



CONSOLIDATED FACILITIES PLANNING WORK INITIATION REQUEST FORM

Work Proposal Name:

Date of Request:

Requesting Department:

Department Contact Name:

Please complete a form for each new proposal review request.

☐ Planning Request ☐ A&E Request ☐ Environmental Request ☐ Condition Assessment Request

TYPE OF REQUEST (Refer to AMOP 14.01 CFPSC charter for more details)

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

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?

(continued on back side)



CONSOLIDATED FACILITIES PLANNING WORK INITIATION REQUEST FORM

DESCRIPTION *(continued)*

Anticipated Request Timeline:

Start:

Duration:

Have you contacted the Director
of Administrative Services about this request?

☐ Yes

☐ No

Estimated Total Lifecycle Cost of This Project:

Anticipated Funding Source *(select all that apply)*:

☐ Operating Budget

☐ Capital Budget

☐ Other *(please describe below)*:

Attach additional documentation (e.g. Form 10.02(b) Lease Request Form) as necessary.

RECOMMENDATION FOR APPROVAL

FOR CFPSC USE ONLY

Date Reviewed:

CFPSC Project Tracking #:

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 FOR APPROVAL

The Consolidated Facilities Planning Steering Committee reviewed this proposal on . As evidenced by the authorized signature below, the Consolidated Facilities Planning Steering Committee (recommends) (does not recommend) approval of this proposal.

Chair or Vice-Chair:

Date:

Consolidated Facilities Planning Steering Committee



October 2018 Board Cycle

Milwaukee County Parks

9480 Watertown Plank Rd.
Wauwatosa, WI 53226
(414) 257-PARK

Date: September 17, 2018

To: Theodore Lipscomb, Sr., Chairman, County Board of Supervisors

From: Guy Smith, CPRP, Parks Director

Subject: **Request for WE Energies gas easements on Milwaukee County Parkland at 35th and Kinnickinnic Parkway (ACTION)**

Policy

Parks requests authorization to execute a permanent WE Energies easement to allow for the construction, operation and maintenance of natural gas utilities across parkland.

Background

WE Energies has requested a natural gas utility easement within Kinnickinnic Parkway, just east of 35th Street due to the future reconstruction of the 35th Street bridge.

Parks utilizes natural gas service provided by WE Energies for its buildings and other park facilities. When new services are installed, WE Energies requests that the County provide a permanent easement to ensure that it has the needed access to install, operate, and maintain their infrastructure within the park.

The easement requested serves WE customers in the immediate area, including 2 lines on the east side of Jackson Park that serve Parks facilities. Using comparable land values WE is offering \$1,026 for the proposed easement rights. All installation work will be underground.

New services are installed by WE Energies and their contractors, and permission for installation work is granted through the Parks Right-of-Entry permit process. Granting the permanent easements is necessary for the long-term operation of the utility on Parks property, and requires authorization from the Milwaukee County Board of Supervisors and the County Executive.

Recommendation



MilwaukeeCountyParks

countyparks.com



MILWAUKEE COUNTY
PARKS

Authorize Parks to prepare, review, approve, execute, record and/or implement the required documents or perform actions required to grant permanent natural gas easement to WE Energies for the construction, operation and maintenance of the gas service in Kinnickinnic Parkway. It is further recommended that that the County Executive and County Clerk be authorized to execute any required documents.

Prepared By: Sarah Toomsen, Interim Chief of Planning and Development

Approved By: Guy Smith, Interim Parks Director

Attachments:

- Attachment 1 – Fiscal Note
- Attachment 2 – Resolution
- Attachment 3 – Easement
- Attachment 4 – Easement Offer
- Attachment 5 – Aerial exhibit

Copy:

- Chris Abele, County Executive
- Raisa Koltun, Chief of Staff, County Executive's Office
- Jason Haas, Parks, Energy & Environment Chair, Supervisor District 14
- Kelly Bablitch, Chief of Staff, County Board of Supervisors
- Kelsey Evans, Committee Coordinator, Office of the County Clerk
- Emily Peterson, Research & Policy Analyst, Office of the Comptroller
- Jeremy Lucas, Fiscal Mgt. Analyst, Admin & Fiscal Affairs/DAS
- Kurt VanDulm, WE Energies



MilwaukeeCountyParks

countyparks.com



MILWAUKEE COUNTY
PARKS

MILWAUKEE COUNTY FISCAL NOTE FORM

DATE: September 17, 2018

Original Fiscal Note ☒

Substitute Fiscal Note ☐

SUBJECT: Authorization of WE Energies permanent easement to allow for the construction, operation and maintenance of natural gas utilities on parkland.

FISCAL EFFECT:

- | | |
|--------------------------------------------------------------------------------------------------------|--------------------------------------------------------|
| <input type="checkbox"/> No Direct County Fiscal Impact | <input type="checkbox"/> Increase Capital Expenditures |
| <input type="checkbox"/> Existing Staff Time Required | <input type="checkbox"/> Decrease Capital Expenditures |
| <input type="checkbox"/> Increase Operating Expenditures
(If checked, check one of two boxes below) | <input type="checkbox"/> Increase Capital Revenues |
| <input type="checkbox"/> Absorbed Within Agency's Budget | <input type="checkbox"/> Decrease Capital Revenues |
| <input type="checkbox"/> Not Absorbed Within Agency's Budget | |
| <input type="checkbox"/> Decrease Operating Expenditures | <input type="checkbox"/> Use of contingent funds |
| <input checked="" type="checkbox"/> Increase Operating Revenues | |
| <input type="checkbox"/> Decrease Operating Revenues | |

Indicate below the dollar change from budget for any submission that is projected to result in increased/decreased expenditures or revenues in the current year.

	Expenditure or Revenue Category	Current Year	Subsequent Year
Operating Budget	Expenditure	0	0
	Revenue	\$1,026	0
	Net Cost	0	0
Capital Improvement Budget	Expenditure	0	0
	Revenue	0	0
	Net Cost	0	0

DESCRIPTION OF FISCAL EFFECT

In the space below, you must provide the following information. Attach additional pages if necessary.

- A. Briefly describe the nature of the action that is being requested or proposed, and the new or changed conditions that would occur if the request or proposal were adopted.
 - B. State the direct costs, savings or anticipated revenues associated with the requested or proposed action in the current budget year and how those were calculated. ¹ If annualized or subsequent year fiscal impacts are substantially different from current year impacts, then those shall be stated as well. In addition, cite any one-time costs associated with the action, the source of any new or additional revenues (e.g. State, Federal, user fee or private donation), the use of contingent funds, and/or the use of budgeted appropriations due to surpluses or change in purpose required to fund the requested action.
 - C. Discuss the budgetary impacts associated with the proposed action in the current year. A statement that sufficient funds are budgeted should be justified with information regarding the amount of budgeted appropriations in the relevant account and whether that amount is sufficient to offset the cost of the requested action. If relevant, discussion of budgetary impacts in subsequent years also shall be discussed. Subsequent year fiscal impacts shall be noted for the entire period in which the requested or proposed action would be implemented when it is reasonable to do so (i.e. a five-year lease agreement shall specify the costs/savings for each of the five years in question). Otherwise, impacts associated with the existing and subsequent budget years should be cited.
 - D. Describe any assumptions or interpretations that were utilized to provide the information on this form.
-
- A. Authorization of WE Energies, permanent easements to allow for the construction, operation and maintenance of natural gas utilities on parkland.
 - B. None
 - C. None
 - D. None

Department/Prepared By Sarah Toomsen, Parks

Authorized Signature _____

Did DAS-Fiscal Staff Review? ☐ Yes ☒ No

Did CBDP Review?² ☐ Yes ☐ No ☒ Not Required

¹ If it is assumed that there is no fiscal impact associated with the requested action, then an explanatory statement that justifies that conclusion shall be provided. If precise impacts cannot be calculated, then an estimate or range should be provided.

(ITEM NO.) From the Director of Parks, seeking authorization to grant WE Energies a Permanent Easement within the Kinnickinnic Parkway, by recommending adoption of the following:

A RESOLUTION

WHEREAS, Parks utilizes natural gas services provided by WE Energies for buildings and park facilities; and

WHEREAS, WE Energies also requests to conduct projects to extend service or improve reliability for other customers; and

WHEREAS, WE Energies requires permanent easements from the County for this infrastructure; and

WHEREAS, WE Energies has requested that Milwaukee County grant a permanent easement to allow for the construction, operation, and maintenance of the new natural gas facilities; and

WHEREAS, all cabling and piping located on County parkland will be installed underground; and

WHEREAS, the Parks Director recommends that WE Energies be granted a permanent easement for the construction, operation and maintenance of underground natural gas service and related improvements at Kinnickinnic Parkway; and

WHEREAS, the Parks Director has recommended that the authority to prepare, review, approve, execute and record all documents as required to execute the requested easement be granted to the Department of Parks, Recreation and Culture, the Department of Administrative Services, Corporation Counsel, Risk Management, County Clerk, Register of Deeds, and the County Executive; now, therefore,

BE IT RESOLVED, that the Milwaukee County Board of Supervisors hereby authorizes the Parks Director, the Department of Administrative Services, the Register of Deeds, Corporation Counsel and Risk Management to prepare, review, approve, execute and record all documents, and take all actions as required to grant WE Energies the required permanent easement for the construction, operation and maintenance of the attached natural gas services and related improvements at Kinnickinnic Parkway; and,

BE IT FURTHER RESOLVED, that the County Executive and County Clerk are authorized to execute the easement and other required documents.

**DISTRIBUTION EASEMENT
UNDERGROUND AND OVERHEAD**

WR Number: 3877190

IO Number: 5442

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 ELECTRIC POWER COMPANY, a Wisconsin corporation 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 strips of land, twenty (20) feet in width, being a part of Grantor's land (known as Kinnickinnic River Parkway) in the **Northwest ¼ and Southwest ¼ of Section 12, Township 6 North, Range 21 East**, in the City of Milwaukee, Milwaukee County, State of 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:

511-9999-111

(Parcel Identification Number)

(a) The purpose of this easement is to install, operate, maintain, repair, replace and extend underground utility facilities, conduit and cables, electric pad-mounted transformers, manhole, electric pad-mounted switch-fuse units, electric pad-mounted vacuum fault interrupter, concrete slabs, power pedestals, riser equipment, terminals and markers, together with all necessary and appurtenant equipment under and above ground, and to construct, erect, operate, maintain and replace overhead utility facilities, including a line of poles, together with the necessary conductors, anchors, guy wires, and all other appurtenant equipment above ground, as deemed necessary by Grantee, all to transmit electric energy, signals, television and telecommunication services, including the customary growth and replacement thereof. **Overhead utility facilities, including poles, overhead wires, and guy wires, shall only be located within the easement area denoted as Line "L2" on the attached Exhibit "A".** Trees, bushes, branches and roots may be trimmed or removed so as not to interfere with Grantee's use of the easement area.

(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. **Buildings 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 4 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. **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.
7. **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.
8. **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.
9. **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)

From: Vandulm, Kurt A [mailto:Kurt.Vandulm@we-energies.com]
Sent: Monday, September 10, 2018 9:40 AM
To: Toomsen, Sarah <Sarah.Toomsen@milwaukeecountywi.gov>
Subject: RE: Gas Main Relocation--35th Street Bridge Over Kinnickinnic River

Hi Sarah-

There are two gas services on the east side of Jackson Park that are served by this gas main – 3500 and 3500A W Forest Home Avenue. They appear to be Parks maintenance buildings.

Using assessed land values that we recently used (Burleigh Bridge at Menomonee River Parkway), the easement value computes to **\$1,026**.

Calculated using 50% of the land value times the square footage of the easement area.

- Assessed land value = \$19,394 per acre (\$.45/square foot)
- Easement area = 4,560 square feet (304' x 15')

Please let me know if this is agreeable or if you have any questions.

Thanks,

Kurt

Kurt van Dulm
Lead Right-of-Way Agent
We Energies
office: 414-944-5562
mobile: 414-651-3956
kurt.vandulm@we-energies.com



KINNICKINNIC RIVER--GAS MAIN RELOCATION



188 0 94 188 Feet



1: 1,129

NAD_1927_StatePlane_Wisconsin_South_FIPS_4803
© MCAMLIS

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