



Administrative Manual of Operating Procedures

DRAFT

Revision #: **1**

Procedure #: 10.02.01	Procedure Title: Lease Repair and Maintenance Responsibilities		
Original Issue Date: DRAFT	Revised Issue Date: N/A	Next Review Date: TBD	Responsible Department: Department of Administrative Services
Statutory References: Wis. Stat. § 59.17(2)(b)3 Wis. Stat. § 59.52(6) Wis. Stat. § 51.41(10)			Ordinance References: MCO § 56.10
Appendices: Appendix B – 10.02.01 LMS Training PowerPoint Appendix C – 10.02.01 Flowchart			Forms: Form 10.02.01(a) – Sample Lease Repair and Maintenance Responsibility Matrix

1. OBJECTIVE

To establish County procedures regarding the repair and maintenance obligations of the County and tenant in County facilities, as defined in the lease or an associated repair and maintenance agreement.

2. DEFINITIONS

- A. Airport Real Estate. Real Estate that is located at Milwaukee Mitchell International Airport or Timmerman Airport.
- B. Behavioral Health Division (BHD). A division of Milwaukee County's Department of Health and Human Services which provides connections that support recovery for Milwaukee County citizens, through crisis intervention, children's services, alcohol or other drug abuse intervention, and nursing career assistance. The Behavioral Health Division is governed by the Milwaukee County Mental Health Board (MHB).
- C. Construction. Any improvement, extension, or conversion of any kind carried out with respect to a County facility, whether to satisfy temporary or permanent requirements. Work necessary to produce a complete and usable facility or a complete and usable improvement to an existing facility.
- D. County Facility (Facility). Any improvement on County lands (including without limitation, county buildings, airports, highways, dam sites in parks, parkways and playgrounds) that the County owns or occupies.
- ~~E. County Landlord. DAS acting on behalf of the County for County Facilities and DAS Real Estate.~~
- ~~F. E. County Lease Manager ("Lease Manager"). The individual designated by the County to administer, and monitor compliance with, the terms of the lease. The Lease Manager is the point of contact between tenant and County Landlord. For DAS and DHHS-BHD Real Estate this is the DAS-ED Division Lease Manager. For Parks and Airport Real Estate, this role shall be determined by the respective department.~~
- ~~G. F. DAS. The Milwaukee County Department of Administrative Services. DAS supports County departments by achieving high-quality, cost-effective, reliable, customer-oriented solutions in the areas of contracting, facilities, equipment, materials, fiscal management, risk management, and business development.~~
- ~~H. G. DAS Real Estate. County-owned Real Estate that is occupied by County staff or functions (other than Airport Real Estate, DHHS-BHD Real Estate or Parks Real Estate), or Real Estate that is leased by the County for administrative purposes.~~

- ~~I.H.~~ DHHS. The Milwaukee County Department of Health and Human Services. DHHS is responsible for the total range of services to people, including mental illness treatment, disabilities services, income maintenance, youth probation, alcohol and drug abuse services, and more.
- ~~J.I.~~ DHHS-BHD Real Estate. County-owned Real Estate that is occupied by BHD, or its vendors, including without limitation, the Mental Health Complex.
- ~~K.J.~~ ED Division. The Economic Development Division of the Department of Administrative Services.
- K. Facility Condition Assessment ("Assessment"). An analysis of the condition of a facility in terms of age, design, construction methods, and materials.**
- L. Facilities Condition Assessment Program ("FCAP").** A unit of the DAS Facilities Management Division Architectural, Engineering and Environmental Services Section responsible for assessing and documenting the condition of existing County facilities and preparing reports of repair and maintenance requirements.
- M. Facility Equipment.** Equipment and/or fixtures permanently attached to or built into a County facility, which are essential to or an integral part of the facility.
- N. Facility System.** A component of a County facility, such as roofing, partitions, lighting, stairs, plumbing, or any other element that can be categorized with similar elements.
- O. Landlord.** Any entity that owns real property and has the authority to grant a lease. **Specific to Milwaukee County, DAS acting on behalf of the County for County Facilities and DAS Real Estate.**
- P. Lease.** Any written contract, instrument or other document permitting the possession, occupancy or use of County Property or of any real estate required for use by the County. A Lease does not include: (a) a contract for the use of land solely for agricultural purposes, or (b) a permit to use County Property for less than 24 hours, such as a park pavilion rental or athletic field rental.
- Q. Maintenance.** Work required to sustain a County facility to such a condition that it may be used for its designated purpose. The term includes work undertaken to prevent damage to a County facility that otherwise would be more costly to repair.
- Q-R. Owner Department. Milwaukee County department with primary budget authority for facility maintenance and operation responsibilities.**
- ~~R.S.~~ Parks. The Milwaukee County Department of Parks, Recreation and Culture. Parks manages 157 parks, 11 parkways and 210 miles of trails, and in doing so, provides opportunities for recreation, health, wellness, environmental stewardship, and improved quality of life.
- ~~S.T.~~ Parks Real Estate. Real Estate that is owned by Milwaukee County and zoned as parkland by the local zoning authority.
- ~~T.U.~~ Periodic Inspection. Inspections of Facility Systems and Facility Equipment to document current condition and recommended repairs and maintenance.
- ~~U.V.~~ Preventive Maintenance ("PM"). Recurring, day-to-day, periodic, or scheduled maintenance activities or projects.
- ~~V.W.~~ Property. Real property, including without limitation, County buildings, airports, parks, highways, dam sites in parks, parkways, playgrounds, and any other real property or improvements thereon used or owned by Milwaukee County. Real property includes land, land rights, and facilities together with buildings, fixtures, affixed improvements, and structures (including linear structures). Real property does not include personal property.
- ~~W.X.~~ Repair. Construction on a County facility, facility system, or facility equipment to such a condition that it may effectively be used for its designated functional purpose.

X.Y. Responsible Divisions. The County departments and divisions responsible for the negotiation of real estate leases based on real estate classifications of DAS Real Estate, Parks Real Estate, Airport Real Estate, and DHHS-BHD Real Estate.

Y.Z. Responsible Party. The party indicated in the lease (either Milwaukee County or Tenant) that has defined responsibilities pursuant to the lease.

Z-AA. Tenant. Any entity that accepts a leasehold interest in any County facility.

3. PROCEDURE

A. Background

- i. Milwaukee County regularly enters into lease agreements with third parties for County facilities. The repair and maintenance requirements on those County facilities continue regardless of who is occupying the facility. This document formalizes the process for defining and tracking the responsibilities for repair and maintenance of the leased facilities.

B. Joint Milwaukee County and Tenant Responsibilities

- i. Milwaukee County and Tenant shall comply with applicable County Ordinances, building codes, state statutes and federal regulations in the completion of the repairs and provision of maintenance for which each is responsible. This includes, without limitation, the public works bidding requirements applicable to each entity, if any. Typical Milwaukee County and Tenant financial, operational, repair and maintenance responsibilities are to be delineated in the lease agreement, and may include:
 - a. Janitorial and cleaning services of the interior and exterior of the County facility to provide continuous, good, clean, and sanitary conditions, which may be spelled out in Service Level Agreements.
 - b. Operation and preventive maintenance services of the County facility in accordance with the most current version of the General Services Administration *Preventive Maintenance Guide for Public Buildings*.
 - c. Minor and major repairs for those elements of the County facility defined in the lease agreement.
- ii. During lease negotiations and upon lease renewal, Milwaukee County and Tenant shall agree upon responsibilities for repair and maintenance and document the responsibilities on the Lease Repair and Maintenance Responsibility Matrix. The Lease Repair and Maintenance Responsibility Matrix shall be developed based on the recommendations in the most current version of the General Services Administration *Preventive Maintenance Guide for Public Buildings*, and shall be attached to the lease.

C. Tenant Responsibilities

- i. Tenant shall complete repair and maintenance activities as required in the lease.
- ii. Tenant shall provide, at the annual anniversary date of the lease origination, copies of service agreements, service logs, test reports and paid invoices for all maintenance activities for which the Tenant is responsible.
- iii. Prior to starting repair work (or in the case of emergency repairs as determined by the Tenant, as soon as practical), Tenant shall notify the Lease Manager of scope and anticipated timeframe for repairs to be completed by Tenant.

- iv. Tenant shall notify the Lease Manager at the completion of repair work, to facilitate a review of the work by County facility staff.
- v. Tenant shall provide copies of repair drawings, construction contracts, O&M manuals and paid invoices for all repair activities within three months of written acceptance of the work by Milwaukee County.
- ~~v-vi.~~ Tenant shall ~~schedule annual conduct~~ inspections ~~(or more often if specified in the lease agreement)~~ to ~~assess document~~ conditions of facility systems and facility equipment ~~as required according to the Lease Repair and Maintenance Responsibility Matrix~~. Tenant shall ~~notify the Lease Manager and Owner Department of the dates/times of the schedule the periodic inspections with the Lease Manager, in coordination with FCAP and the County department responsible for operations and maintenance of that facility. If FCAP does not have the capacity or resources to perform a periodic , Tenant shall retain an independent consultant approved by the County to perform the periodic inspection and prepare an inspection report.~~ Tenant shall provide a copy of ~~the~~ inspection reports to the Lease Manager, who shall file the inspection reports with the lease and forward a copy to FCAP.
- ~~vi-vii.~~ Tenant shall provide the completed inspection report to the Lease Manager prior to the end of the annual lease term.
- ~~vii-viii.~~ Tenant shall also provide copies of all inspection reports completed by municipal or other agencies with jurisdictional authority to the Lease Manager.
- ~~viii-ix.~~ Tenant shall provide written notice to Lease Manager of new or unforeseen repair and maintenance issues as soon as practical.
- ~~ix-x.~~ Tenant shall abide by the lease terms for non-compliance regarding maintenance and repair responsibilities. Tenant shall provide a written plan to address non-compliance issues to the Lease Manager for review and approval by County staff.

D. Milwaukee County Responsibilities

- i. The Lease Manager shall prepare and attach the Lease Repair and Maintenance Responsibility Matrix to the lease agreement.
- ii. The Lease Manager shall ~~track abstract~~ the responsibilities as delineated in the Lease Repair and Maintenance Responsibility Matrix.
- ~~ii.~~ FCAP shall conduct facility condition assessments, and
- iii. ~~Upon completion of the periodic inspection, FCAP shall~~ provide a copy of the ~~inspection assessment~~ report to the Tenant and to the Lease Manager, ~~who shall file the inspection report with the lease.~~
- iv. Milwaukee County shall provide written acceptance of repair activities to the Tenant. If, in the opinion of the County staff reviewing the repair work, work does not meet generally-accepted industry standards, Lease Manager shall notify Tenant and request a mutually-agreeable remedy within the terms of the lease.
- v. The Lease Manager shall consult with Tenant as requested on specific unforeseen repair and maintenance items, to determine the responsible party.
- vi. ~~FCAP-The Lease Manager~~ shall review submitted documentation for compliance with the terms of the lease agreement, and ~~request clarification from FCAP and forward to County Owner D~~ departments ~~responsible for operations and maintenance of that facility~~ as necessary.

- vii. FCAP shall notify the Lease Manager of any non-compliance issues regarding Tenant maintenance and repair responsibilities. The Lease Manager shall notify the Tenant of non-compliance issues, and facilitate review and approval of the Tenant's written plan to address the non-compliance issues.
- viii. FCAP shall file the submitted documentation electronically with the existing facility information.
- ix. Milwaukee County, at its sole discretion, may provide funding for a predetermined amount of time to fund repair and maintenance activities, for example, if Milwaukee County is undertaking improvements to the County facility at the time of the lease initiation.

4. REVISION HISTORY:

Rev. #	Summary of Changes	Date of Change	Author
1	<ul style="list-style-type: none"> New procedure 	TBD	Peter Nilles Adam Stehly Mark Rapant

Milwaukee County
Lease Repair and Maintenance Responsibility Matrix

SAMPLE

Task	Minimum Recurrence	Responsible Party	
		Milwaukee County	Tenant
Janitorial and Cleaning Services¹			
Trash Collection	Daily		X
Floor Cleaning (light)	Daily		X
Floor Cleaning (heavy)	Weekly		X
Window Cleaning	Annually		X
Restroom Cleaning	Daily		X
Roof Cleaning	Annually		X
Site Maintenance¹			
Trash Collection	Daily		X
Outdoor Lighting	As Needed		X
Landscaping	As Needed		X
Grass cutting	As Needed		X
Snow removal	As Needed		X
Preventive Maintenance Services¹			
Fire Protection Systems			
Fire Alarm inspection and testing	Annually		X
Fire Sprinkler inspections	Quarterly		X
Sprinkler system pump and full flow inspections	Annually		X
Sprinkler system pipe inspections	Five Years		X
Fire Extinguisher inspections	Annually		X
Electrical System			
Electrical switchgear cleaning and testing	Annually		X
Plumbing System			
Grease interceptor cleaning	Annually		X
Emergency eyewash station testing	Annually		X
Heating, Ventilating, and Air Conditioning Systems			
Replace filters	Annually		X
Lubrication	Annually		X
Chiller inspections	Annually		X
Chiller tubes punched	Two Years		X
Chiller eddy current inspections	Five Years		X
Boilers and pressure vessels	Annually		X
Hood inspections and cleaning	Quarterly		X
Security Systems			
Security Camera inspections	Annually		X
Security System inspection and testing	Annually		X
Horizontal and Vertical Transportation Systems			
Elevator inspections	Annually		X
Escalator inspections	Annually		X
Moving Walkway inspections	Annually		X
Dock Lift inspections	Annually		X
Code Compliance			
ADA code compliance	Annually	X	
Repairs²			
Minor Repairs (less than or equal to \$1,000)			X
Major Repairs (greater than \$1,000)			X
Major System Repairs			
Building Shell (roof, windows, doors, foundation) Systems			
Building Interior Finish Systems			
Fire Protection Systems			
Electrical Systems			
Plumbing Systems			
Heating, Ventilating, and Air Conditioning Systems			
Security Systems			
Horizontal and Vertical Transportation Systems			
Site Systems			

¹In lieu of a service level agreement

²Provide copies of service agreements, service logs, test reports and paid invoices

³Provide copies of repair drawings, construction contracts, O&M manuals and paid invoices