



COUNTY FACILITIES PLANNING WORK INITIATION REQUEST FORM

Please complete a form for each new proposal review request.

Work Proposal Name:

Date of Request:

Requesting Department:

Department Contact Name:

High Org:

Low Org:

Approval Signature of Department Head:

DESCRIPTION

Please provide a detailed description of the request:

How will this proposal improve your operations, enhance customer service or otherwise benefit your department and the County?

How does this proposal align with the County's objectives on racial equity?

Please see the County's Vision/Mission/Values and strategic focus areas attached

Desired Timeline:

Begin Date:

End Date:

Duration:

Anticipated Funding Source (check all that apply and include amount allocated under each category):

Operating Budget:

Capital Budget:

Other (i.e. grants, donations, etc.; please describe):

Request Involves:

Parks Property

BHD Property

The Basics



Vision

By achieving
racial equity, Milwaukee
is the healthiest County
in Wisconsin

Mission

We enhance quality of life through great
public service

Values

Inclusion

Seek diverse
perspectives

Influence

Use your power for
good

Integrity

Do the right thing

Strategic Focus Areas

1. Create Intentional Inclusion

1A: Reflect the full diversity of the County at every level of County government

1B: Create and nurture an inclusive culture across the County government

1C: Increase the number of County contracts awarded to minority and women-owned businesses

2. Bridge the Gap

2A: Determine what, where and how we deliver services based on the resolution of health disparities

2B: Break down silos across County government to maximize access to and quality of services offered

2C: Apply a racial equity lens to all decisions

3. Invest in Equity

3A: Invest “upstream” to address root causes of health disparities

3B: Enhance the County’s fiscal health and sustainability

3C: Dismantle barriers to diverse and inclusive communities





COUNTY FACILITIES PLANNING WORK INITIATION REQUEST DETERMINATION

CFPSC ACTION FOR CFPSC USE ONLY

CFPSC Project Tracking #:

TYPE OF REQUEST (Refer to paragraph 4.3 of the CFPSC charter for more details)

- | | | |
|--|---|---|
| <input type="checkbox"/> 1. Asset Management | <input type="checkbox"/> 2. Move Management | <input type="checkbox"/> 3. Facility Improvements |
| <input type="checkbox"/> 4. New Footprint | <input type="checkbox"/> 5. Contractual Obligations | <input type="checkbox"/> 6. Centralized Facilities Management Process Improvement |

CFPSC Review Comments:

FOR EASEMENTS ONLY

Reviewed & Recommended for Approval:

DAS — FM, AE&ES (Legal Description)

Director, DAS

Corporation Counsel

Note:

1. Easements affecting lands zoned "Parks" require County Board approval.
2. Forward a copy of the recorded easement to AE&ES.

CFPSC RECOMMENDATION

The County Facilities Planning Steering Committee reviewed this proposal on . As evidenced by the authorized signature below, the County Facilities Planning Steering Committee approval of this proposal.

Chair or Vice-Chair:

Date:

County Facilities Planning Steering Committee

Easement Agreement

Document Number

Document Title

This Easement Agreement (“**Agreement**”) is made as of _____, 20__ (“**Effective Date**”) by and between the CITY OF MILWAUKEE, a Wisconsin municipal corporation (“**City**”) and the COUNTY BOARD OF SUPERVISORS OF THE COUNTY OF MILWAUKEE (“**County**”). City and County are each a “**Party**”; together, they are the “**Parties**.”

RECITALS

- A. WHEREAS, City and County are the owners of adjacent properties located in the City of Milwaukee, County of Milwaukee, State of Wisconsin, as legally described on the attached **Exhibit A** and referred to in such exhibit and herein as the “**City Property**” and “**County Property**”, respectfully.
- B. WHEREAS, City has requested that City have an easement of ingress and egress on a non-exclusive basis in common with County over and across a portion of land on the County Property for public access to and from the City Property.
- C. WHEREAS, County is willing to grant such easement on the terms and conditions as set forth herein.

Recording Area

Name and Return Address

Jordan M. Schettle, Esq.
Milwaukee City Attorney’s Office
841 North Broadway, 10th Floor
Milwaukee, WI 53202

Parcel Identification Number (PIN)

AGREEMENT

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are mutually acknowledged, the Parties agree as follows:

1. GRANT OF PUBLIC EASEMENT. County hereby grants to City a perpetual non-exclusive easement over, on, and across the easement area graphically depicted on the attached **Exhibit B** (“**Easement Area**”) for the purpose of providing general public vehicular access to and from the City Property.

2. USE OF PUBLIC EASEMENT. Subject to the terms of this Agreement, City and members of the public may use the Easement Area (in common with County and its tenants, invitees, employees, licensees, customers, successors and assigns) for vehicular ingress and egress to and from North 12th Lane and to and from North 13th Street, subject to the provisions herein. The use of the Easement Area shall be for normal and customary access by City and the public in accordance with all applicable federal, state and local laws, statutes, ordinances, codes and regulations. The rights of City and the public to use the Easement Area shall not extend to any unusual uses such as loitering, heavy truck traffic (by trucks weighing more than three tons and other than customary truck traffic for deliveries to adjoining properties) or other types of uses that

may constitute a public or private nuisance. County reserves the right to grant to third parties additional easements for access and/or utilities affecting the Easement Area or portions thereof. Notwithstanding anything herein to the contrary, neither Party's use of the Easement Area shall unreasonably interfere with the use of the Easement Area by the other Party and its respective tenants, invitees, employees, licensees, customers, successors and assigns.

3. PUBLIC ACCESS. The Easement Area shall be available for public use at all times, except for such times as the Easement Area must be closed for maintenance or repair, to avoid the acquisition of adverse or prescriptive rights or for special events benefiting the public. County shall have the right periodically to close off the Easement Area for any of these purposes, provided that County obtain any and all permits required for same. Further, County may, from time to time, vary or relocate the paved areas on the Easement Area available for use by the public and County may, from time to time, restrict use of portions of the Easement Area by members of the public in favor of County or its lessees, or County's successors' or assigns' exclusive use; provided that, the prior written consent is obtained from the City.

4. MAINTENANCE AND REPAIR. County shall be solely responsible at its expense for maintenance of the Easement Area as reasonably determined by County in its discretion, which maintenance may include and not be limited to, sealing, striping, repaving, and snow removal, as determined by County in its discretion.

5. CITY'S ACCESS TO EXISTING FACILITIES. The Parties acknowledge that City has and may maintain any existing facilities (such as sewer or water mains) currently located in the Easement Area as set forth in other written easement agreements benefiting City and recorded against the County's Property. City has the right to reasonably access such facilities for maintenance upon reasonable notice to County, provided that City's access does not unreasonably interfere with County's use or occupancy of County's Property.

6. INDEMNIFICATION. City shall save County harmless from any loss, damage, injury or liability resulting from negligence on the part of City in connection with the exercise of any rights of City hereunder; provided, however, that these provisions are subject to the legal defenses which, under law, City is entitled to raise.

7. INSURANCE. This section is intentionally left blank.

8. RULES AND REGULATIONS. County may, at all times, exclude any vendors or other commercial activities from the Easement Area. Further, County shall have the right to promulgate and enforce rules and regulations governing the use of the Easement Area by the public, including any and all rules relating to parking in and on the Easement Area.

9. NON-USE. Non-use or limited use of the Easement Area and the rights granted herein shall not deprive City from later use of such Easement Area and City's exercise of such rights to the fullest extent authorized under this Agreement.

10. GOVERNING LAW; VENUE. This Agreement shall be construed and enforced in accordance with the laws of the State of Wisconsin. Venue for any action arising out of or in any

way related to this Agreement shall be exclusively in the Circuit Court of Milwaukee County for matters arising under state law and in federal district court in the eastern district of Wisconsin for matters arising under federal jurisdiction.

11. ENTIRE AGREEMENT; AMENDMENTS. This Agreement sets forth the entire understanding of the Parties with respect to the subject matter hereof and may not be changed, modified, or amended, except by a written document executed and acknowledged by both Parties to this Agreement, which shall only become effective upon its recordation in the Office of the Register of Deeds for Milwaukee County, Wisconsin.

12. NOTICES. Any notice provided for herein or given pursuant to this Agreement, shall be deemed in compliance herewith if in writing and sent by United States certified or registered mail, postage prepaid, return receipt requested, electronic mail (“e-mail”), or by receipted personal delivery to the Parties as follows:

To County:

[add]

with a copy to:

To The City:

Department of Public Works – City of Milwaukee
Frank P. Zeidler Municipal Building
841 N Broadway, 5th Floor
Milwaukee, WI 53202

with a copy to:

City Attorney’s Office – City of Milwaukee
Frank P. Zeidler Municipal Building
841 N Broadway, 7th Floor
Milwaukee, WI 53202

13. FORCE MAJEURE. If either Party is delayed or interrupted in the performance or completion of any of its obligations hereunder by any cause beyond its control, including, but not limited to, any act, neglect or default of the other Party or any agent or employee of the other Party (including any delay requested by the other Party), embargo, war, fire, flood, concealed conditions, cyclone, earthquake, epidemic or other calamity, act of God or of the public enemy, riots, insurrection or any strike, illegal walkout or secondary boycott, pandemic, or epidemic, then the delay shall be excused and the time of performance specified in this Agreement shall be extended for a period equal to the time lost as a consequence of the delay or interruption.

14. RECORDING. This Agreement shall be recorded in the office of the Register of Deeds of Milwaukee County.

15. HEADINGS. Descriptive headings are for convenience only and shall not control or affect the meaning or construction of any provision of this Agreement.

16. WAIVER. One or more waivers of any covenant or condition by either Party shall not be construed as a waiver of a subsequent breach of the same covenant or condition. No breach of a covenant or condition of this Agreement shall be deemed to have been waived by either Party unless such waiver is in writing signed by both Parties. Wherever in this Agreement a Party's consent is required, such consent shall not be unreasonably withheld or delayed.

17. SEVERABILITY. If any term or provision of this Agreement is held invalid or unenforceable, then the remaining terms and provisions of this Agreement shall be affected thereby, but each remaining term and provision shall be valid.

18. ENFORCEMENT. Enforcement of this Agreement may be at law or equity against any person or persons violating or attempting or threatening to violate any provision hereof, either to restrain or prevent such violation or obtain other relief. In any suit or other action brought to enforce this Agreement, the prevailing Party in such or other action shall be entitled to recover its costs, including reasonable attorneys' fees, as are incurred by the prevailing Party from the non-prevailing Party in such suit or action. Nothing in this Agreement shall be deemed to be a waiver of the City's governmental immunity rights as stated under Wisconsin Statutory Law or under the laws of the City of Milwaukee.

19. ENCUMBRANCES. This Agreement is expressly made subject to all recorded easements and restrictions.

20. NO JOINT VENTURE OR GOVERNMENT ENTITY. No provision hereof shall be deemed to constitute the Parties hereto as partners of one another or joint ventures of one another or as the creation of a governmental entity or in any way obligate any Party hereto for the performance of any obligation of the other Party hereto.

21. ASSIGNMENT. Neither Party shall assign its rights or obligations under this Agreement without the prior written consent of the other Party, which consent shall not be unreasonably withheld or delayed.

22. PUBLIC RECORDS. The Parties understand that the City and County are bound by the Wisconsin Public Records Law, and as such, all of the terms of this Agreement are subject to and conditioned on the provisions of Wis. Stat. § 19.21, et seq. City and County acknowledge that each are obligated to assist the other Party in retaining and producing records that are subject to Wisconsin Public Records Law, and that the failure to do so shall constitute a material breach of this Agreement. Except as otherwise authorized, those records shall be maintained for a period of seven (7) years after revocation or termination of this Agreement.

23. NONDISCRIMINATION. City and County hereby agree that in its use of the Easement Area and in its activities undertaken pursuant hereto it shall not discriminate, permit discrimination or restriction on the basis of race, sexual orientation, creed, ethnic origin or identity, color, gender, religion, marital status, age, handicap or national origin.

24. COUNTERPARTS. This Agreement may be signed and executed in any number of counterparts, each of which shall constitute an original and all of which shall constitute one and the same Agreement.

25. APPROVAL. The City of Milwaukee Department of Public Works approved this Agreement and authorized its execution, subject to approval by Milwaukee's Common Council, at its meeting on _____, 20___. Milwaukee's Common Council approved this Agreement and authorized its execution on _____, 20___, by passage of Resolution No. _____.

[Signature Page Follows]

The Parties have executed this Agreement effective as of the Effective Date.

COUNTY BOARD OF SUPERVISORS OF THE COUNTY OF MILWAUKEE

By: _____
Name: _____
Title: _____

STATE OF WISCONSIN)
)SS.
COUNTY OF MILWAUKEE)

Personally came before me this _____ day of _____, 20__, _____,
the _____ of the County Board of Supervisors of the County of
Milwaukee, who by their authority and on its behalf executed the foregoing instrument and
acknowledged the same.

Name:
Notary Public, State of Wisconsin
My Commission Expires:

CITY OF MILWAUKEE
a Wisconsin municipal company

By: _____
Cavalier Johnson, Mayor

And By: _____
James R. Owczarski, City Clerk

Countersigned:

By: _____
Aycha Sawa, Comptroller

City Common Council Resolution File Number: _____

CITY ATTORNEY APPROVAL/AUTHENTICATION

Jordan M. Schettle, a member in good standing of the State Bar of Wisconsin, hereby approves the signatures of the City representatives above per M.C.O. 304-21, and also authenticates the signatures of those City representatives/signatories per Wis. Stat. 706.06 so this document may be recorded per Wis. Stat. 706.05 (2)(b).

By: _____
Jordan M. Schettle, Asst. City Attorney
State Bar No. 1104571
Date: _____

EXHIBIT A

Legal Description of County Property:

Legal Description of City Property:

EXHIBIT B

Easement Area Depiction:

EASEMENT EXHIBIT

CLIENT

KSingh

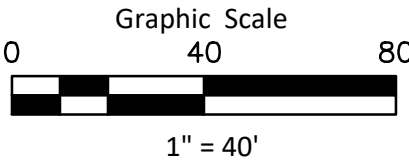
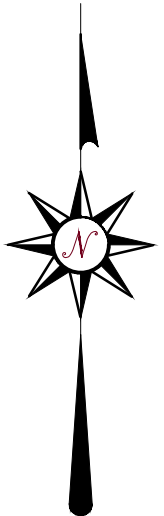
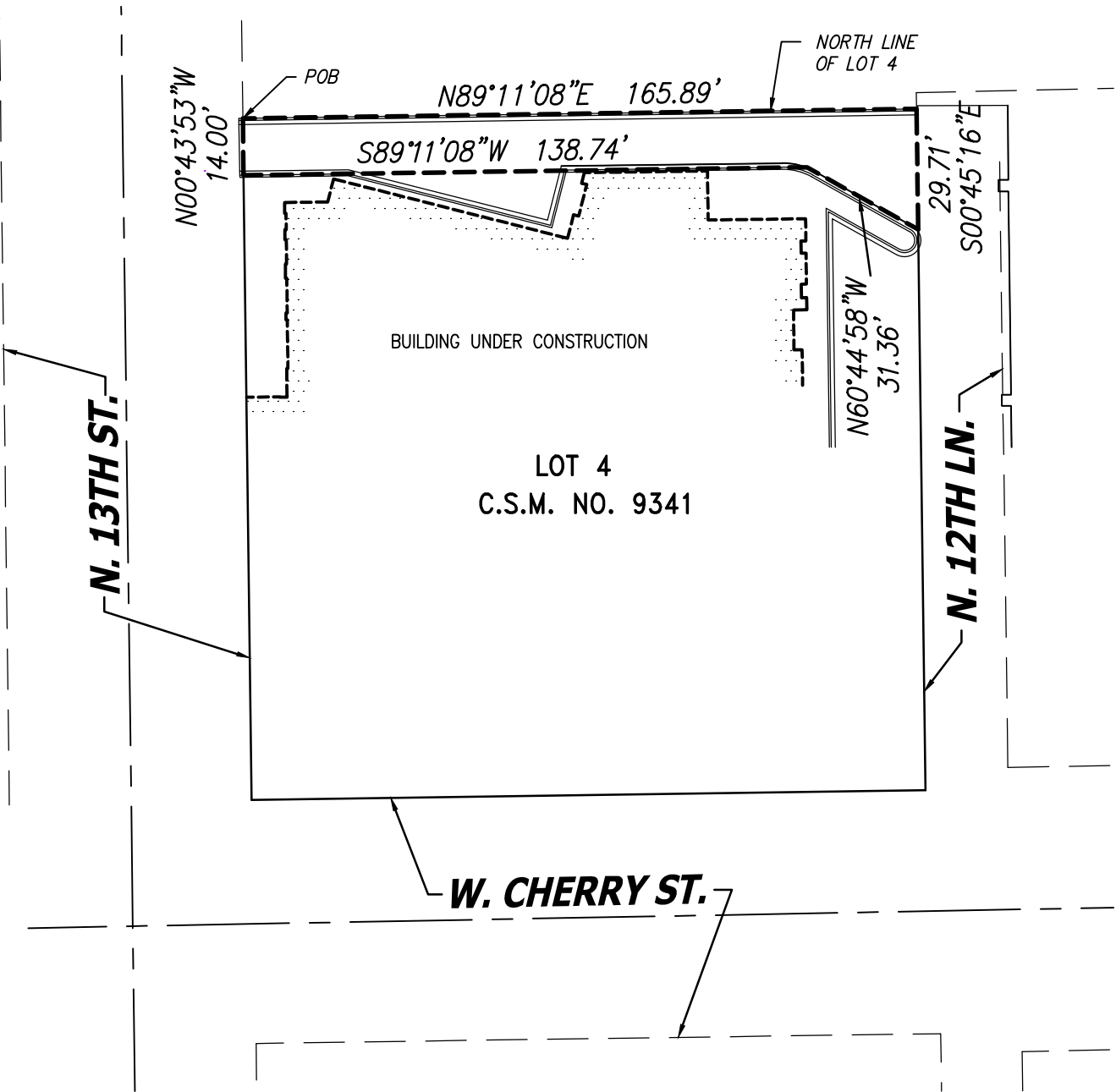
SITE ADDRESS

1230 W. Cherry St., City of Milwaukee, Milwaukee County, Wisconsin

LEGAL DESCRIPTION

A strip of land over and across that part of Lot 4 of Certified Survey Map No. 9341, being a part of the Northeast 1/4 of the Southeast 1/4 of Section 19, Township 7 North, Range 22 East, in the City of Milwaukee, Milwaukee County, State of Wisconsin, bound and described as follows:

Beginning at the Northwest corner of Lot 4, also a point on the East line of N. 13th Street; thence North 89°11'08" East along the North line of said Lot 4, 165.89 feet to the Northeast corner of said Lot 4 and West line of N. 12th Lane; thence South 00°45'16" East along said West line 29.71 feet to a point; thence North 60°44'58" West 31.36 feet to a point; thence South 89°11'08" West 138.74 feet to a point on the East line of N. 13th Street, thence North 00°43'53" West along said East line 14.00 feet to the point of beginning.



CHAPUT
LAND SURVEYS

234 W. Florida Street
Milwaukee, WI 53204
414-224-8068
www.chaputlandsurveys.com

Date: February 1, 2024
Drawing No. 4220.00 Ex-mem

EASEMENT EXHIBIT

CLIENT

KSingh & Associates

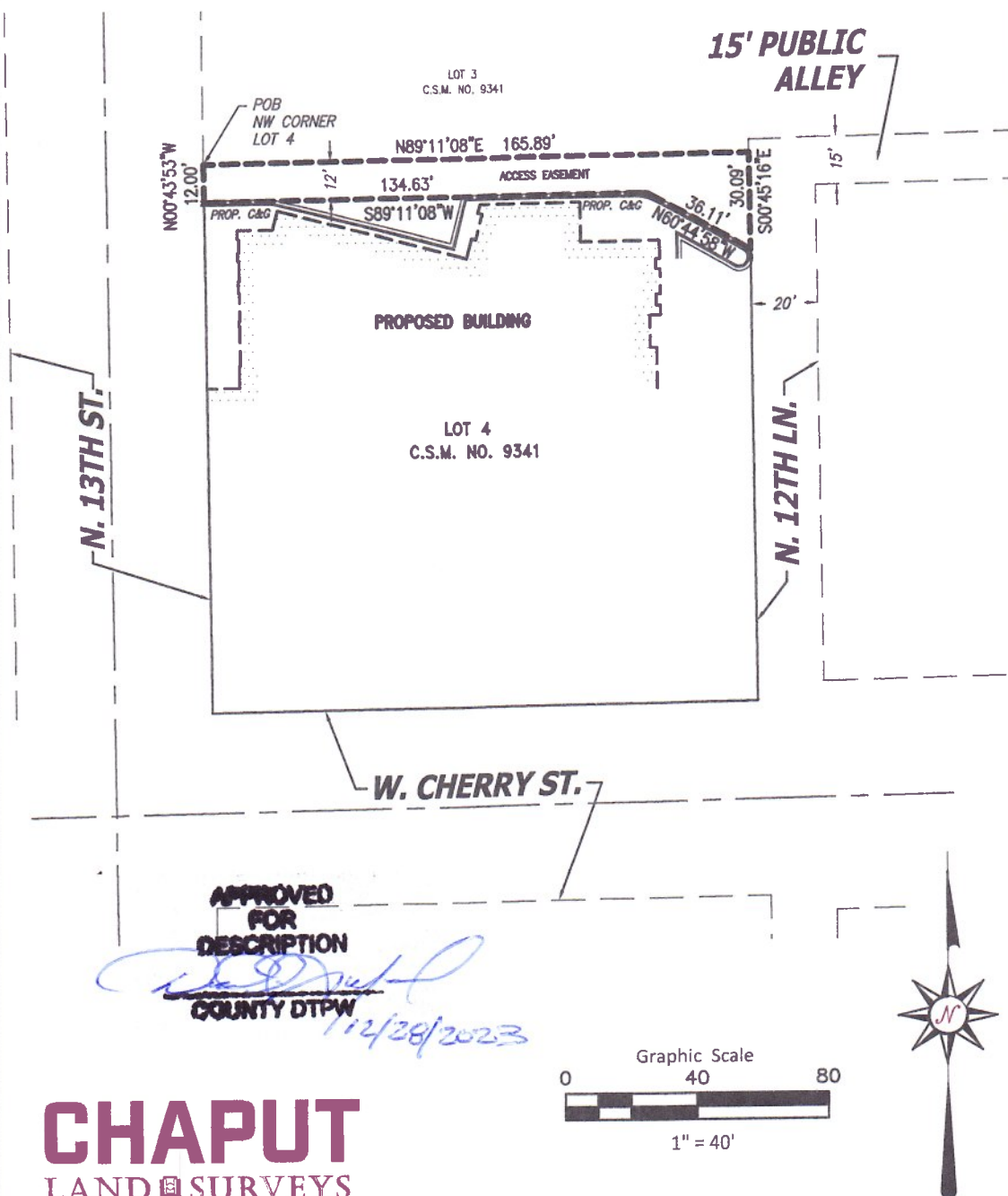
SITE ADDRESS

1230 W. Cherry St., City of Milwaukee, Milwaukee County, Wisconsin

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Beginning at the Northwest corner of Lot 4, also being a point on the East line of North 13th Street; thence North 89°11'08" East along the North line of said Lot 4, 165.89 feet to the Northeast corner of said Lot 4 and West line of North 12th Lane; thence South 00°45'16" East along said West line 30.09 feet to a point; thence North 60°44'58" West 36.11 feet to a point; thence South 89°11'08" West 134.63 feet to a point on the East line of North 13th Street, thence North 00°43'53" West along said East line 12.00 feet to the point of beginning.



CHAPUT LAND & SURVEYS

234 W. Florida Street
Milwaukee, WI 53204

414-224-8068
www.chaputlandsurveys.com

Date: November 29, 2023
Drawing No. 4220.00 Ex-mem


CHAPUT

LAND & SURVEYS

November 30, 2023
CLS#4220

Access Easement over Lot 4 CSM No. 9341

Beginning at the Northwest corner of Lot 4, also being a point on the East line of North 13th Street; thence North 89°11'08" East along the North line of Lot 4 aforesaid, 165.89 feet to the Northeast corner of said Lot 4 and West line of North 12th Lane; thence South 00°45'16" East along said West line 30.09 feet to a point; thence North 60°44'58" West 36.11 feet to a point; thence South 89°11'08" West 134.63 feet to a point on the East line of North 13th Street, thence North 00°43'53" West along said East line 12.00 feet to the point of beginning

APPROVED
FOR
DESCRIPTION

COUNTY DTPW
12/28/2023

GENERAL NOTES

1. SITE LOCATION: 1230 W. CHERRY STREET, CITY OF MILWAUKEE
MILWAUKEE COUNTY, WI 53205
2. REFER TO SHEET C002 EXISTING CONDITIONS FOR INFORMATION ON COORDINATES,
SURVEY CONTROL, AND PROPERTY INFORMATION.
3. ALL UTILITIES SHOWN ARE BASED ON FIELD MARKINGS/PRINTS PROVIDED BY DIGGER'S
HOTLINE, AND RECORD DRAWINGS BY UTILITY COMPANIES, LOCAL MUNICIPALITIES,
AND OTHERS. WHILE THIS INFORMATION IS BELIEVED TO BE RELIABLE, ITS ACCURACY
AND COMPLETENESS CANNOT BE GUARANTEED NOR CERTIFIED TO. CONTRACTOR
SHALL CONTACT DIGGER'S HOTLINE AT 811 OR 1-800-242-8511 PRIOR TO PERFORMING
EARTH MOVING OR EXCAVATION ACTIVITIES. CONTRACTOR SHALL CONTACT ANY
OTHER UTILITY WHICH MAY BE PRESENT WHICH ARE NOT PART OF THE ONE CALL
SYSTEM.
4. ANY WORK OUTSIDE OF PROPERTY LINE AND IN RIGHT OF WAY SHALL CONFORM TO
THE CITY OF MILWAUKEE STANDARD SPECIFICATIONS, PERMIT CONDITIONS AND
ORDINANCES.

5. ALL DIMENSIONS ARE TO THE FACE OF CURB, EDGE OF PAVEMENT, FACE OF BUILDING,
OR PROJECT WORK LIMIT LINE, INLESS OTHERWISE NOTED.
6. NEW PAVEMENT SHALL MEET ADJACENT EXISTING PAVEMENTS AS A FLUSH MATCH.
7. DAMAGES TO EXISTING SITE FEATURES NOT MARKED FOR DEMOLITION SHALL BE
IMMEDIATELY REPORTED TO THE OWNER AND PROJECT MANAGER. THE GENERAL
PRIME CONTRACTOR IS RESPONSIBLE FOR ALL WORK AND COSTS ASSOCIATED WITH
CORRECTING THE DAMAGES.
8. CONTRACTOR SHALL SUBMIT A CONTROL JOINT PLAN PRIOR TO POURING THE
EXTERIOR CONCRETE. CONTROL JOINT PLAN IS SUBJECT TO APPROVAL BY
ARCHITECT/ENGINEER.
9. ALL LAWN AREAS DISTURBED BY CONSTRUCTION ACTIVITIES OUTSIDE OF THE
DISTURBANCE LIMITS SHOWN SHALL BE RESTORED BY THE CONTRACTOR AT NO COST
TO THE OWNER.

PARKING DATA

NORTH PROPERTY
TOTAL EXISTING = 58
TOTAL PROPOSED = 4

SITE DATA

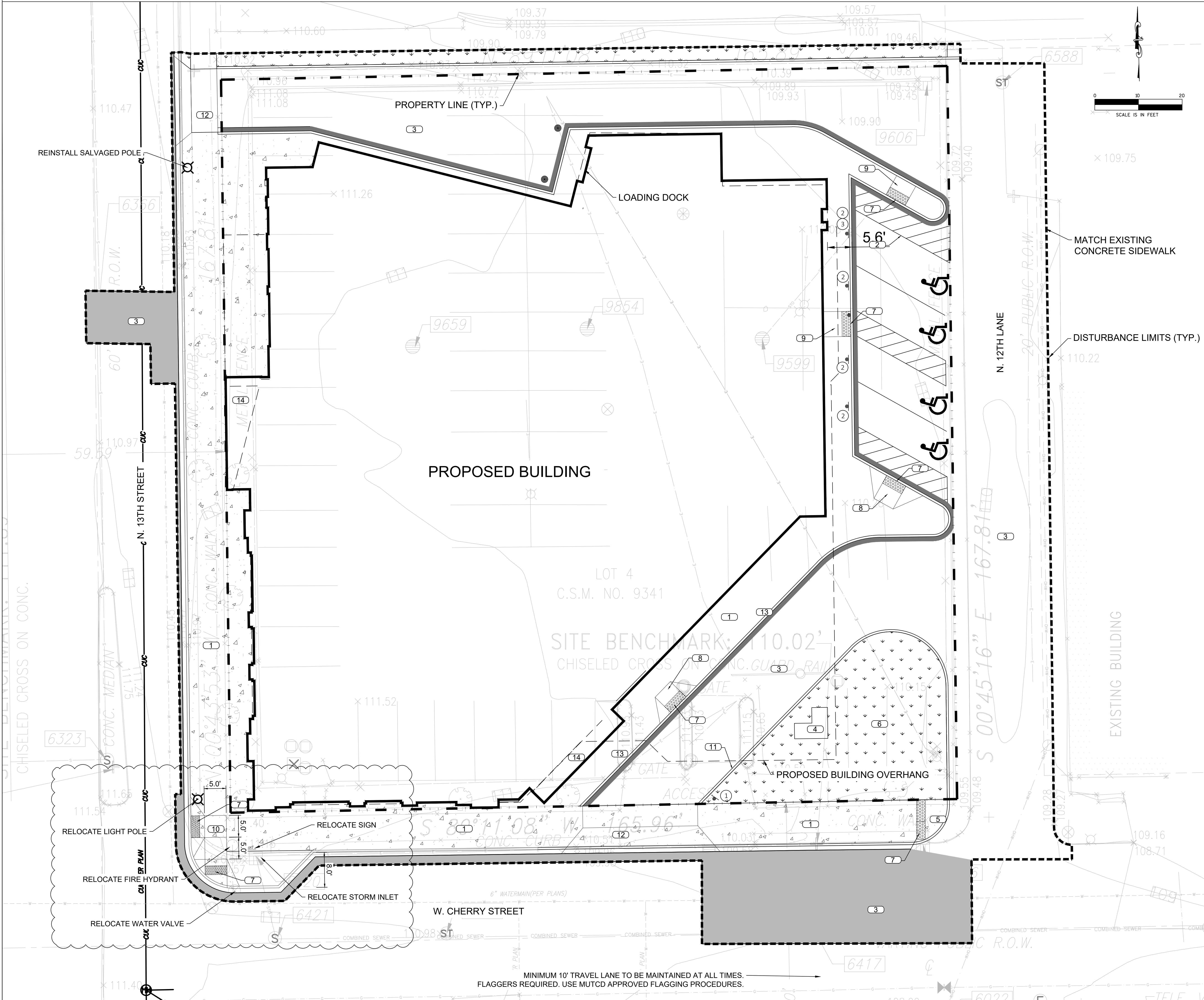
TOTAL AREA OF LOT = 27,901 S.F. = 0.64 ACRES
PROPOSED AREA OF DISTURBANCE = 38,720 S.F. = 0.89 ACRES
EXISTING IMPERVIOUS AREA = 34,580 S.F. = 0.79 ACRES
PROPOSED IMPERVIOUS AREA = 36,859 S.F. = 0.85 ACRES
INCREASE IN IMPERVIOUS AREA = 2,279 S.F. = 0.05 ACRES
PROPOSED OPEN SPACE = 1,861 S.F. = 0.04 ACRES
EXISTING OPEN SPACE = 4,140 S.F. = 0.10 ACRES

ZONING
CURRENT: COMMERCIAL
PROPOSED: COMMERCIAL



PLAN NOTES:

1. UNREINFORCED CONCRETE SIDEWALK, TYP. (4) C500
2. PAVEMENT MARKING 4-INCH, TYP. (5) C500
3. HMA PAVEMENT, TYP. (2) C500
4. CONCRETE FOUNDATION, SEE ARCHITECTURAL PLANS FOR DETAILS.
5. TYPE 4A AMERICANS WITH DISABILITIES ACT (ADA) HANDICAP CURB RAMP (3) C502
6. RAIN GARDEN (1) C502
7. TRUNCATED DOME AND DETECTABLE WARNING SURFACE, TYP. (4) C503
8. TYPE 3 AMERICANS WITH DISABILITIES ACT (ADA) HANDICAP CURB RAMP (2) C503
9. TYPE 7A AMERICANS WITH DISABILITIES ACT (ADA) HANDICAP CURB RAMP (3) C503
10. TYPE 2 AMERICANS WITH DISABILITIES ACT (ADA) HANDICAP CURB RAMP (1) C503
11. CONCRETE CURB CUT (2) C501
12. CONCRETE DRIVEWAY (1) C501
13. STEEL BOLLARDS, SEE ARCHITECTURAL PLANS FOR DETAILS
14. PLANTER BOX, SEE ARCHITECTURAL PLANS FOR DETAILS



LEGEND

- PROPOSED BUILDING
- PROPOSED CONCRETE PAVEMENT/SIDEWALK/CURB & GUTTER
- PROPOSED HMA ASPHALT
- PROPOSED LANDSPACING, SEE LANDSCAPE PLAN FOR DETAILS
- REJECT CONCRETE CURB AND GUTTER (3) C501
- ACCEPT CONCRETE CURB AND GUTTER (3) C501
- PROPOSED BUILDING OVERHANG
- PROPERTY LINE
- DISTURBANCE LIMITS (5) C503
- BOLLARD (5) C503

SIGN KEY

- 1. STOP R1-1 30" X 30"
- 2. RESERVED PARKING R7-8A 12"X18"
- 3. VAN ACCESSIBLE R7-8V 12"X6"

ISSUED FOR CONSTRUCTION

REVISIONS	
Chw-ADD 01	06/05/23

DATE: 04/20/2023
PROJECT: WY 045606
SITE NO:
BUILDING NO: