



COUNTY FACILITIES PLANNING WORK INITIATION REQUEST FORM

Please complete a form for each new proposal review request.

Work Proposal Name:

WE Gas Easement Root River at Cleveland Ave.

Date of Request:

11/15/21

Requesting Department:

Parks

Department Contact Name:

Erica Goblet

High Org:

900

Low Org:

9000

Approval Signature of Department Head:
Guy Smith

11/15/2021

DESCRIPTION

Please provide a detailed description of the request:

The current request from WE Energies is to install a gas main under the Root River south of Cleveland Avenue. The purpose is to connect two existing gas mains on the west and east sides of Root River Parkway to improve the reliability of gas services in the surrounding area. The proposed gas main would be installed using directional boring with open excavations on the east and west sides of the parkway. WE is paying \$3,072 for the easement plus permit fees.

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

This easement is related to improved reliability of gas service to county residents in the area and also helps Parks meet its revenue goals.

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

This easement is related to improved reliability of gas service to county residents in the area and also helps Parks meet its revenue goals.

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

3C: Dismantle barriers to diverse and inclusive communities

Desired Timeline:
Begin Date:

1/1/20

End Date:
Duration:

Permanent

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. Contractural 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

Document Number	DISTRIBUTION EASEMENT GAS
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WR Number: 4599323

IO Number: MEO47300505

For good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, **MILWAUKEE COUNTY, a municipal body corporate**, hereinafter referred to as "Grantor", owner of land, hereby grants and warrants to **WISCONSIN GAS LLC, a Wisconsin limited liability company doing business as We Energies**, hereinafter referred to as "Grantee", a permanent easement upon, within and beneath a part of Grantor's land hereinafter referred to as "easement area".

The easement area is described as a strip of land, twelve (12) feet in width, being a part of Grantor's land in the **Southwest ¼ of Section 7, Township 6 North, Range 21 East**, in the City of West Allis, Milwaukee County, Wisconsin.

The location of the easement area with respect to Grantor's land is as shown on the attached drawing, marked Exhibit "A", and made a part of this document.

RETURN TO:

We Energies
PROPERTY RIGHTS & INFORMATION GROUP
231 W. MICHIGAN STREET, ROOM A252
PO BOX 2046
MILWAUKEE, WI 53201-2046

1. Purpose:

(a) The purpose of this easement is to install, operate, maintain, repair, replace and extend underground utility facilities, pipeline or pipelines with valves, tieovers, main laterals and service laterals, together with all necessary and appurtenant equipment under and above ground, including cathodic protection apparatus used for corrosion control, as deemed necessary by Grantee, for the transmission and distribution of natural gas and all by-products thereof, or any liquids, gases, or substances which can or may be transported or distributed through a pipeline, including the customary growth and replacement thereof. Trees, bushes, branches and roots may be trimmed or removed so as not to interfere with Grantee's use of the easement area.

521-9989-000
(Parcel Identification Number)

(b) Grantor and Grantee understand, acknowledge and agree that this easement is non-exclusive and that Grantor will continue to use the easement area and shall have the right to make other agreements, such as leases, licenses, and easement with one or more utilities or other entities provided that any such subsequent agreements shall not interfere with Grantee's rights under this easement. Facilities and equipment other than that which is defined in this easement shall be installed only upon amendment of this easement or negotiation of an additional easement.

2. Construction; Access:

(a) Grantee or its agents shall have the right to enter and use Grantor's land with full right of ingress and egress over and across the easement area and adjacent lands of Grantor for the purpose of exercising its rights in the easement area, subject, however, to pertinent Milwaukee County ordinances and applicable rules and regulations relating to the operation, maintenance, and control of such premises. Grantor shall waive any fees for any necessary permits required by Grantor for Grantee's access.

(b) Grantee shall provide written notice to Milwaukee County Parks prior to the commencement of work within the easement area by Grantee. Said notice shall indicate the anticipated start date and duration of the proposed work and include; plans showing the location, depth, type of installation, trees and shrubs within line or easement area, drawings and specifications detailing construction methodology, the erosion and sedimentation control plan and the preservation and restoration methods to be employed. These shall be reviewed and approved by Grantor within 14 days from receipt of the plans and prior to commencing any construction activities. Violation of the aforementioned conditions during periods of emergency shall not result in cancellation or penalty. Within 24 hours of an incident constituting an emergency, Grantee shall give notice to Grantor, of such emergency.

(c) No trees, shrubs or vegetation adjacent to the easement area shall be removed, trimmed or damaged without the written permission of Grantor.

(d) All Grantee construction, operation and repairs of the facilities installed within the easement area shall be completed at no expense to the Grantor, except, however, the construction of new facilities or modification of existing facilities at the request of Grantor.

(e) Grantee shall not suffer or permit any construction or mechanics' liens to be filed, or if filed, to remain uncontested, against the fee of the Property, nor against the Grantee's interest in the Property.

(f) Grantee shall be responsible for maintaining the facilities.

(g) It is further understood and agreed that the Grantor or its representatives shall have the right to enter upon the easement area at any time to make any inspection it may deem expedient to the proper enforcement of any term or condition of this easement and for the purpose of performing work related to any public improvement in, upon or along said easement area as the Grantor may deem appropriate provided such improvements do not damage the facilities and appurtenances thereto, including reasonable access to them, installed by the Grantee.

3. **Building or Other Structures:** Grantor agrees that no structures will be erected in the easement area or in such close proximity to the electric facilities as to create a violation of the Wisconsin State Electrical Code or any amendments to it.
4. **Elevation:** Grantor agrees that the elevation of the ground surface existing as of the date of the initial installation of Grantee's facilities within the easement area will not be altered by more than 6 inches without the written consent of Grantee, request for which shall be promptly considered by Grantee and not unreasonably withheld.
5. **Restoration:** Grantee agrees to restore or cause to have restored Grantor's land, as nearly as is reasonably possible, to the condition existing prior to such entry by Grantee or its agents. This restoration, however, does not apply to any trees, bushes, branches or roots which may interfere with Grantee's use of the easement area. Grantee shall exercise reasonable care and attempt to save and preserve any existing landscaping in the easement area, including, without limitation, the trees and bushes located thereon.
6. **Relocation of Facilities:** In the event that Grantor requires the relocation of Grantee's facilities, the Grantee will relocate such facilities, providing that Grantor provides a reasonable suitable alternate location for such facilities, together with all necessary easement rights to the Grantee for the facilities at their new location. The costs of such facilities relocation shall be paid by Grantor.
7. **Removal of Facilities:** In the event that Grantee's facilities are no longer required to provide gas service, Grantee shall remove any above-ground facilities and abandon unnecessary underground gas facilities. Grantee shall restore the easement area at its expense and the associated easement rights herein shall terminate.
8. **Indemnification:** It is understood that during the time said facilities are located on the premises of the Grantor pursuant to this grant, We Energies shall indemnify and save the Grantor harmless from any and all claims for injury or death to any person or for damage to property of any person arising out of the installation, operation, reconstruction and maintenance of said facilities; excepting, however, any claims or actions arising out of negligence or willful acts on the part of the Grantor, its employees, agents and invitees.
9. **Environmental Indemnification:** Grantee shall, to the full extent provided for under any environmental laws, rules and regulations, be responsible for any repair, cleanup, remediation or detoxification arising out of any hazardous materials brought onto or introduced into the easement area or surrounding areas by Grantee, its agents or guests. Grantee shall indemnify, defend and hold Grantor harmless from any liability, cost, damage, claim or injury (including reasonable attorney fees) arising therefrom.
10. **Exercise of Rights:** It is agreed that the complete exercise of the rights herein conveyed may be gradual and not fully exercised until some time in the future, and that none of the rights herein granted shall be lost by non-use.
11. **Binding on Future Parties:** This grant of easement shall be binding upon and inure to the benefit of the heirs, successors and assigns of all parties hereto.

(signature pages follow)

Grantee:

WISCONSIN GAS LLC,
a Wisconsin limited liability company doing business as We Energies

By: _____
Dawn M. Neuy, Manager Real Estate Services

Acknowledged before me in Milwaukee County, Wisconsin on _____, 2021, by Dawn M. Neuy, Manager Real Estate Services, Wisconsin Gas LLC, a Wisconsin limited liability company doing business as We Energies, in its name and on its behalf.

Kurt van Dulm Notary Public, State of Wisconsin

(NOTARY STAMP/SEAL)

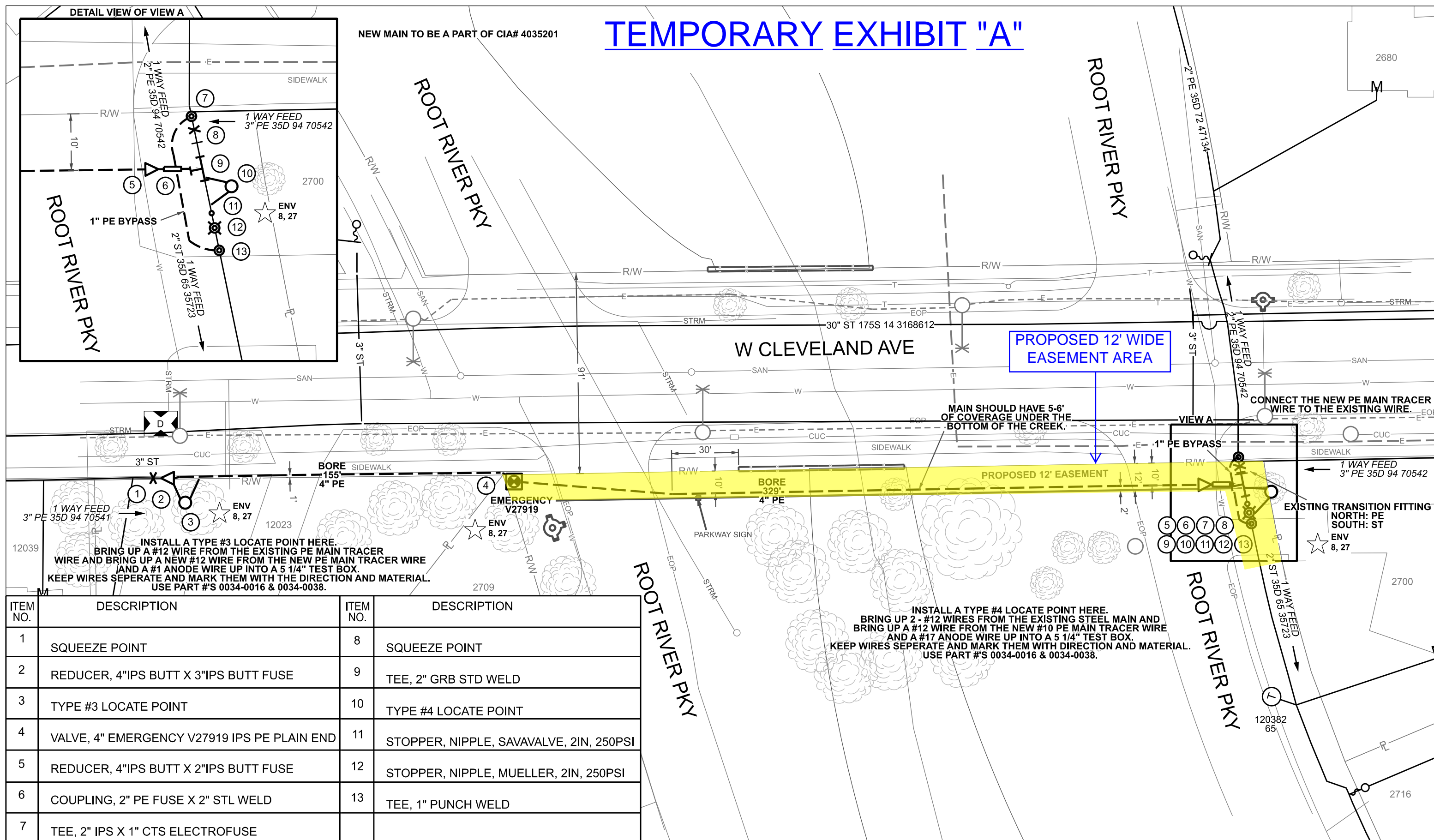
My commission expires: March 22, 2024



4599323



TEMPORARY EXHIBIT "A"



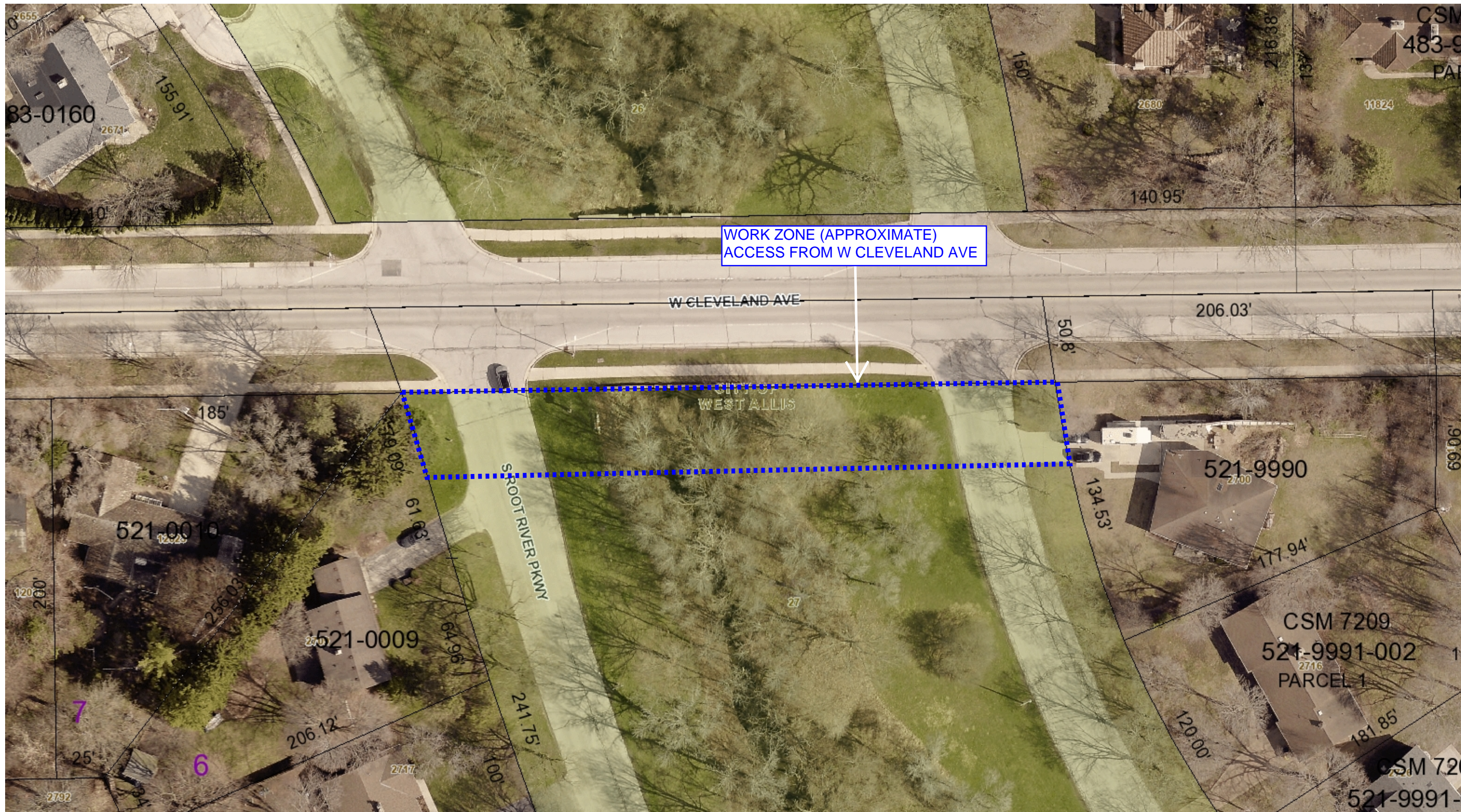
ITEM NO.	DESCRIPTION	ITEM NO.	DESCRIPTION
1	SQUEEZE POINT	8	SQUEEZE POINT
2	REDUCER, 4"IPS BUTT X 3"IPS BUTT FUSE	9	TEE, 2" GRB STD WELD
3	TYPE #3 LOCATE POINT	10	TYPE #4 LOCATE POINT
4	VALVE, 4" EMERGENCY V27919 IPS PE PLAIN END	11	STOPPER, NIPPLE, SAVAVALVE, 2IN, 250PSI
5	REDUCER, 4"IPS BUTT X 2"IPS BUTT FUSE	12	STOPPER, NIPPLE, MUELLER, 2IN, 250PSI
6	COUPLING, 2" PE FUSE X 2" STL WELD	13	TEE, 1" PUNCH WELD
7	TEE, 2" IPS X 1" CTS ELECTROFUSE		

SCALE 1" - xx'

SHEET OF



PROPOSED GAS MAIN--W CLEVELAND AVE AND ROOT RIVER PKWY



94 0 47 94 Feet
NAD_1983_2011_StatePlane_Wisconsin_South_FIPS_4803_Ft_US
© MCAMLIS



1: 564

THIS MAP IS NOT TO BE USED FOR NAVIGATION

DISCLAIMER: This map is a user generated static output from the Milwaukee County Land Information Office Interactive Mapping Service website. The contents herein are for reference purposes only and may or may not be accurate, current or otherwise reliable. No liability is assumed for the data delineated herein either expressed or implied by Milwaukee County or its employees.

Notes