



## COUNTY FACILITIES PLANNING WORK INITIATION REQUEST FORM

*Please complete a form for each new proposal review request.*

**Work Proposal Name:**

Children's Community Wellness Clinic

**Date of Request:**

3/19/21

**Requesting Department:**

DHHS, BHD, Wraparound Milwaukee

**Department Contact Name:**

Brian McBride / Heidi Ciske-Schmidt

**High Org:**

630

**Low Org:**

6474

**Approval Signature of Department Head:**

DHHS: Shakita LaGrant, BHD: Michael Lappen

### DESCRIPTION

**Please provide a detailed description of the request:**

Under a DHS 35 Clinic License, to establish a community-based medication clinic (referred to as the Wraparound Wellness Clinic) to serve youth and young adults enrolled in Children's Mental Health Services and Wraparound Milwaukee as well as youth and young adults in the community-at-large. The Clinic will transition from BHD to a centralized community location (26th & North Avenue).

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

This Clinic will continue to provide medication management services to youth enrolled in Children's Mental Health Services and Wraparound Milwaukee. In the first 2 years of operations, the Clinic will become available for access to the community at-large.

**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

Specifically, the Clinic will focus on 2A and 2B to bridge the gap in services and provide services to the community at-large. In addition, the Clinic be another source for the County to receive additional revenue from being placed in the Community under a DHS 35 and accept different Medicaid and Medicare sources (3B).

**Desired Timeline:****Begin Date:**

3/19/21

**End Date:**

12/31/21

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

**Operating Budget:** TBD

**Capital Budget:** TBD

**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 #:

2021-005

**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 checked="" 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*

## SHAFI PLAZA LEASE

This LEASE, made and entered into at Milwaukee, Wisconsin, as of this \_\_\_\_\_ day of December 2021, by and between Shafi Enterprises, LLC, a Wisconsin Limited Liability Company, hereinafter referred to as "Lessor," and Milwaukee County Department of Health Services Behavioral Health Division WITNESSETH:

1. **Premises:** Lessor, in consideration of the rent to be paid and the covenants to be performed by Lessee, does hereby demise and lease unto Lessee, those certain Premises at Shafi Plaza with the street address of 1919 West North Avenue, Suites 200 in the City of Milwaukee, County of Milwaukee, Wisconsin, which space is approximately 5,894 square feet, and is hereafter referred to as the "Premises." The Premises are more particularly shown on the plan attached hereto as Exhibit "A", made a part hereof.

### 2. Effective Date, Term, and Security Deposit:

(a) Effective Date of Lease: Lessee's Entitlement to Possession: The Lease shall be effective on the date of final signature and expire as provided in Paragraph 2(c). Lessee shall be entitled to possession of Premises for the purposes of Lessee's business operations on the date of commencement as listed in Paragraph 2(c) below. The term of this Lease and Lessee's responsibility to pay rent shall commence as provided in Paragraph 2(c). Lessee shall not be required to pay rent before the commencement date of the lease, but shall at all times thereafter observe and comply with all financial and non-monetary provisions and covenants contained herein. Lessee's failure to take occupancy shall forfeit to the Lessor the initial Deposit specified in sub (d) below.

(b) Term of Years: The term of this Lease shall be Five (5) years.

(c) Commencement of Term and Agreement to Pay Rent: This lease shall commence March \_\_\_\_\_ 2022 and expire on February \_\_\_\_\_ 2027.

(d) Renewal Option: Lessee has the option to renew the lease a total of 2 renewal period(s) which may be exercised by giving written notice to the Lessor no less than 90 days prior to the expiration of the lease or a renewal period.

### 3. Rent:

(a) Rental Payments: The rent of \$6,876.00 shall be paid monthly on the first day of each month.

(b) Prepayment Rent: Lessee shall pay 3 months of rent (Rent of \$6876.00 = \$20,628.00) at the time of occupancy. Thereafter the Rent will not be due for 3 months.

(c) Utility Expenses: Lessee shall be responsible for all utilities servicing its unit except sewer and water.

(d) Tenant Improvements: Tenant improvements of Approximately \$77,504.50 will be paid to lessor on day of occupancy. ~~Tenant improvements must include one public bathroom to be ADA Compliant.~~ Tenant improvements as detailed in the LOI signed on 12/10/2021, Which includes interior improvements as detailed in the attached scope of work from Legacy Remodeling LLC Lessee will provide floor replacement materials including base. Exterior improvements detailed in the attached proposal from Elect-Tech Inc, \$3,000 estimated WE-Energies hook up charge and a proration for the main parking lot to be resealed and restriped. Steve Sharpe's fee for preparing the final documents and going through the permit and occupancy permit is \$2,500.00 will be added. Lessor will have one public bathroom to be ADA Compliant and second-floor walls and ceilings painted one color at lessor's expense.

(e) Additional Payments: CAM charges are included in the above rental amount. CAP charges are also included in the above rental amount and includes common area maintenance and repairs, common areas liability insurance, pest control in common areas, elevator use, snow plowing, landscaping, exterior lighting, electric bills for remote lot, waste management, water and property management fees.

(f) Escalator: Least rate shall increase by 2% every three years. This will extend into the renewal options if exercised.

(g) Direct Deposit: All rental and additional rental payments are to be made by the Lessee by way of direct deposit to the Lessor's bank account, with the bank identification and account number to be provided to the Lessee upon lease signing.

**4. Common Area Use**: Lessor covenants and agrees that during the term of this lease, Lessee and its officers, agents, employees, licensees, customers, visitors, and guests shall be entitled to then on exclusive use of all common areas within the site in common with Lessor and all others to whom Lessor may grant rights to use the same; provided, however, that such use by Lessee shall be subject to such reasonable rules and regulations as to health, safety, security and good business order as Lessor may from time to time adopt governing the same, and provided further that Lessor shall at all times have full control and management of said common areas, including the right at any time to reasonably altering the size, shape, and location thereof.

(a) Parking: The 1919 W. North Avenue lot will be available to all tenants on a first come first serve basis. The Remote lot will be assigned to Lessee's employees Lessor will maintain access to one car space.

(b) Parking restrictions: Lessor shall have the right to establish parking regulations and restrictions for any part or all of the parking area to properly regulate parking. Lessor shall have the right to denominate the area or areas within the parking areas for the parking of the vehicles of Lessee and Lessee's employees. Lessor is not responsible for damage or theft of vehicles or property stored in vehicles.

5. **Utilities:** Lessee shall be responsible for all utilities servicing its unit and separately metered as well as two rooftop AC units metered with Common Areas but on a slit meter.

**6. Use of Premises:**

(a) Lessee's Use of Premises: Lessee shall use Premises for Children's Behavioral Health Services and for no other business or purpose. Lessee shall use and occupy Premises safely and properly, keeping Premises and the contiguous common areas in a clean and safe condition in accordance with applicable law, and in accordance with reasonable regulations adopted from time to time by Lessor. Lessee shall not permit solicitations, demonstrations, or other activity inconsistent with reasonable standards of good business operations. No auctions, liquidations, going-out-of-business, fire, or bankruptcy sales may be conducted in or from Premises without the prior written consent of Lessor.

(b) Lessee's Janitorial: The Lessee shall provide its own janitorial service for its leased area. And the inside of the Elevator.

(c) Occupancy Permit: The Lessee shall obtain at its expense, and before occupancy, any business occupancy permit required by the ordinances of the City of Milwaukee.

(d) Hazardous Activities: Lessee agrees it will not do or suffer to be done, anything in, upon, or about Premises which will adversely affect any of Lessor's policies ensuring any part of the site against loss or damage by fire or other hazards, or which will prevent Lessor from procuring such policies in companies acceptable to Lessor. Any activities by Lessee in, upon, or about Premises that cause the rate of any such insurance to be increased beyond the rate applicable when Premises are used for the purposes permitted under this Lease will be the Lessee's responsibility and shall be obligated to pay the amount of such increase or increases upon demand by Lessor.

(e) Alterations and Exterior Decorating: Lessee shall not make alterations in the Premises, or paint or decorate any part of the exterior of Premises, without first obtaining Lessor's written approval.

(f) Adjacent Common Areas: Lessee shall not obstruct sidewalks and other common areas contiguous to Premises.

(g) Signs: The Lessee shall be entitled to install and place business signage both on the exterior of the building at its own expense (one exterior sign over the Monroe Street face of building) and interior per the overall approved signage plan as approved by the Lessor and City of Milwaukee, with the Lessee to bear the costs of such signage.

(h) Waste: During the term of the lease, Lessee shall permit no waste, damage, or injury to the Leased Premises, and Lessee shall initiate and carry out a program of regular maintenance of the Leased Premises to impede to a reasonable extent, deterioration by ordinary wear and tear.

(i) Lessee's Taxes: Lessee agrees to pay, when due, all taxes assessed against Lessee's property on Premises. Lessee shall permit no lien to attach to Premises as a result of any taxes payable by Lessee. Lessee shall pay for all license fees, occupational taxes, and other governmental taxes assessed because of Lessee's use or occupancy of Premises. Lessee also covenants and agrees to pay, when due, all taxes arising out of the operation of Lessee's business.

**7. Assignment and Subletting:** The Lessee shall not assign or sublet this Lease without the Lessor's prior written consent.

**8. Insurance and Indemnification:** Lessor shall carry and pay the premiums for building casualty and liability insurance on the building in which the Leased Premises are situated for fire, extended coverage, vandalism, and rental interruption and liability. Lessee agrees to pay to Lessor that proportion of the insurance premiums paid by Lessor which the total number of square feet of floor area in Premises bears to the total number of square feet of gross leasable space within the building in which Premises are situated. The Lessee shall pay to the Lessor its correct proportionate share of said insurance premiums within twenty (20) days after demand therefor by Lessor. Lessee agrees to indemnify and save Lessor harmless against and from all claims, damages, costs, and expenses, including reasonable attorney's fees, arising from the conduct or management of the business conducted by Lessee on Premises. If Lessor shall, without any fault on its part, be made a party to any litigation commenced by or against Lessee, Lessee shall save Lessor harmless and pay all costs, expenses, and reasonable attorney's fees incurred or paid by Lessor in connection with such litigation, provided tender and/or notice of such litigation shall be timely furnished to Lessee. Lessee agrees to carry at its own expense throughout the term of this Lease, public liability insurance covering Premises and Lessee's use thereof, together with such endorsements as shall be required to ensure Lessee's obligations outlined in this paragraph. Such insurance shall be placed with such companies and be in a form which is satisfactory to Lessor, with minimums of at least \$500,000 on account of bodily injuries to or death of one person and \$1,000,000 on account of bodily injuries to or death of more than one person, and \$100,000 coverage for property damage, as a result of any occurrence or accident. Lessee shall furnish to Lessor, as may be requested from time to time, a certificate of said insurance. All of said policies and certificates issued thereunder shall name Lessor and Lessee as insured and shall specify that the insurer agrees to notify Lessor not less than ten days in advance of any modification or cancellation thereof.

Lessor shall not be liable for any damage done or occasioned by or from the heating and air conditioning system, plumbing or sewer system or electrical system, nor for damage occasioned by water, snow or ice being upon or coming through the roof, walls, windows, doors, or otherwise, in, upon or about Premises, or the building of which Premises is a part, nor shall Lessor be liable for any damage arising from acts of negligence of co-tenants or other occupants of the site. Lessor will indemnify and hold Lessee harmless from any liability arising from fire loss or damage to Premises and any other real or personal property of Lessor, notwithstanding the negligence of Lessee, its employees, agents, customers, invitees, or visitors, and Lessee will indemnify and hold Lessor harmless from any liability arising from fire loss or damage to the property of Lessee on Premises notwithstanding the negligence of Lessor, its employees, agents, customers, invitees or visitors. Lessor shall carry public liability insurance on the common areas with minimums of at least \$500,000 on account of bodily injury or death of one person and \$1,000,000 on account of bodily injuries or death of more than one, and \$100,000 for property damage, as a result of any occurrence or accident.

**9. Repairs:** Lessee shall maintain, replace, and keep in good repair Premises at its own expense and shall, upon the expiration of the initial term of this lease or any extension thereof, deliver up



Premises in as good condition and repair as received, reasonable wear and tear excepted, it being understood that the obligation of the Lessee to perform repairs to the interior portion of Premises shall include, but not be limited to, the maintenance and repair of all plumbing fixtures such as plugged or leaking toilets or faucets, electrical fixtures, interior water and gas lines, heating and air conditioning systems and replacement of all glass which may become broken or cracked during the demised term. Lessor shall perform only such repairs as may be required to maintain, replace and keep in good repair the structural portions of Premises and common areas.

**10. Damage and Destruction:** In the event, Premises are damaged by fire, explosion, or any other casualty or occurrence to the extent which is less than twenty-five percent (25%) of the cost of replacement of Premises, Lessor shall, at Lessor's expense, promptly repair Premises, provided that Lessor shall not be obligated to expend for such repairs an amount in excess of the insurance proceeds recovered or recoverable as a result of such damage and that in no event shall Lessor be required to repair or replace Lessee's stock-in-trade, trade fixtures, furniture, furnishings, floor coverings, signs, and any other equipment installed by Lessee, or any other improvements which Lessee was obligated to construct or provide pursuant to **Exhibit B** hereof. In the event of such damage and (a), Lessor is not required to repair as hereinabove provided or (b) Premises are damaged to the extent of twenty-five percent (25%) or more of the cost of replacement of Premises, or (c) the building of which Premises are a part is damaged to the extent of fifty percent (50%) or more of the cost of replacement, or (d) such damage occurs during the last \_\_\_\_\_ years of the term of this Lease, Lessor may elect either to repair or rebuild Premises or the building of which Premises are a part, as the case may be or to terminate this lease upon giving notice of such election in writing to Lessee within ninety (90) days after the happening of the event causing the damage. If the rebuilding shall render Premises untenantable, in whole or in part, a proportionate abatement of fixed rent shall be allowed from the date when the damage occurred until the date Lessor completes repairs or rebuilding, said proportion to be computed based on the relation which the gross square foot floor area of the space rendered untenantable bears to the gross square foot area of Premises. If Lessor is required or elects to repair Premises as herein provided, Lessee is obligated to construct or provide pursuant to Exhibit B hereof, in a manner and to at least a condition equal to that prior to its damage or destruction, and the proceeds of all insurance carried by Lessee for such purpose shall be held in trust by Lessee for such repair and replacement.

**11. Eminent Domain:** In the event Premises, or more than one-third (1/3) thereof, shall be condemned or taken by eminent domain by any public authority instead of such condemnation of Premises, this Lease shall terminate and Lessee shall surrender the possession of Premises. In the event less than one-third (1/3) of Premises is taken by eminent domain, the lease shall continue unabated, but the rental provided herein shall be reduced in proportion as the area taken bears to the entire area of Premises. Lessee shall have no interest in any award resulting from such condemnation except for such items in the award which may have been installed and paid for by Lessee.

**12. Defaults:** It is mutually agreed that if Lessee shall default in the payment of rentals when due, Lessor shall forward written notice of such default by certified mail, addressed to Lessee as hereinafter set forth, and failure on the part of Lessee to cure such default within ten (10) days

after the date of mailing of said notice shall, at the option of Lessor, work a forfeiture of this lease. If Lessee continues the default of any rental payment due after notice, Lessee shall not be released of any liability for rent hereunder because of Lessor's repossession of Premises or by Lessor's taking any other legal proceedings available to it upon such default. Nor shall a forfeiture of this lease release Lessee from continuing liability for payment of rent as herein provided. It is mutually agreed that in the event Lessee shall default in any of the terms and provisions of this lease other than payment of rent, Lessor shall be required to forward written notice of such default by certified mail, addressed to Lessee as hereinafter set forth, and Lessee agrees that if it is in default as outlined in such notice, it will cure such default within twenty (20) days after the date of mailing of such notice (or in the event, such default is of such a character as to require more than twenty (20) days to cure, Lessee will use due diligence to cure

such default). If Lessee shall fail to cure such default as herein set forth, Lessor may cure such default and the costs and expense thereof shall be deemed to be additional rent to be paid by Lessee on the next day when monthly rental shall become due and collectible. Any amounts due Lessor not paid when due shall bear interest thereafter at the rate of twelve percent (12%) per annum. If, however, after due notice to Lessee of a default and an opportunity to cure the same, Lessee shall refuse to cure or make good any such default, Lessor may, at its option, terminate this lease.

**13. Abandonment:** If Lessee shall abandon or vacate Premises before the end of the term of this lease, or shall suffer any installments of rent or other payment to be in arrears, Lessor, after notice as herein provided, may enter Premises and remove any signs of said Lessee therefrom, and relet the same as Lessor may see fit, without thereby voiding or terminating this lease.

If a sufficient sum shall not be realized from such reletting after payment of the expenses of such reletting, to equal monthly rentals stipulated to be paid by Lessee under the provisions of this lease, then Lessee agrees to pay said deficiency during each month during the entire term, on-demand, it is expressly agreed that no surrender of Premises and no action taken on the part of Lessor to repossess itself as of its former estate, shall release or relieve Lessee of its continued liability for payment of rent unless such release is evidenced by written consent to Lessee from Lessor.

**14. Legal Proceedings:** In case a substantially successful suit shall be brought by the Lessor for recovery of Premises, or the recovery of any rent due under the provisions of this Lease, or because of the breach of any other covenant herein contained, on the part of Lessee to be kept or performed, Lessee shall pay to Lessor reasonable attorney's fees.

**15. Cumulative Remedies:** It is understood and agreed that the remedies herein given to Lessor shall be cumulative, and the exercise of any one remedy by Lessor shall not be to the exclusion of any other remedy.

**16. Waiver:** The waiver by Lessor of any breach of any term, covenant, or condition herein contained shall not be deemed to be a waiver of any subsequent breach of the same or any other term, covenant, or condition herein contained. The subsequent acceptance of rent hereunder by Lessor shall not be deemed to be a waiver of any preceding breach by Lessee of any term, covenant, or condition of this lease, other than the failure of Lessee to pay the particular rental so accepted, regardless of Lessor's knowledge of such preceding breach at the time of acceptance of such rent.

**17. Inspection:** Lessee shall permit Lessor and its agents to enter into and upon Premises at all reasonable times for the purpose of inspection the same, or for the purpose of maintaining the building in which Premises are situated, or for the purpose of making repairs, alterations or additions to any other portion of said building, including the erection of scaffolding, props, or other mechanical devices, or for the purpose of posting notices of non-liability for alterations, additions, or repairs, or for the purpose of placing upon the property in which Premises are located any usual or ordinary "for sale" signs, without any rebate of rent to Lessee or damages for any loss of occupation or quiet enjoyment of Premises thereby occasioned; and shall permit Lessor, at any time within ninety (90) days prior to the expiration of this lease, to place upon the windows and doors of Premises any usual or ordinary "to let" or "Lease" signs. Lessor and its agents may during said last-mentioned period, at reasonable hours, enter upon Premises and exhibit the same to prospective tenants.

**18. Holding Over:** If Lessee shall continue to occupy Premises after the expiration of the demised term of any extension thereof, such holding over shall be deemed to constitute a tenancy from month to month, upon the same terms and conditions as herein provided, and in no event shall the tenancy be deemed to be one from year to year.

**19. Notices:** Whenever in this lease it shall be required or permitted that notice to be given by either party hereto to the other, such notice shall be forwarded by certified mail addressed as follows:

The Lessor: Shafi Enterprises LLC 9167 N Green Brook Rd River Hills WI 53217.

To the Lessee: \_\_\_\_\_

or at such other address specified in writing by either party.

It is further agreed that the parties will promptly submit a copy of any notice received by such party from any third person affecting the rights of either party under this lease.

**20. Subordination:** At Lessor's option, this Lease shall be and is subordinated to any existing liens or mortgages covering Premises, any extension or renewal thereof, or to any new liens or mortgages which may be placed thereon from time to time; provided, however, anything to the contrary contained herein notwithstanding, every such lien or mortgage shall recognize the validity of this lease in the event of a foreclosure of the Lessor's interest as long as Lessee shall not be in default under any of the terms of this lease. Lessee shall execute whatever instruments may be required to affect such subordination. Lessee hereby and appoints Lessor the Lessee's Attorney-in-Fact to execute any instrument(s) required under this paragraph for and on behalf of Lessee.

**22. Lessor's Warranty:** Lessor hereby warrants and covenants that it has good and marketable title to Premises herein demised and has full authority to execute this lease, and further agrees that Lessee, on paying rent and performing the covenants and conditions of this lease, may have and shall quietly have, hold and enjoy Premises during the term thereof.

23. County Rights of Access And Audit

The Contractor, Lessee, or other party to the contract, its officers, directors, agents, partners and employees shall allow the County Audit Services Division and department contract administrators (collectively referred to as Designated Personnel) and any other party the Designated Personnel may name, with or without notice, to audit, examine and make copies of any and all records of the Contractor, Lessee, or other party to the contract, related to the terms and performance of the Contract for a period of up to three years following the date of last payment, the end date of this contract, or activity under this contract, whichever is later. Any subcontractors or other parties performing work on this Contract will be bound by the same terms and responsibilities as the Contractor. All subcontracts or other agreements for work performed on this Contract will include written notice that the subcontractors or other parties understand and will comply with the terms and responsibilities. The Contractor, Lessee, or other party to the contract, and any subcontractors understand and will abide by the requirements of Section 34.09 (Audit) and Section 34.095 (Investigations Concerning Fraud, Waste, and Abuse) of the Milwaukee County Code of General Ordinances.

**234. Entire Agreement:** This Lease and the exhibits attached hereto forming a part hereof sets forth all the covenants, promises, agreements, conditions, and understandings between Lessor and Lessee concerning Premises and there are not any covenants, promises, agreements, conditions, or understandings, either oral or written, between them other than as are herein set forth. Except as herein otherwise provided, no subsequent alteration, amendment, change, or addition to this lease shall be binding upon Lessor or Lessee unless reduced to writing and signed by them. Lessee agrees that Lessor and its agents have made no representations or promises with respect to Premises or the building or site of which the same is a part except as herein expressly set forth.

**245. Parties Bound:** It is mutually understood and agreed that the provisions of this instrument shall inure to the benefit of and be binding upon the parties hereto, their respective heirs, personal representatives, successors and assigns.

[INTENTIONALLY LEFT BLANK]

IN WITNESS WHEREOF, THE Lessor and Lessee execute this lease agreement.

**Lessor:** Shafi Enterprises, LLC A Wisconsin Limited Liability Company By:

\_\_\_\_\_  
Mohammad Shafi, M.D.

Member with Authority

Dated: \_\_\_\_\_

**Lessee:**

\_\_\_\_\_  
MILWAUKEE COUNTY, LESSEE

BY: \_\_\_\_\_ Date: \_\_\_\_\_

David Crowley

County Executive

BY: \_\_\_\_\_ Date: \_\_\_\_\_

Aaron Hertzberg

Director, Department of Administrative Services

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Approved with regard to County Ordinance Chapter 42:

By: \_\_\_\_\_ Date: \_\_\_\_\_

Community Business Development Partners

Reviewed by: \_\_\_\_\_ Approved for execution: \_\_\_\_\_

By: \_\_\_\_\_ Date: \_\_\_\_\_ By: \_\_\_\_\_ Date: \_\_\_\_\_

Risk Management \_\_\_\_\_ Corporation Counsel

\_\_\_\_\_

Approved as to funds available per Wisconsin Statutes Sec. 59.255(2)(e): \_\_\_\_\_

\_\_\_\_\_

By: \_\_\_\_\_ Date: \_\_\_\_\_

Comptroller

Approved:

By: \_\_\_\_\_ Date: \_\_\_\_\_

County Executive

Approved as compliant under sec. 59.42(2)(b)5, Stats.:

By: \_\_\_\_\_ Date: \_\_\_\_\_

Corporation Counsel

~~Milwaukee County Department of Health Services Behavioral Health Division~~

~~\_\_\_\_\_~~

~~Authorized Representative~~

~~Dated: \_\_\_\_\_~~

## Nilles, Peter

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**From:** Anderson, Tina  
**Sent:** Monday, January 10, 2022 8:13 AM  
**To:** Nilles, Peter  
**Subject:** FW: Hold: Shafi Plaza Accessibility Review

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**From:** Bonk, Michael <Michael.Bonk@milwaukeecountywi.gov>  
**Sent:** Thursday, December 2, 2021 4:01 PM  
**To:** Ciske-Schmidt, Heidi <Heidi.Ciske-Schmidt@milwaukeecountywi.gov>; Anderson, Tina <Tina.Anderson@milwaukeecountywi.gov>  
**Cc:** David Marek <davemarek@realtyexecutives.com>; dmarek9@gmail.com; Banovez, Lynn <Lynn.Banovez@milwaukeecountywi.gov>; Banach, William <William.Banach@milwaukeecountywi.gov>  
**Subject:** Re: Hold: Shafi Plaza Accessibility Review

Tina & Heidi,

I just wanted to follow up after our Accessibility Review on Monday, November 29th, and provide a list of deficits that would need to be fixed to make the area ADA Compliant.

The biggest concern in this facility is the bathrooms. All bathrooms are non-compliant with the ADA.

There are a variety of issues within these bathrooms. For example, improper knee clearance under the sinks, missing insulation under the sinks, missing grab bars, improper towel dispenser height and improper mirrors heights. In addition, one of the bathrooms uses a doorknob instead of a door handle. Also, some signage ([Section 703 Signs](#)) throughout the facility is not on the latch side of the door, in braille, at the proper height. Here's a small sample of some of the deficits. It may make the most sense to knock the wall down between the two bathrooms and make one larger ADA Compliant bathroom. The other two bathrooms will need to be addressed separately.



Please see section 603 Toilet and Bathing Rooms

<https://www.ada.gov/regs2010/2010ADAStandards/2010ADAstandards.htm#Toilet>

The Second Area of Concern is the employee Kitchen area. There are a variety of issues within the Kitchen as well. For example there is no knee clearance underneath the sinks. In addition, the towel dispenser does not meet the reach range ([Reach Ranges Section 308](#)) requirements.





Please see section 804 for Kitchens and Kitchenettes

<https://www.ada.gov/regs2010/2010ADAStandards/2010ADAstandards.htm#marker-1008759>

I would recommend reaching out to a licensed architect to design these areas to be ADA Compliant. I would not recommend signing the lease to the space until the ADA issues are addressed as this space is meant to serve the public.

Sincerely,

## 2010 ADA Standards for Accessible Design

Introduction . The Department of Justice published revised regulations for Titles II and III of the Americans with Disabilities Act of 1990 "ADA" in the Federal Register on September 15, 2010. These regulations adopted revised, enforceable accessibility standards called the 2010 ADA Standards for Accessible Design "2010 Standards" or "Standards".

[www.ada.gov](http://www.ada.gov)



Mike Bonk | Director

Milwaukee County Office for Persons with Disabilities

901 N. 9th St, Room 307 B | Milwaukee, WI 53233

(414) 278-3930 | Cell: 414-651-8109 | [county.milwaukee.gov](http://county.milwaukee.gov)

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

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**From:** Ciske-Schmidt, Heidi <[Heidi.Ciske-Schmidt@milwaukeecountywi.gov](mailto:Heidi.Ciske-Schmidt@milwaukeecountywi.gov)>

**Sent:** Sunday, November 28, 2021 9:31 PM

**To:** Bonk, Michael <[Michael.Bonk@milwaukeecountywi.gov](mailto:Michael.Bonk@milwaukeecountywi.gov)>; Anderson, Tina <[Tina.Anderson@milwaukeecountywi.gov](mailto:Tina.Anderson@milwaukeecountywi.gov)>

**Cc:** David Marek <[davemarek@realtyexecutives.com](mailto:davemarek@realtyexecutives.com)>; [dmarek9@gmail.com](mailto:dmarek9@gmail.com) <[dmarek9@gmail.com](mailto:dmarek9@gmail.com)>; Banovez, Lynn <[Lynn.Banovez@milwaukeecountywi.gov](mailto:Lynn.Banovez@milwaukeecountywi.gov)>

**Subject:** Hold: Shafi Plaza Accessibility Review

**When:** Monday, November 29, 2021 9:00 AM-10:30 AM.

**Where:** 1919 W North Ave (1919 W North Ave, Milwaukee, Wisconsin 53205, United States)

BHD Children's Wellness Clinic

Future Site: 1919 W. North Avenue located in the Shafi Plaza (2nd floor of Hayat Pharmacy)

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## Microsoft Teams meeting

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