ ton pick-up trucks with plows 5 spots (12' x 30')
- Athletic Field equipment 1 spot (12' x 12')

Outdoor Material Bins:

- 10 spots (20' x 30') Cold patch, salt, stone, woodchips, soil, diamond mix etc..)