



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)

- | | | |
|---|---|---|
| ☐ 1. Property Management | ☐ 2. Move Management | ☐ 3. Property Improvements |
| ☐ 4. New Footprint | ☐ 5. Contractual Obligations | ☐ 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 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: **MMSD 10-Year Conservation Easement for Green Infrastructure Funding in Alice's Garden, Johnsons Park (ACTION)**

Policy

Parks requests authorization to grant a 10-year conservation easement to the Milwaukee Metropolitan Sewerage District (MMSD) for the grant-funded green infrastructure project area in Johnsons Park, specifically Alice's Garden.

Background

The Table, the overarching management group of Alice's Garden, has worked in coordination with the Parks Department to receive \$66,750 in grant funding from MMSD for a green infrastructure project at Alice's Garden. The project includes the installation of a 20,000 gallon cistern that will be used to collect and reuse rainwater at the gardens. The project also includes partnership with the City of Milwaukee, in that a portion of the construction area, and contributing watershed will be the adjacent Brown Street Academy, an MPS school. Additional grant funding has been provided by the Fund for Lake Michigan, the Institute for Sustainable Communities/Walnut Way, and private donations. The total green infrastructure project cost is \$136,400.

The goal of this project is not only to retain and reuse rainwater, but also to use the installation as an educational tool to share the benefit of green infrastructure with students and the neighborhood.

Grant funding provided by MMSD requires that the project area be protected and maintained in a conservation easement to assure the functionality of the green infrastructure for 10-years. As landowner, Milwaukee County Parks is the agency that will grant the easement. Concurrently, an agreement has been executed with The Table to ensure that the maintenance responsibilities of the site and related infrastructure will be managed by Alice's Garden.



MilwaukeeCountyParks

countyparks.com



MILWAUKEE COUNTY
PARKS

Recommendation

Authorize Parks to prepare, review, approve, execute, record and/or implement the required documents or perform actions required to grant a 10-year conservation easement to MMSD for the construction, operation and maintenance of green infrastructure in Johnsons Park. 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, Milwaukee County Parks

Approved By: Guy Smith, CPRP, Parks Director

Attachments:

- Attachment 1 – Fiscal Note
- Attachment 2 – Resolution
- Attachment 3 – Easement
- Attachment 4 – GI Plans

Copy:

- Chris Abele, County Executive
- Raisa Koltun, Chief of Staff, County Executive's Office
- Jason Haas, Parks, Energy & Environment Chair, Supervisor District 14
- Supreme Moore Omokunde, Supervisor District 10
- 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



MilwaukeeCountyParks

countyparks.com



MILWAUKEE COUNTY

PARKS

MILWAUKEE COUNTY FISCAL NOTE FORM

DATE: September 17, 2018

Original Fiscal Note ☒

Substitute Fiscal Note ☐

SUBJECT: Authorization of MMSD 10-year conservation easement to allow for the construction, operation and maintenance of green infrastructure on parkland.

FISCAL EFFECT:

- ☒ No Direct County Fiscal Impact ☐ Increase Capital Expenditures
- ☒ Existing Staff Time Required ☐ Decrease Capital Expenditures
- ☐ Increase Operating Expenditures
(If checked, check one of two boxes below) ☐ Increase Capital Revenues
- ☐ Absorbed Within Agency's Budget ☐ Decrease Capital Revenues
- ☐ Not Absorbed Within Agency's Budget
- ☐ Decrease Operating Expenditures ☐ Use of contingent funds
- ☐ Increase Operating Revenues
- ☐ 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	0	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 MMSD 10-year conservation easement to allow for the construction, operation and maintenance of green infrastructure 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 a 10-year conservation easement to the Milwaukee Metropolitan Sewerage District (MMSD) for the grant-funded green infrastructure project area in Johnsons Park, specifically Alice's Garden, by recommending adoption of the following:

A RESOLUTION

WHEREAS, The Table, the overarching management group of Alice's Garden, has worked in coordination with the Parks Department to receive grant funding from MMSD for a green infrastructure project at Alice's Garden; and

WHEREAS, the project includes the installation of a 20,000 gallon cistern that will be used to collect and reuse rainwater at the gardens; and

WHEREAS, the project also includes partnership with the City of Milwaukee, in that a portion of the construction area, and contributing watershed will be the adjacent Brown Street Academy, an MPS school; and

WHEREAS, the goal of this project is not only to retain and reuse rainwater, but also to use the installation an educational tool to share the benefit of green infrastructure with students and the neighborhood; and

WHEREAS, grant funding provided by MMSD requires that the project area be protected and maintained with a conservation easement to ensure the functionality of the green infrastructure for 10-years; and

WHEREAS, concurrently, an agreement has been executed with The Table to ensure that the maintenance responsibilities of the site and related infrastructure will be managed by Alice's Garden; and

WHEREAS, the Parks Director recommends that MMSD be granted a 10-year conservation easement for the construction, operation and maintenance of green infrastructure in Johnsons Park; 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 10- year conservation 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

47 and record all documents, and take all actions as required to grant MMSD the required
48 10-year conservation easement for the construction, operation and maintenance of the
49 attached green infrastructure in Johnsons Park; and,

50

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

LIMITED TERM CONSERVATION EASEMENT

This LIMITED TERM CONSERVATION EASEMENT FOR GREEN INFRASTRUCTURE is granted on the first day of October 2018 by Milwaukee County (Landowner) to the Milwaukee Metropolitan Sewerage District (Easement Holder).

RECITALS

A. Property. The Landowner is the sole owner of property located in Milwaukee County, Wisconsin, which is described in Exhibit A and depicted on a map shown in Exhibit B (the Property). The Property is at 2001 West Garfield Avenue, Milwaukee, Wisconsin 53205.

This Limited Term Conservation Easement applies only to certain areas of the Property that have conservation value. These areas contain infrastructure designed to capture and hold stormwater in place to reduce the quantity and improve the quality of runoff (Green Infrastructure). Exhibit C shows the area within the property that is subject to this Limited Term Conservation Easement.

B. Conservation Values. In its present state, the Property has conservation value because it has 2,250 square feet of bioswale and a cistern with a capacity of 20,000 gallons. This Green Infrastructure provides a total retention capacity of 36,875 gallons.

C. Baseline Documentation. The condition of the Property and specifically the Green Infrastructure is documented in an inventory of relevant features, characteristics, and Conservation Values (Baseline Report), which is on file at the office of the Easement Holder and incorporated into this Conservation Easement by reference. This Baseline Report consists of reports, maps, photographs, and other documentation that both parties agree provides an accurate representation of the condition of the Property at the time of the conveyance of this Easement and which is intended to serve as an objective, but not exclusive, baseline for monitoring compliance with the terms of this Easement.

Recording Area

Name and Return Address:
Milwaukee Metropolitan
Sewerage District
Attention: Michael Hirsch
260 West Seeboth Street
Milwaukee, Wisconsin 53204

Tax Key Number:
350-0823-121

D. Public Policies. The preservation of the Conservation Values of the Property will serve the public policy set forth in Section 700.40 of the Wisconsin Statutes, which provides for the creation and conveyance of conservation easements to protect the natural, scenic and open space values of real property; assure its availability for agriculture, forestry, recreation or open space uses; protect natural resources; maintain or enhance air and water quality; and preserve archaeological sites.

E. Qualified Organization. The Easement Holder is qualified to hold conservation easements under Section 700.40(1)(b) because it is a governmental body empowered to hold an interest in real property under the laws of the State of Wisconsin.

F. Conservation Intent. The Landowner and Easement Holder share the common purpose of preserving the Conservation Values for a period of ten years. The Landowner intends to place restrictions on the use of the Property to protect those Conservation Values. In addition, the Landowner intends to convey to the Easement Holder and the Easement Holder agrees to accept the right to monitor and enforce these restrictions.

G. Funding Provided by Easement Holder. The Easement Holder has provided funding to the Landowner for the installation of the Green Infrastructure. The Landowner acknowledges the receipt and sufficiency of this funding.

GRANT OF CONSERVATION EASEMENT

In consideration of the facts recited above, the mutual covenants contained in this Easement, the funding provided by the Easement Holder, and the provisions of Section 700.40 of the Wisconsin Statutes, the Landowner voluntarily conveys to the Easement Holder a Conservation Easement (the Easement) for a period of ten years on the Property. This Easement consists of the following terms, rights, and restrictions:

1. Purpose. The purpose of this Easement is to require the Landowner to keep, preserve, and maintain the Green Infrastructure installed on the Property, which is 2,250 square feet of bioswale and a cistern with a capacity of 20,000 gallons. This Green Infrastructure provides a total retention capacity of 36,875 gallons.

2. Effective Dates. This Easement becomes effective on October 1, 2018, and terminates on September 30, 2028.

3. Recording of Easement. The Easement Holder will record this Easement at the Easement Holder's expense.

4. Operation and Maintenance. The Landowner will operate and maintain the Green Infrastructure so that it remains functional for the entire term of this Easement. The Landowner is solely responsible for operation, maintenance, and evaluating performance.

5. Additional Reserved Rights of the Landowner. The Landowner retains all rights associated with ownership of the Property, including the right to use the Property, and invite others to use the Property, in any manner that is not expressly restricted or prohibited by the Easement or inconsistent with the purpose of the Easement. However, the Landowner may not exercise these rights in a manner that would adversely impact the Conservation Values of the Property.

The Landowner expressly reserves the right to sell, give, bequeath, mortgage, lease, or otherwise encumber or convey the Property, subject to the following conditions.

5.1 The encumbrance or conveyance is subject to the terms of this Easement.

5.2 The Landowner incorporates the terms of this Easement by reference in any subsequent deed or other legal instrument by which the Landowner transfers any interest in all or part of the Property.

5.3 The Landowner notifies the Easement Holder of any conveyance in writing within fifteen days after the conveyance and provides the Easement Holder with the name and address of the recipient of the conveyance and a copy of the legal instrument transferring rights.

5.4 Failure of the Landowner to perform any act required in Subparagraphs 5.2 and 5.3 does not impair the validity of this Easement or limit its enforceability in any way.

6. Easement Holders Rights and Remedies. To accomplish the purpose of this Easement, the Landowner expressly conveys to the Easement Holder the following rights and remedies.

6.1 Preserve Conservation Values. The Easement Holder has the right to preserve and protect the Conservation Values of the Property.

6.2 Prevent Inconsistent Uses. The Easement Holder has the right to prevent any activity or use of the Property that is inconsistent with the purpose of this Easement and to require the restoration of areas or features of the Property that are damaged by any inconsistent activity or use, pursuant to the remedies set forth below.

6.3 Enter the Property. The Easement Holder has the right to enter the Property to: inspect it and monitor compliance with the terms of this Easement; obtain evidence for use in seeking judicial or other enforcement of the Easement; and otherwise exercise its rights under the Easement. The Easement Holder will: provide prior notice to the Landowner before entering the Property, comply with all of the Landowner's safety rules, and avoid unreasonable disruption of the Landowner's activities.

7. Remedies for Violations. The Easement Holder has the right to enforce the terms of this Easement and prevent or remedy violations through appropriate legal proceedings.

- 7.1 Notice of Problems. If the Easement Holder identifies problems with the Green Infrastructure, then the Easement Holder will initially attempt to resolve the problems collaboratively. The Easement Holder will notify the Landowner of the problems and request remedial action within a reasonable time.
- 7.2 Notice of Violation and Corrective Action. If the Easement Holder determines that a violation of the terms of this Easement has occurred or is threatened, the Easement Holder will give written notice of the violation or threatened violation and allow at least thirty (30) days to correct the violation. If the Landowner fails to respond, then the Easement Holder may initiate judicial action. The requirement for an initial notice of violation does not apply if, in the discretion of the Easement Holder, immediate judicial action is necessary to prevent or mitigate significant damage to the Property or if good faith efforts to notify the Landowner are unsuccessful.
- 7.3 Remedies. When enforcing this Easement, the Remedies available to the Easement Holder include: temporary or permanent injunctive relief for any violation or threatened violation of the Easement, the right to require restoration of the Green Infrastructure to its condition at the time of the conveyance of this Easement, specific performance or declaratory relief, and recovery of damages resulting from a violation of the Easement or injury to any of the Conservation Values of the Property.
- 7.4 Enforcement Delays. A delay or prior failure of the Easement Holder to discover a violation or initiate enforcement proceedings does not waive or forfeit the right to take any action necessary to assure compliance with the terms of this Easement.
- 7.5 Waiver of Certain Defenses. The Landowner hereby waives any defense of laches, such as failure by the Easement Holder to enforce any term of the Easement, or estoppel, such as a contradictory statement or action on the part of the Easement Holder.
- 7.6 Acts Beyond Landowner's Control. The Easement Holder may not bring any action against the Landowner for any injury or change in the Property resulting from causes beyond Landowner's control, including, but not limited to, natural disasters such as fire, flood, storm, natural earth movement and natural deterioration, or prudent actions taken by the Landowner under emergency conditions to prevent or mitigate damage from these causes, provided that the Landowner notifies the Easement Holder of any occurrence that has adversely impacted or interfered with the purpose of this Easement.

8. General Provisions.

- 8.1 Amendment. The Landowner and Easement Holder may amend this Easement in a written instrument executed by both parties and recorded in the Office of the Register of Deeds for the county in which the Property is located, provided that no amendment shall be allowed if, in the judgment of the Easement Holder, it:

- a. diminishes the Conservation Values of the Property,
- b. is inconsistent with the purpose of the Easement,
- c. affects the duration of the Easement, or
- d. affects the validity of the Easement under Section 700.40 of the Wisconsin Statutes.

8.2 Assignment. The Easement Holder may convey, assign, or transfer its interests in this Easement to a unit of federal, state, or local government or to an organization that is (a) qualified within the meaning of Section 170(h)(3) of the Internal Revenue Code and in the related regulations or any successor provisions then applicable, and (b) qualified to hold conservation easements under Section 700.40 of the Wisconsin Statutes. As a condition of any assignment or transfer, any future holder of this Easement is required to carry out its purpose for the remainder of its term. The Easement Holder will notify the Landowner of any assignment at least thirty (30) days before the date of such assignment. However, failure to give such notice does not affect the validity of assignment or limit its enforceability in any way.

8.3 Captions. The captions in this Easement have been inserted solely for convenience of reference and are not part of the Easement and have no effect on construction or interpretation.

8.4 Controlling Law and Liberal Construction. The laws of the State of Wisconsin govern the interpretation and performance of this Easement. Ambiguities in this Easement shall be construed in a manner that best effectuates the purpose of the Easement and protection of the Conservation Values of the Property.

8.5 Counterparts. The Landowner and Easement Holder may execute this Easement in two or more counterparts, which shall, in the aggregate, be signed by both parties. Each counterpart shall be deemed an original instrument as against any party who has signed it. In the event of any disparity between the counterparts produced, the recorded counterpart shall be controlling.

8.6 Entire Agreement. This instrument sets forth the entire agreement of the Landowner and Easement Holder with respect to this Easement and supersedes all prior discussions, negotiations, understandings, or agreements relating to the Easement, all of which are merged into this Easement.

8.7 Extinguishment. This Easement may be terminated or extinguished before the expiration of its term, whether in whole or in part, only through judicial proceedings in a court of competent jurisdiction. Furthermore, the Easement may be extinguished only under the following circumstances: (a) exercise of the power of eminent domain or purchase in lieu of condemnation takes all or part of the Property or (b) the Landowner and Easement Holder agree that a subsequent, unexpected change in the

condition of or surrounding the Property makes accomplishing the purpose of the Easement impossible.

8.8 Joint Obligation. The obligations imposed by this Easement upon the Landowner are joint and several.

8.9 Ownership Responsibilities, Costs and Liabilities. The Landowner retains all responsibilities and will bear all costs and liabilities related to the ownership of the Property, including, but not limited to, the following:

- a. *Operation, upkeep, and maintenance*. The Landowner is responsible for the operation, upkeep, and maintenance of the Property.
- b. *Control*. In the absence of a judicial decree, nothing in this Easement establishes any right or ability in the Easement Holder to:
 - (i) exercise physical or managerial control over the day-to-day operations of the Property;
 - (ii) become involved in the management decisions of the Landowner regarding the generation, handling, or disposal of hazardous substances; or
 - (iii) otherwise become an operator of the Property within the meaning of the Comprehensive Environmental Response, Compensation, and Liability Act of 1980, as amended (“CERCLA”), or similar laws imposing legal liability on the owner or operator of real property.
- c. *Permits*. The Landowner remains solely responsible for obtaining applicable government permits and approvals for any construction or other activity or use permitted by this Easement and all construction, other activity, or use shall be undertaken in accordance with applicable federal, state and local laws, regulations, and requirements.
- d. *Indemnification*. The Landowner releases and will hold harmless, indemnify, and defend the Easement Holder and its members, directors, officers, employees, agents, contractors, and the heirs, personal representatives, successors and assigns of each of them (collectively “Indemnified Parties”) from and against all liabilities, penalties, fines, charges, costs, losses, damages, expenses, causes of action, claims, demands, judgments or administrative actions, including, without limitation, reasonable attorneys’ fees, arising from or in any way connected with:

- (i) injury to or the death of any person, or physical damage to any property, resulting from any act, omission, condition, or other matter related to or occurring on or about the Property, regardless of cause, unless due solely to the negligence of any of the Indemnified Parties;
- (ii) the violation or alleged violation of, or other failure to comply with, any state, federal or local law, regulation, including without limitation, CERCLA, by any person other than the Indemnified Parties, in any way affecting, involving or related to the Property;
- (iii) the presence or release in, on, from, or about the Property, at any time of any substance now or hereafter defined, listed, or otherwise classified pursuant to any federal, state, or local law, regulation, or requirement as hazardous, toxic, polluting, or otherwise contaminating to the air, water, or soil, or in any way harmful or threatening to human health or the environment, unless caused solely by any of the Indemnified Parties.

e. *Taxes.* Before delinquency, the Landowner shall pay all taxes, assessments, fees, and charges of whatever description levied on or assessed against the Property by competent authority (collectively "Taxes"), including any taxes imposed upon or incurred in response to this Easement, and shall furnish the Easement Holder with satisfactory evidence of payment upon request.

8.10 Recording. The Easement Holder shall record this Easement in the Office of the Register of Deeds for the county in which the Property is located and may re-record it or any other document necessary to protect its rights under this Easement.

8.11 Severability. If any provision or specific application of this Easement is found to be invalid by a court of competent jurisdiction, then the remaining provisions or specific applications of this Easement shall remain valid and binding.

8.12 Successors. This Easement is binding upon, and inures to the benefit of, the Landowner and Easement Holder and their respective personal representatives, heirs, successors and assigns, and shall continue as a servitude running with the Property for the term of the Easement.

8.13 Terms. The terms "Landowner" and "Easement Holder," wherever used in this Easement, and any pronouns used in their place, mean either masculine or feminine, singular or plural, and include Landowner's and Easement Holder's respective personal representatives, heirs, successors, and assigns.

8.14 Warranties and Representations. The Landowner warrants and represents that:

- a. The Landowner and the Property comply with all federal, state and local laws, regulations, and requirements applicable to the Property and its use;

- b. No civil or criminal proceedings or investigations are pending or threatened that would in any way affect, involve, or relate to the Property. No facts or circumstances exist that the Landowner might reasonably expect to form the basis for any proceedings, investigations, notices, claims, demands or orders; and
- c. The person signing this Easement has authority to grant this Conservation Easement to the Easement Holder.

GRANT OF INTEREST TO EASEMENT HOLDER

As Milwaukee County Executive, I execute the foregoing Limited Term Conservation Easement and acknowledge the same on this _____ day of _____, 2018.

By: _____
Chris Abele
Milwaukee County Executive

By: _____
George L. Christenson
Milwaukee County Clerk

STATE OF WISCONSIN

MILWAUKEE COUNTY

On this _____ day of _____, 2018, the person known as Chris Abele came before me and executed the foregoing instrument and acknowledged the same.

Signature of Notary Public

Notary Public, State of _____

My Commission expires _____.

ACCEPTANCE OF EASEMENT HOLDER'S INTEREST

The Milwaukee Metropolitan Sewerage District accepts the foregoing Limited Term

Conservation Easement on this _____ day of _____, 2018.

By: _____

Kevin L. Shafer, P.E.
Executive Director

Approved as to Form: _____
Attorney for the District

STATE OF WISCONSIN

MILWAUKEE COUNTY

On this _____ day of _____, 2018, the person known as Kevin L. Shafer
came before me and executed the foregoing instrument and acknowledged the same.

Signature of Notary Public

Notary Public, State of _____

My Commission expires _____.

Thomas A. Nowicki, Staff Attorney, Milwaukee Metropolitan Sewerage District, drafted this
conservation easement.

ATTACHMENTS

EXHIBIT A Description of the Property

EXHIBIT B Map Showing the Location of the Property and the Location of the Green
Infrastructure Subject to this Easement

EXHIBIT A
DESCRIPTION OF THE PROPERTY

Address: 2001 West Garfield Avenue, Milwaukee, Wisconsin 53205

Tax Key: 350-0823-121

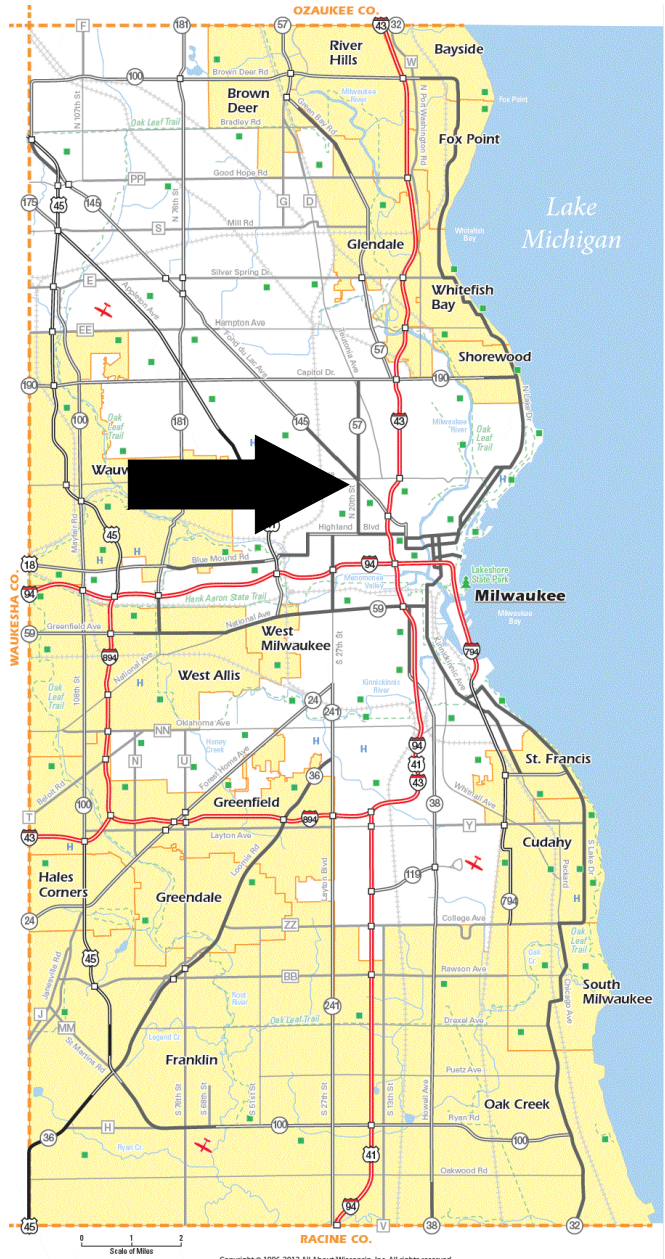
Legal Description: CONTINUATION OF BROWN'S ADDN IN NW1/4 OF SEC 19-7-22 LOTS 1 THRU 9 & VAC E-W ALLEY ADJ, LOTS 10 THRU 15 & LOTS 25-30 & VAC N-S ALLEY ADJ & N1/2 OF VAC ALLEY ADJ IN BLK 229 TID #65

[illegible]

ALICE'S GARDEN RAINWATER HARVESTING PROJECT



SITE LOCATION AERIAL PHOTO



MILWAUKEE COUNTY

PREPARED FOR PROJECT OWNER:
ALICE'S GARDEN
2136 N 21ST STREET
MILWAUKEE, WISCONSIN

INDEX OF FIGURES

FIGURE NUMBER	FIGURE TITLE
1	COVER
2	EXISTING SITE SURVEY
3	PROPOSED SITE LAYOUT
4	GRADING AND EROSION CONTROL PLAN
5	BIOSWALE DETAILS
6	CISTERN DETAILS
7	VAULT DETAILS
8	ELECTRICAL DETAILS AND LAYOUT

The Table / Alice's Garden



Project Owner
2136 N 21st Street
Milwaukee, Wisconsin

Reflo Sustainable Water Solutions



Project Partner
908 S 5th Street
Milwaukee, Wisconsin

HNTB Corporation



Project Engineer
11414 W Park Place
Milwaukee, Wisconsin

GZA GeoEnvironmental, Inc.



Project Engineer
247 Freshwater Way, Suite 542
Milwaukee, Wisconsin

FIGURE 1

August 16, 2018

TOPOGRAPHIC MAP

CONC. MON. WITH
BRASS CAP
NE COR. OF NW 1/4
SEC. 19, T7N, R22E

SITE BENCHMARK: 93.215
CHISELED CROSS ON TOP OF HYDRANT

CLIENT

Reflo

SITE ADDRESS

2136 North 21st Street, City of Milwaukee, Milwaukee County, Wisconsin.

LEGAL DESCRIPTION

All of Lots 1 to 15 inclusive all of Lots 25 to 30. Also including the Alley's described as follows: The vacated 15.00 feet alley abutting Lots 1 thru 9 and all of the North-South alley abutting Lots 10 thru 15 & Lot 30 thru 25. Also North 1/2 of the 15.00 vacated alley abutting Lots 15 and 25; all in Block 229 in Continuation of Brown's Addition, in the Northwest 1/4 of Section 19, Town 7 North, Range 22 East, in the City of Milwaukee, Milwaukee County, Wisconsin.

BASIS OF BEARINGS

Bearings are referenced to the Wisconsin State Plane Coordinate System (South Zone), in which the East line of the NW 1/4 bears N00°47'32"West.

LAND AREA

The Land Area of the subject property is 85,938 square feet or 1.9728 acres.

Vertical datum is based on City of Milwaukee Vertical Datum which is NVGD - 580.603.

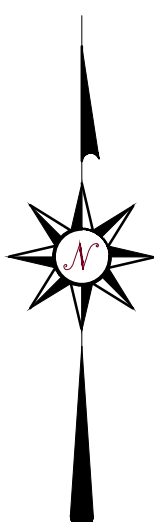
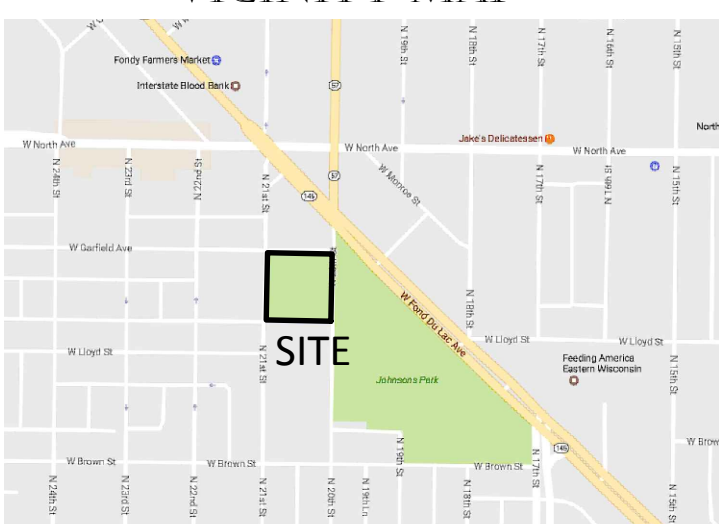
TABLE "A" ITEMS

Utility lines are shown from visible surface evidence, municipal plans and from plans and markings provided by Diggers Hotline, the One-call Utility Marking System (Wisconsin Statute 182.0175), Ticket Number 20170103240 & 20170103227. This survey represents the underground utilities that participated with the request and were marked on the time of the survey. Additional utilities may exist, but were non-responsive to the request.

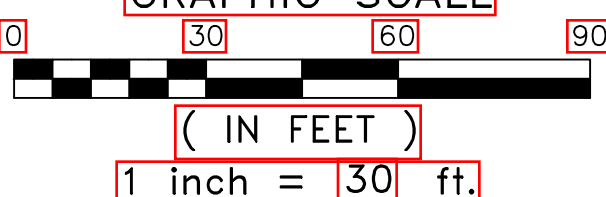
MUNICIPAL ZONING

Municipal Code: Sec. 295-903.3 (B),(C),(D4).
Site is zoned: PK (Park District)
Principle building front setback: Average
Principle building side setback: 25 feet
Principle building rear setback: 25 feet
Accessory building front setback: 25 feet
Accessory building side setback: 25 feet
Accessory building rear setback: 25 feet
Fences: Fences shall comply with the fence regulations of the residential zoning districts as specified in S.295-505-4-f.

VICINITY MAP



GRAPHIC SCALE



LEGEND

● INDICATES FOUND 1" IRON PIPE	☐ TELEPHONE PEDESTAL
○ INDICATES SET 1" IRON PIPE	☐ CABLE PEDESTAL
+ INDICATES FOUND CHISELED CROSS	☐ CONTROL BOX
○ SANITARY MANHOLE	☐ FIBER OPTIC SIGN
⊕ SANITARY CLEANOUT OR VENT	☐ TRAFFIC LIGHT
⊙ M.I.S. MANHOLE	☐ COMMUNICATION MANHOLE
⊙ UNKNOWN MANHOLE	⊙ BOLLARD
⊙ STORM MANHOLE	⊙ SOIL BORING/MONITORING WELL
○ INLET (ROUND)	⊙ WATER SURFACE
⊙ INLET (SQUARE)	⊙ WETLANDS FLAG
⊙ CURB INLET	⊙ MARSH
⊙ STORM SEWER END SECTION	⊙ FLAGPOLE
⊙ GAS VALVE	⊙ PARKING METER
⊙ GAS METER	⊙ SIGN
⊙ WATER VALVE	⊙ RAILROAD CROSSING SIGNAL
⊙ HYDRANT	⊙ HANDICAP SPACE
⊙ WATER MANHOLE	⊙ CONIFEROUS TREE
⊙ WATER SERVICE CURB STOP	⊙ DECIDUOUS TREE
⊙ WELL HEAD	
⊙ STAND PIPE	
⊙ WALL INDICATOR VALVE	— SANITARY SEWER
⊙ POST INDICATOR VALVE	— STORM SEWER
⊙ LIGHT POLE	— WATERLINE
⊙ SPOT/YARD LIGHT	— MARKED GAS MAIN
⊙ UTILITY POLE	— MARKED ELECTRIC
⊙ WATER SPIGOT	— OVERHEAD WIRES
⊙ ELECTRIC MANHOLE	— MARKED TELEPHONE
⊙ ELECTRIC PEDESTAL	— MARKED CABLE TV LINE
⊙ ELECTRIC METER	— MARKED FIBER OPTIC
⊙ TELEPHONE MANHOLE	— FENCE

STARTING BENCHMARK: 100.993
SPIKE ON SOUTH FACE OF POWER POLE

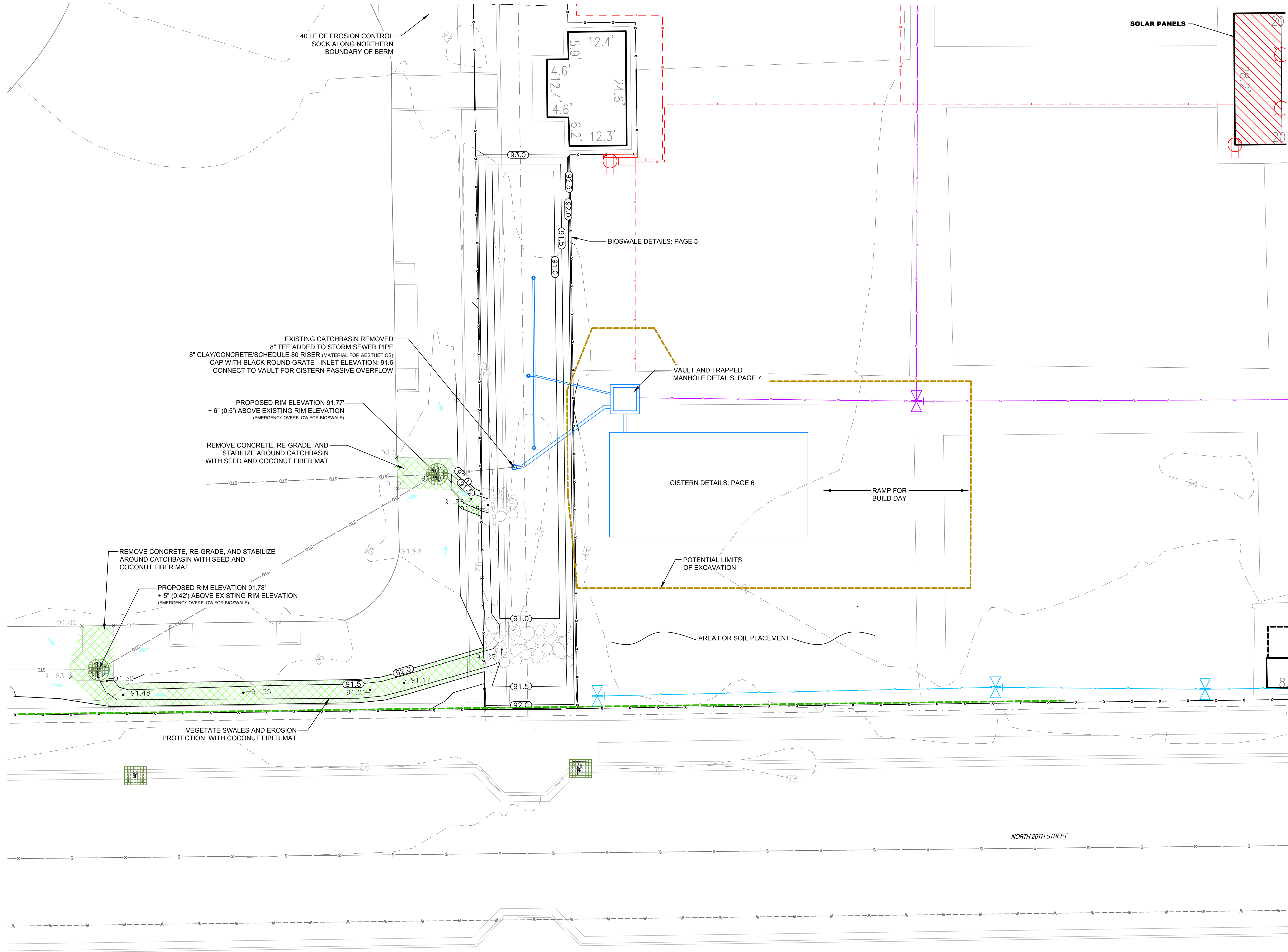
CONC. MON. WITH
BRASS CAP
SE COR. OF NW 1/4
SEC. 19, T7N, R22E

CHAPUT LAND SURVEYS LLC
234 W. FLORIDA STREET
MILWAUKEE, WI 53204
414-224-8068
www.chaputlandsurveys.com

Date: January 19, 2016
Drawing No. 2493-far



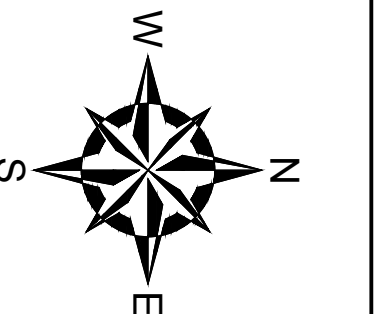
© 2018 - GZA GeoEnvironmental, Inc. GZA-2018-00155403 ALICE'S GARDEN RAINFOREST VULNERABILITY ASSESSMENT 4 AUGUST 16, 2018 11:27 AM KARA VOCH



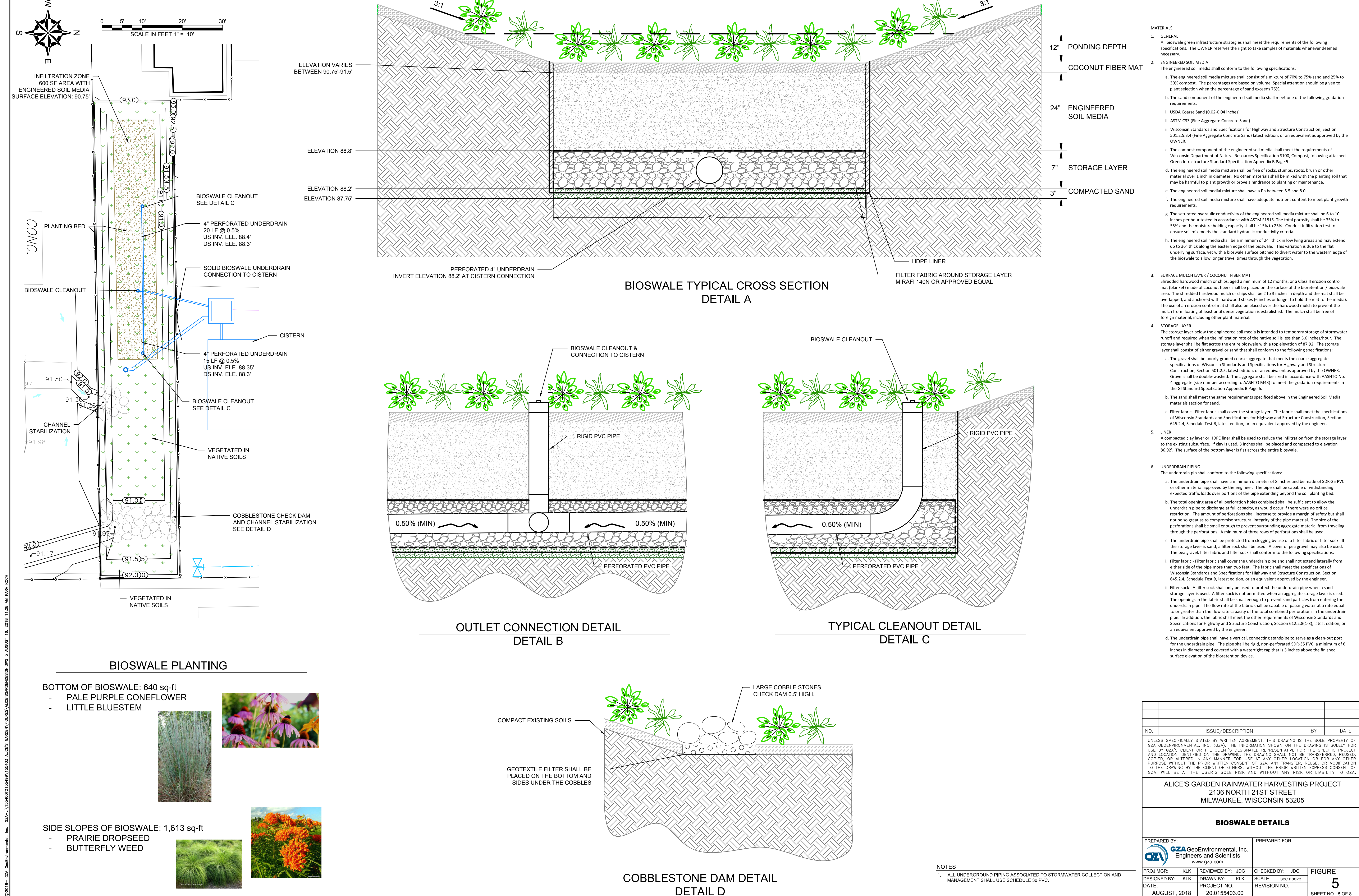
- LEGEND
- ALICE'S GARDEN PROPERTY BOUNDARY
 - EXISTING MAJOR CONTOURS (5' INTERVAL)
 - EXISTING MINOR CONTOURS (1' INTERVAL)
 - PROPOSED MAJOR CONTOURS (5' INTERVAL)
 - PROPOSED MINOR CONTOURS (1' INTERVAL)
 - FENCE LINE
 - STORM SEWER
 - COMBINED STORM AND SANITARY SEWER
 - WATER MAIN LINE
 - ADJACENT PROPERTY BOUNDARIES
 - BUILDING STRUCTURES
 - PIPE CENTERLINE
 - EROSION CONTROL SOCK
 - EROSION CONTROL INLET PROTECTION
 - EROSION PROTECTION
 - EXISTING WATER SPIGOT LOCATIONS
 - EXISTING WATER DISTRIBUTION LINE
 - PROPOSED HARVESTED RAINWATER SPIGOT LOCATIONS
 - PROPOSED WATER DISTRIBUTION LINE
 - PROPOSED ELECTRICAL LINE

NOTES

1. BASE MAP DEVELOPED BY CHAPUT LAND SURVEYS, LLC DATED JANUARY 19, 2016, DRAWING NO. 2493-far.



SCALE IN FEET 1" = 10'			
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ALICE'S GARDEN RAINFOREST HARVESTING PROJECT 2136 NORTH 21ST STREET MILWAUKEE, WISCONSIN 53205			
GRADING AND EROSION CONTROL PLAN			
PREPARED BY: GZA GeoEnvironmental, Inc. Engineers and Scientists www.gza.com		PREPARED FOR:	
PROJ MGR: KLK	REVIEWED BY: JDG	CHECKED BY: JDG	FIGURE
DESIGNED BY: KLK	DRAWN BY: KLK	SCALE: see above	4
DATE: AUGUST, 2018	PROJECT NO. 20.0155403.00	REVISION NO.	SHEET NO. 4 OF 8



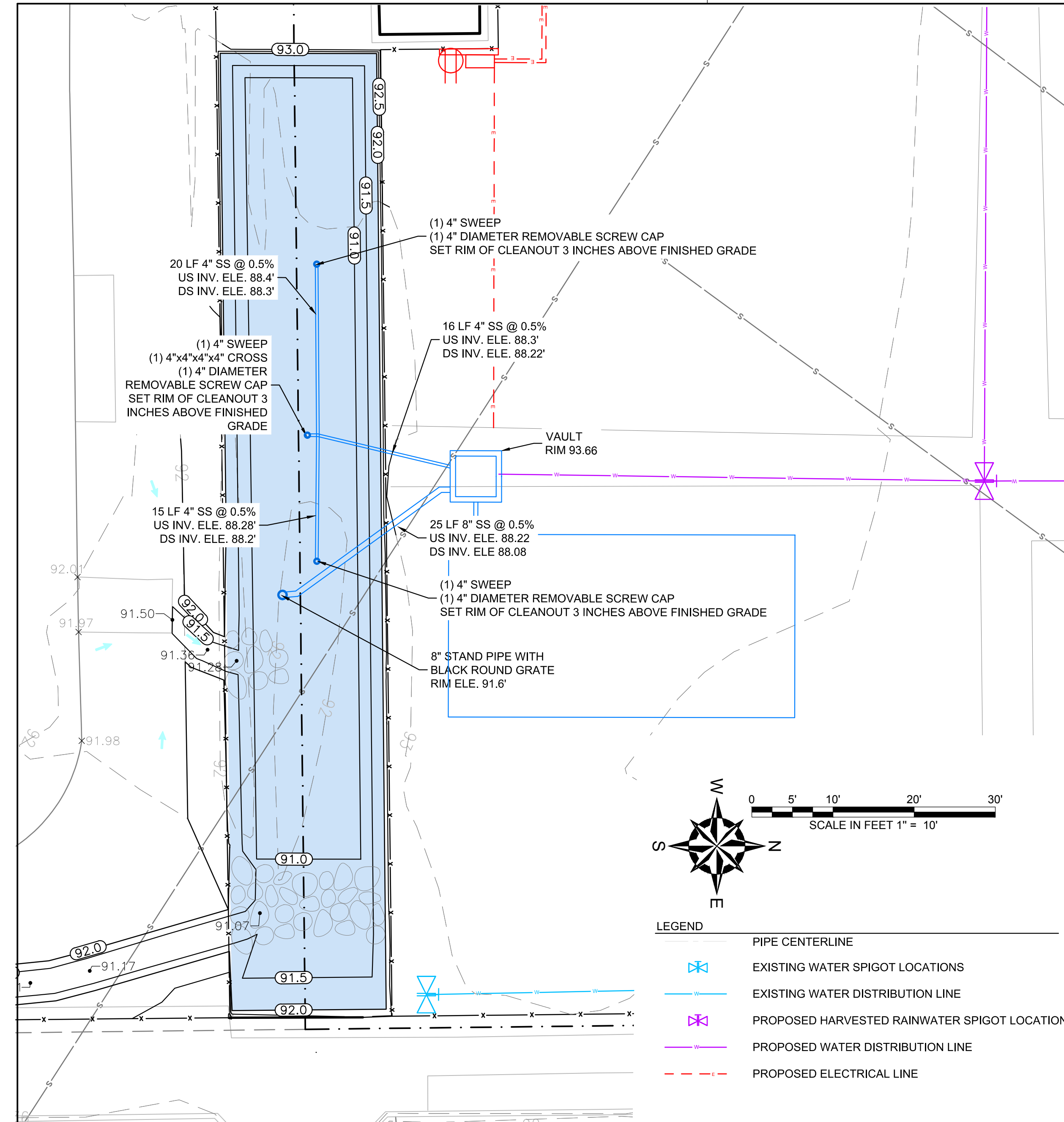
- MATERIALS**
- GENERAL**
All bioswale green infrastructure strategies shall meet the requirements of the following specifications. The OWNER reserves the right to take samples of materials whenever deemed necessary.
 - ENGINEERED SOIL MEDIA**
The engineered soil media shall conform to the following specifications:
 - The engineered soil media mixture shall consist of a mixture of 70% to 75% sand and 25% to 30% compost. The percentages are based on volume. Special attention should be given to plant selection when the percentage of sand exceeds 75%.
 - The sand component of the engineered soil media shall meet one of the following gradation requirements:
 - USDA Coarse Sand (0.02-0.04 inches)
 - ASTM C33 (Fine Aggregate Concrete Sand)
 - Wisconsin Standards and Specifications for Highway and Structure Construction, Section 501.2.5.3.4 (Fine Aggregate Concrete Sand) latest edition, or an equivalent as approved by the OWNER.
 - The compost component of the engineered soil media shall meet the requirements of Wisconsin Department of Natural Resources Specification S100, Compost, following attached Green Infrastructure Standard Specification Appendix B Page 9.
 - The engineered soil media mixture shall be free of rocks, stumps, roots, brush or other material over 1 inch in diameter. No other materials shall be mixed with the planting soil that may be harmful to plant growth or prove a hindrance to planting or maintenance.
 - The engineered soil media mixture shall have a Ph between 5.5 and 8.0.
 - The engineered soil media mixture shall have adequate nutrient content to meet plant growth requirements.
 - The saturated hydraulic conductivity of the engineered soil media mixture shall be 6 to 10 inches per hour tested in accordance with ASTM F1815. The total porosity shall be 35% to 55% and the moisture holding capacity shall be 15% to 25%. Conduct infiltration test to ensure soil mix meets the standard hydraulic conductivity criteria.
 - The engineered soil media shall be a minimum of 24" thick in low lying areas and may extend up to 36" thick along the eastern edge of the bioswale. This variation is due to the flat underlying surface, yet with a bioswale surface pitched to divert water to the western edge of the bioswale to allow longer travel times through the vegetation.
 - SURFACE MULCH LAYER / COCONUT FIBER MAT**
Shredded hardwood mulch or chips, aged a minimum of 12 months, or a Class II erosion control mat (blanket) made of coconut fibers shall be placed on the surface of the bioretention / bioswale area. The shredded hardwood mulch or chips shall be 2 to 3 inches in depth and the mat shall be overlapped, and anchored with hardwood stakes (6 inches or longer to hold the mat to the media). The use of an erosion control mat shall also be placed over the hardwood mulch to prevent the mulch from floating at least until dense vegetation is established. The mulch shall be free of foreign material, including other plant material.
 - STORAGE LAYER**
The storage layer below the engineered soil media is intended to temporary storage of stormwater runoff and required when the infiltration rate of the native soil is less than 3.6 inches/hour. The storage layer shall be flat across the entire bioswale with a top elevation of 87.92'. The storage layer shall consist of either gravel or sand that shall conform to the following specifications:
 - The gravel shall be poorly-graded coarse aggregate that meets the coarse aggregate specifications of Wisconsin Standards and Specifications for Highway and Structure Construction, Section 501.2.5, latest edition, or an equivalent as approved by the OWNER. Gravel shall be double-washed. The aggregate shall be sized in accordance with AASHTO No. 4 aggregate (size number according to AASHTO M43) to meet the gradation requirements in the GI Standard Specification Appendix B Page 6.
 - The sand shall meet the same requirements specified above in the Engineered Soil Media materials section for sand.
 - Filter fabric - Filter fabric shall cover the storage layer. The fabric shall meet the specifications of Wisconsin Standards and Specifications for Highway and Structure Construction, Section 645.2.4, Schedule Test B, latest edition, or an equivalent approved by the engineer.
 - LINER**
A compacted clay layer or HDPE liner shall be used to reduce the infiltration from the storage layer to the existing subsurface. If clay is used, 3 inches shall be placed and compacted to elevation 86.92'. The surface of the bottom layer is flat across the entire bioswale.
 - UNDERDRAIN PIPING**
The underdrain pip shall conform to the following specifications:
 - The underdrain pipe shall have a minimum diameter of 8 inches and be made of SDR-35 PVC or other material approved by the engineer. The pipe shall be capable of withstanding expected traffic loads over portions of the pipe extending beyond the soil planting bed.
 - The total opening area of all perforation holes combined shall be sufficient to allow the underdrain pipe to discharge at full capacity, as would occur if there were no structural restriction. The amount of perforations shall increase to provide a margin of safety but shall not be so great as to compromise structural integrity of the pipe material. The size of the perforations shall be small enough to prevent surrounding aggregate material from traveling through the perforations. A minimum of three rows of perforations shall be used.
 - The underdrain pipe shall be protected from clogging by use of a filter fabric or filter sock. If the storage layer is sand, a filter sock shall be used. A cover of pea gravel may also be used. The pea gravel, filter fabric and filter sock shall conform to the following specifications:
 - Filter fabric - Filter fabric shall cover the underdrain pipe and shall not extend laterally from either side of the pipe more than two feet. The fabric shall meet the specifications of Wisconsin Standards and Specifications for Highway and Structure Construction, Section 645.2.4, Schedule Test B, latest edition, or an equivalent approved by the engineer.
 - Filter sock - A filter sock shall only be used to protect the underdrain pipe when a sand storage layer is used. A filter sock is not permitted when an aggregate storage layer is used. The openings in the fabric shall be small enough to prevent sand particles from entering the underdrain pipe. The flow rate of the fabric shall be capable of passing water at a rate equal to or greater than the flow rate capacity of the total combined perforations in the underdrain pipe. In addition, the fabric shall meet the other requirements of Wisconsin Standards and Specifications for Highway and Structure Construction, Section 612.2.8(1-3), latest edition, or an equivalent approved by the engineer.
 - The underdrain pipe shall have a vertical, connecting standpipe to serve as a clean-out port for the underdrain pipe. The pipe shall be rigid, non-perforated SDR-35 PVC, a minimum of 6 inches in diameter and covered with a watertight cap that is 3 inches above the finished surface elevation of the bioretention device.

NO.	ISSUE/DESCRIPTION	BY	DATE
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ALICE'S GARDEN RAINWATER HARVESTING PROJECT 2136 NORTH 21ST STREET MILWAUKEE, WISCONSIN 53205			
BIOSWALE DETAILS			
PREPARED BY: GZA GeoEnvironmental, Inc. Engineers and Scientists www.gza.com		PREPARED FOR:	
PROJ MGR: KLK	REVIEWED BY: JDG	CHECKED BY: JDG	FIGURE
DESIGNED BY: KLK	DRAWN BY: KLK	SCALE: see above	5
DATE: AUGUST, 2018	PROJECT NO. 20.0155403.00	REVISION NO.	
			SHEET NO. 5 OF 8

NOTES

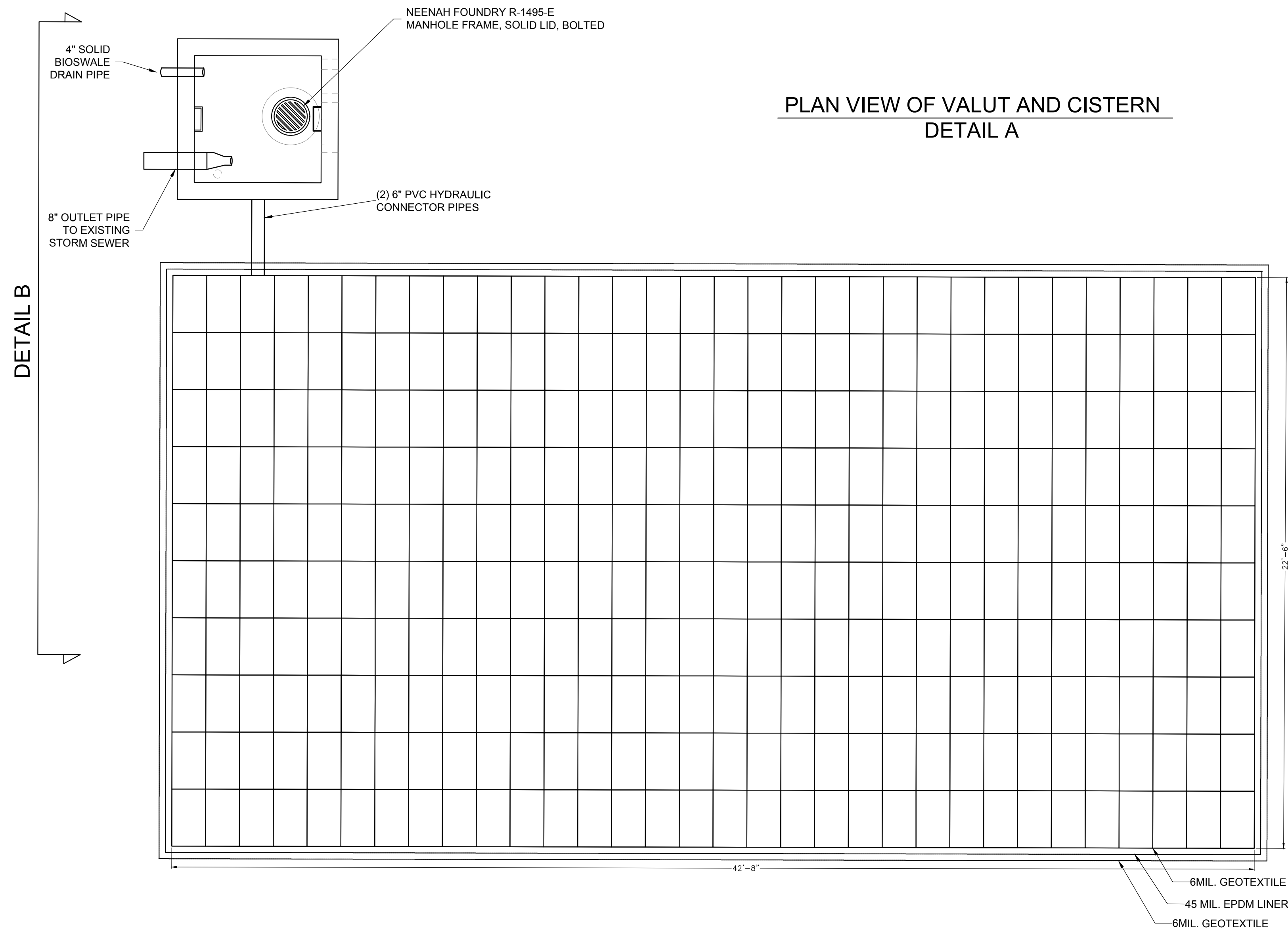
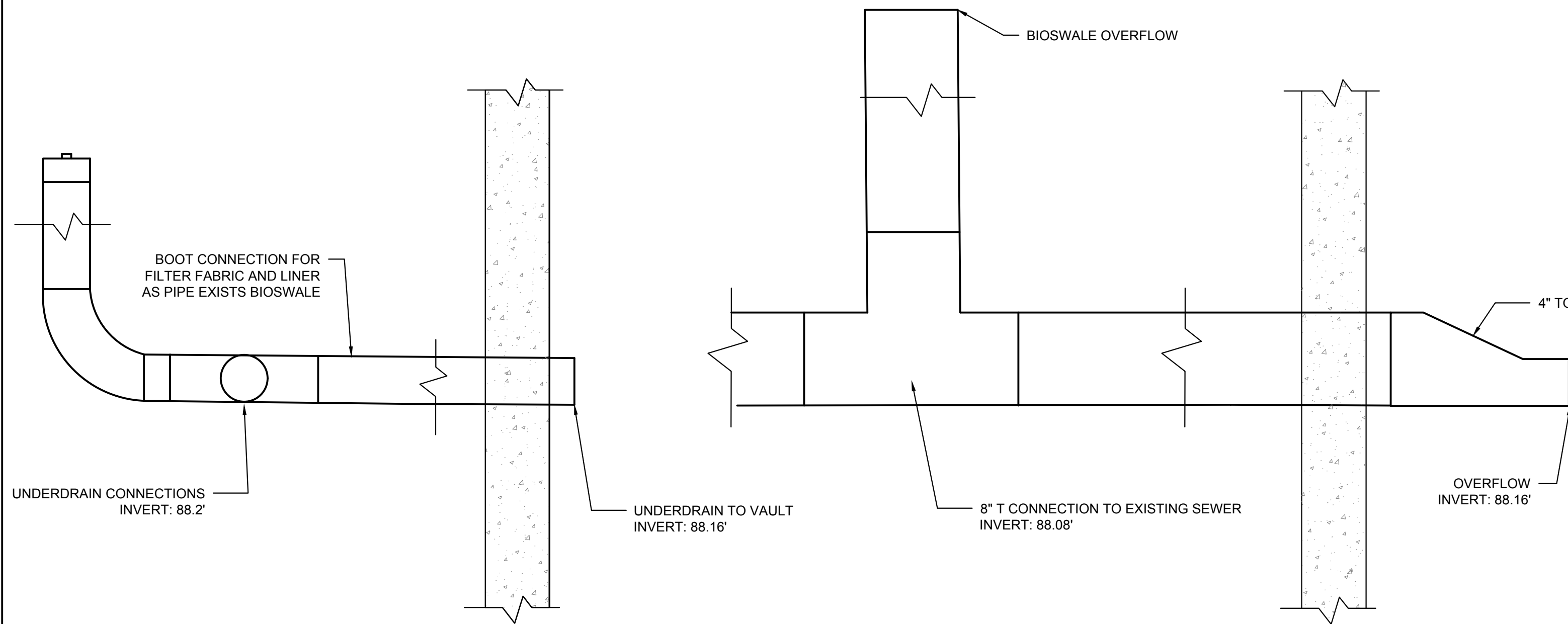
- ALL UNDERGROUND PIPING ASSOCIATED TO STORMWATER COLLECTION AND MANAGEMENT SHALL USE SCHEDULE 30 PVC.

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BIOSWALE UNDERDRAIN TO VAULT
DETAIL C

OVERFLOW FROM VAULT TO SEWER
DETAIL D



DETAIL B

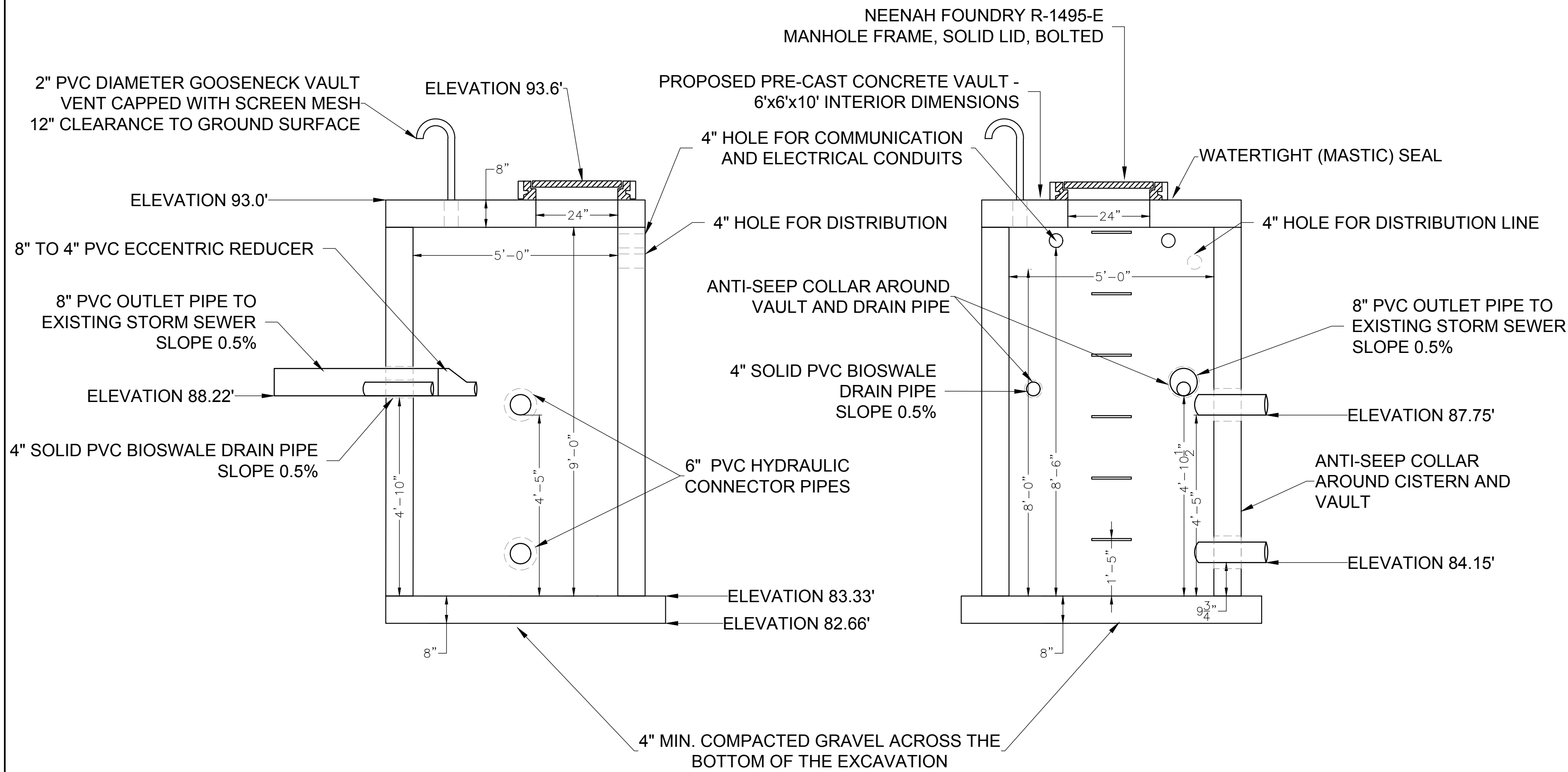
CROSS SECTION VIEW OF VALUT AND CISTERN
DETAIL B

NOTES
1. ALL UNDERGROUND PIPING ASSOCIATED TO STORMWATER COLLECTION AND MANAGEMENT SHALL USE SCHEDULE 30 PVC.

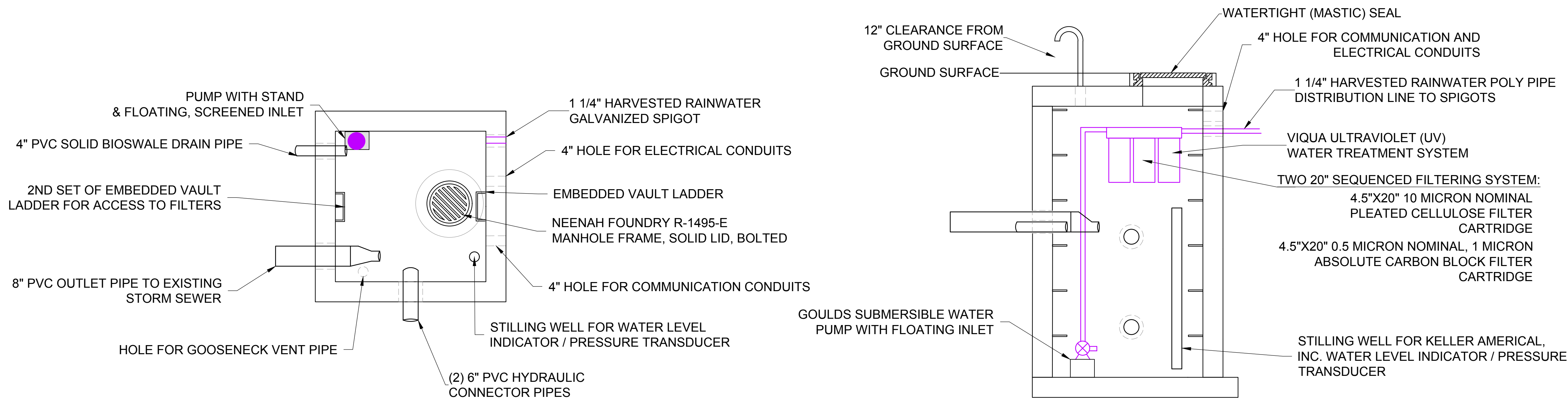
NO.		ISSUE/DESCRIPTION	BY	DATE
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ALICE'S GARDEN RAINWATER HARVESTING PROJECT 2136 NORTH 21ST STREET MILWAUKEE, WISCONSIN 53205				
CISTERN DETAILS				
PREPARED BY: GZA GeoEnvironmental, Inc. Engineers and Scientists www.gza.com		PREPARED FOR:		
PROJ MGR: KLK	REVIEWED BY: JDG	CHECKED BY: JDG	FIGURE	
DESIGNED BY: KLK	DRAWN BY: KLK	SCALE: see above	6	
DATE: AUGUST, 2018	PROJECT NO. 20.0155403.00	REVISION NO.	SHEET NO. 6 OF 8	

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VAULT DIMENSIONS - SIDE VIEW

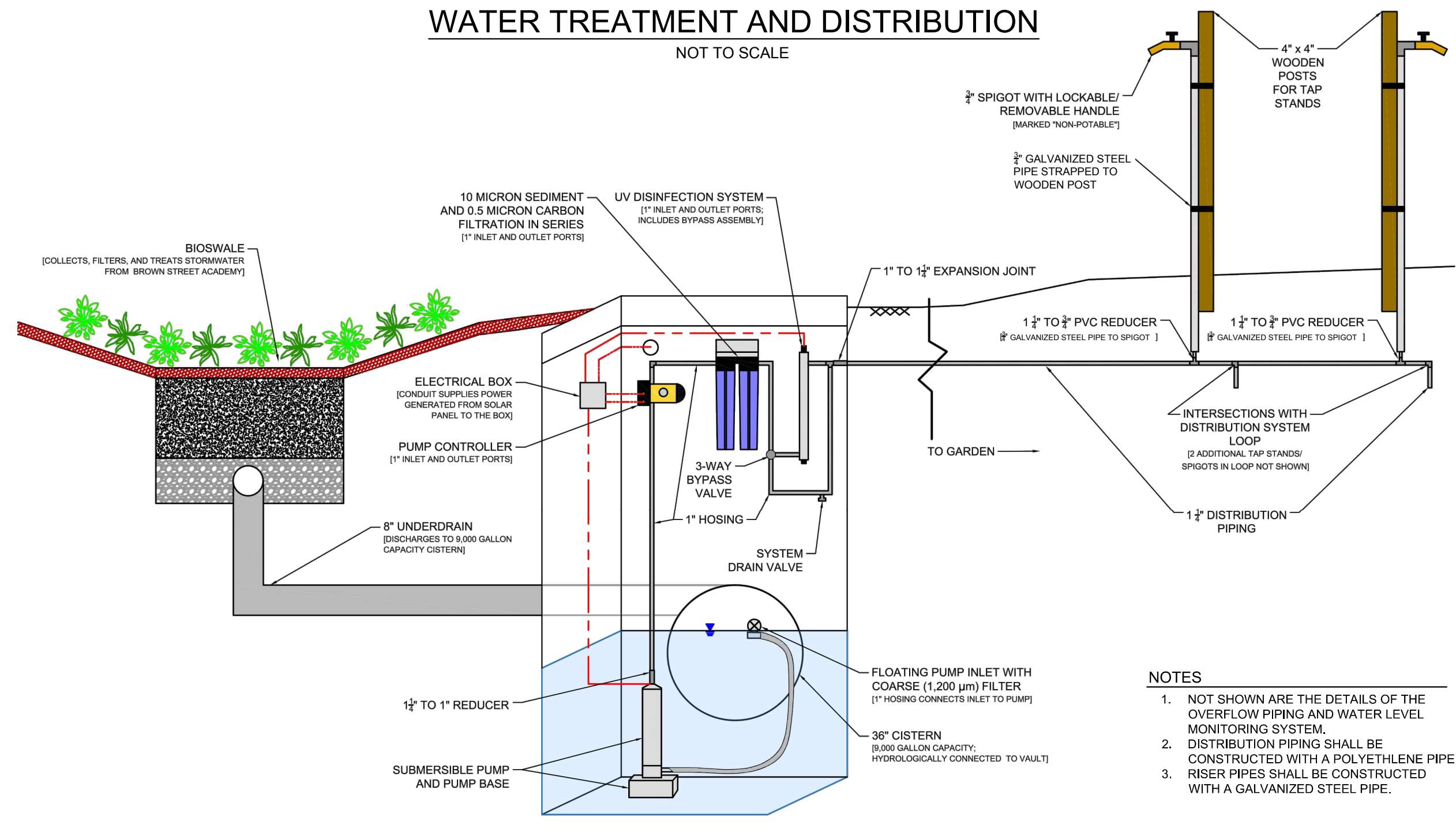


VAULT PLUMBING AND ELECTRICAL DETAILS



WATER TREATMENT AND DISTRIBUTION

NOT TO SCALE



NOTES

- NOT SHOWN ARE THE DETAILS OF THE OVERFLOW PIPING AND WATER LEVEL MONITORING SYSTEM.
- DISTRIBUTION PIPING SHALL BE CONSTRUCTED WITH A POLYETHYLENE PIPE. RISER PIPES SHALL BE CONSTRUCTED WITH A GALVANIZED STEEL PIPE.
-

NOTES FOR MANHOLE ENTRANCE

- MANHOLE COVERS SHALL BE PROVIDED WITH LOCKING DEVICES OR OTHER EFFECTIVE MEASURE TO PREVENT UNAUTHORIZED ACCESS.

NOTES FOR MANHOLE VENT

- VENT TERMINAL SHALL BE AT LEAST 2" IN DIAMETER.
- VENT SHALL TERMINATE AT LEAST 12" ABOVE FINISHED GRADE AND TERMINATE WITH A RETURN BEND.
- VENTS SHALL BE FITTED WITH MESH SCREENS FOR VECTOR CONTROL.

NOTES FOR HOSE BIB

- HOSE BIB SHALL BE LABELED AS NON-POTABLE AND SHALL BE EQUIPPED WITH A REMOVABLE KEY HANDLE.

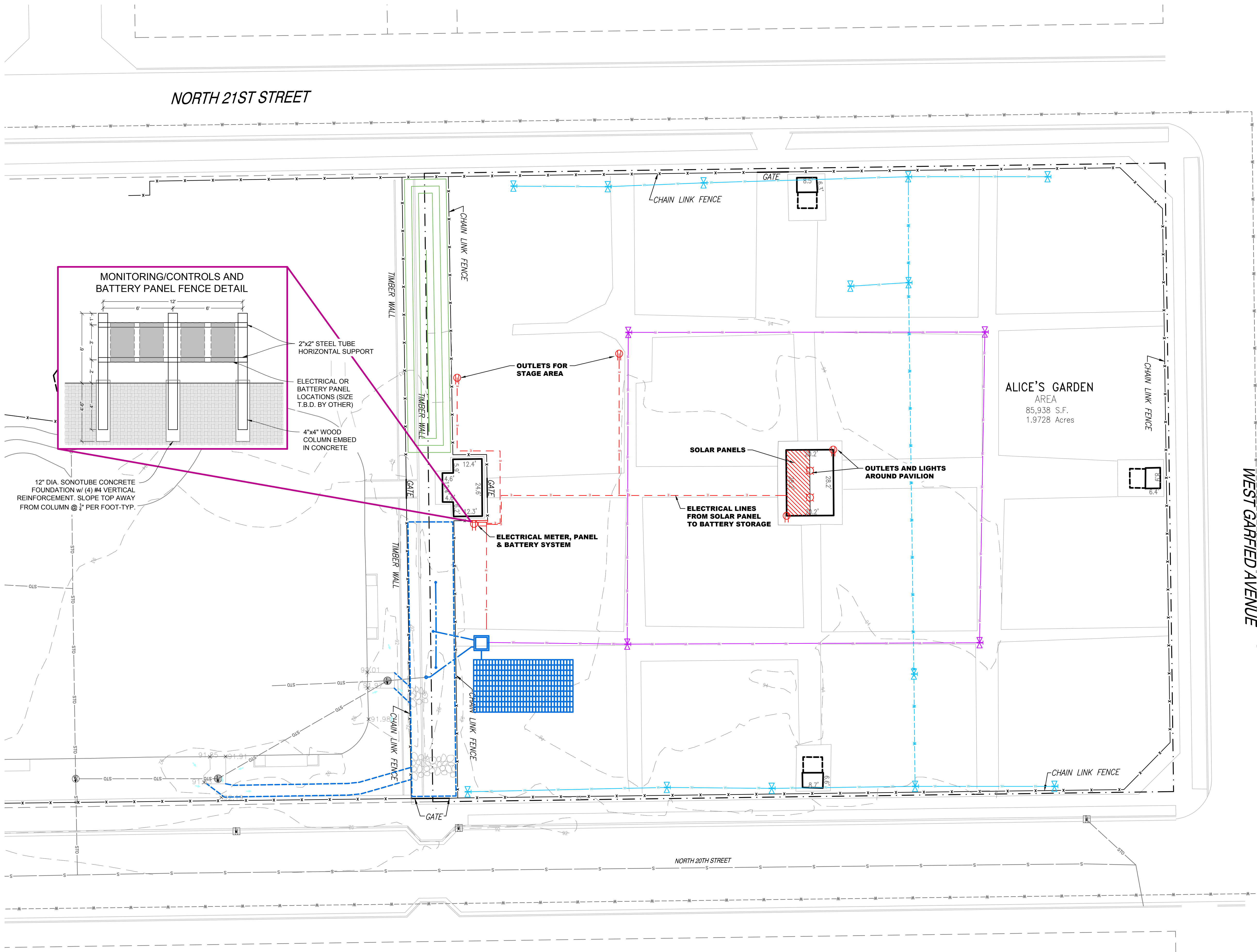


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ALICE'S GARDEN RAINWATER HARVESTING PROJECT
2136 NORTH 21ST STREET
MILWAUKEE, WISCONSIN 53205

VAULT DETAILS			
PREPARED BY: GZA GeoEnvironmental, Inc. Engineers and Scientists www.gza.com		PREPARED FOR:	
PROJ MGR: KLK	REVIEWED BY: JDG	CHECKED BY: JDG	FIGURE
DESIGNED BY: KLK	DRAWN BY: KLK	SCALE: see above	7
DATE: AUGUST, 2018	PROJECT NO. 20.0155403.00	REVISION NO.	SHEET NO. 7 OF 8

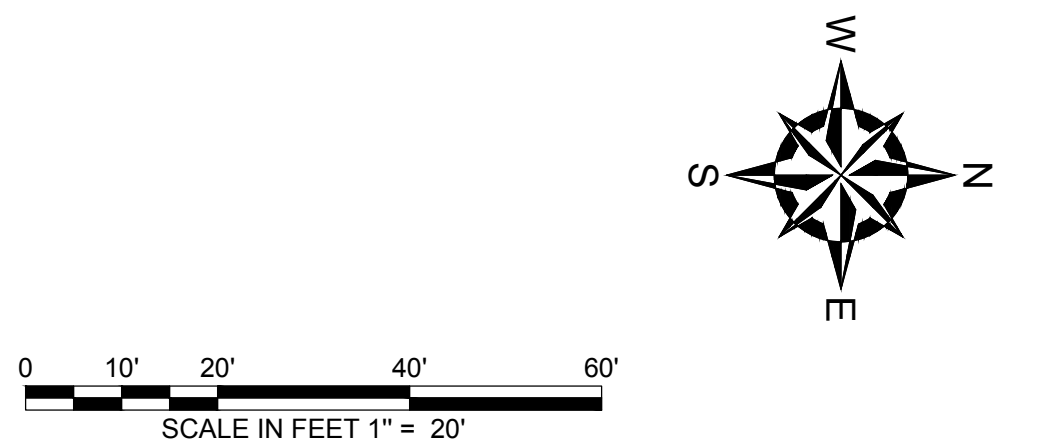


- LEGEND**
- ALICE'S GARDEN PROPERTY BOUNDARY
 - EXISTING MAJOR CONTOURS (5' INTERVAL)
 - EXISTING MINOR CONTOURS (1' INTERVAL)
 - FENCE LINE
 - LOCATION OF BIOSWALE AND UNDERGROUND CISTERN
 - STORM SEWER
 - COMBINED STORM AND SANITARY SEWER
 - WATER MAIN LINE
 - ADJACENT PROPERTY BOUNDARIES
 - BUILDING STRUCTURES
 - EXISTING WATER SPIGOT LOCATIONS
 - EXISTING WATER DISTRIBUTION LINE (DASHED WHERE UNCERTAIN)
 - PROPOSED RAINWATER HARVESTING SPIGOT LOCATIONS
 - PROPOSED WATER DISTRIBUTION LINE
 - PROPOSED ELECTRICAL LINE
 - PROPOSED WATERPROOF OUTLETS
 - PROPOSED SWITCH OPERATED LIGHTS
 - PROPOSED BIOSWALE SPOILS LOCATION

- NOTES**
1. BASE MAP DEVELOPED BY CHAPUT LAND SURVEYS, LLC DATED JANUARY 19, 2016, DRAWING NO. 2493-16r.

- ELECTRICAL SPECS**
1. ELECTRICAL RECEPTACLES SHALL BE EQUIPPED WITH A WHILE-IN-USE WEATHERPROOF COVER WITH PROVISIONS FOR OWNER PROVIDED PAD LOCK. THOMAS & BETTS CAN/ULV COVER OR APPROVED EQUAL.
 2. SEE SPEC SHEETS FOR ALL VAULT ELECTRICAL AND PUMPING COMPONENTS INSTALLATION
 - VIGUA UV TREATMENT SYSTEM SHALL BE USED TO FUNCTION WITH THE PROPOSED SEQUENCED FILTERING SYSTEM.
 - KELLER AMERICA, INC PRESSURE TRANSDUCER SHALL BE USED TO MONITOR WATER LEVELS IN THE CISTERN.
 - GOULDS SUBMERSIBLE WATER PUMP 1SC SHALL BE USED FOR IRRIGATION.

- ELECTRICAL CIRCUIT LIST**
- (1) OUTLET BY POWER STATION
 - (1) LIGHTS BY PAVILION
 - (1) OUTLET BY PAVILION
 - (1) OUTLETS BY STAGE
 - (1) PUMP
 - (1) UV AND MONITORING SYSTEM



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ALICE'S GARDEN RAINWATER HARVESTING PROJECT 2136 NORTH 21ST STREET MILWAUKEE, WISCONSIN 53205			
ELECTRICAL DETAILS AND LAYOUT			
PREPARED BY: GZA GeoEnvironmental, Inc. Engineers and Scientists www.gza.com		PREPARED FOR:	
PROJ MGR: KLK	REVIEWED BY: JDG	CHECKED BY: JDG	FIGURE
DESIGNED BY: KLK	DRAWN BY: KLK	SCALE: see above	8
DATE: AUGUST, 2018	PROJECT NO. 20.0155403.00	REVISION NO.	SHEET NO. 8 OF 8