

**AGENDA  
PUBLIC WORKS  
COMMITTEE**

**WEDNESDAY, MARCH 14, 2012  
ROOM 202  
4:30 P.M.**

**G. John Ruffolo, Chairman  
Steve Bostrom, Vice Chairman  
Patrick Juliana**

**Jan Michalski  
Ray Misner  
Anthony Nudo**

**A. APPROVAL OF MINUTES**

A-1 Approval of minutes of regular meeting held on February 29, 2012.

**C. REFERRED TO COMMITTEE**

C-1 Approval of request for use of HarborPark by Wisconsin Marathon, LLC on May 5, 2012. **(District 2 – formerly District 2)**

C-2 Approval of request for use of Celebration Place by Kiwanis Club of Western Kenosha on July 27, 28 & 29, 2012 for the 4<sup>th</sup> Annual Taste of Wisconsin event. **(District 2 – formerly District 2)**

C-3 Approval of request for use of HarborPark and Celebration Place by Kenosha Area Chamber of Commerce Foundation on August 24 & 25, 2012 for the 2<sup>nd</sup> Annual Grill Games event. **(District 2 – formerly District 2)**

C-4 Approval of application of Gary Doepgen d/b/a Wade's Filling Station, for a peddler stand to be located at 56<sup>th</sup> Street and 3<sup>rd</sup> Avenue parking lot with no adverse recommendations. *(Licensing/Permit Committee approved 4-0)*  
**(District 2 – formerly District 2)**

C-5 Award of Contract for Project 10-1415 Lake Front Water Feature (5501 Ring Road) to Camosy Construction (Kenosha, Wisconsin), in the amount of \$275,000. **(District 2 – formerly District 2)** *(also referred to Park Commission)*

C-6 Award of Contract for Project 11-1125 Pennoyer Beach Outfall Stormwater Infiltration Basin (3601 7<sup>th</sup> Avenue) to Veit & Company, Inc., (New Berlin, Wisconsin), in the amount of \$349,000. **(District 1 – formerly District 1)** *(also referred to Park Commission and Storm Water Utility Committee)*

C-7 Acceptance of Project 11-1209 Salt Storage Facility (6415 35<sup>th</sup> Avenue) which has been satisfactorily completed by Camosy Construction (Kenosha, Wisconsin) in the amount of \$676,009.41. **(District 15 – formerly District 11)**

- C-8 Resolution – Intent to Assess for Project 12-1012 Resurfacing (32<sup>nd</sup> Avenue - 55<sup>th</sup> Street to 52<sup>nd</sup> Street, 33<sup>rd</sup> Avenue - 55<sup>th</sup> Street to 52<sup>nd</sup> Street, 27<sup>th</sup> Avenue - 35<sup>th</sup> Street to 33<sup>rd</sup> Street, 60<sup>th</sup> Avenue - 82<sup>nd</sup> Street to 80<sup>th</sup> Street) for Hazardous Sidewalk and /or Driveway Approach Only. **(Districts 11, 6 & 14 – formerly Districts 10, 5 & 15)**
  
- C-9 Resolution – Intent to Assess for Project 12-1024 60<sup>th</sup> Street Resurfacing (60<sup>th</sup> Street - 22<sup>nd</sup> Avenue to 8<sup>th</sup> Avenue) for Hazardous Sidewalk and /or Driveway Approach Only. **(Districts 2 & 3 – formerly Districts 2 & 8)**
  
- C-10 Approval of Lease between City of Kenosha, Wisconsin and GNC Hook LLC (Art Bar) for parcel located at 22nd Avenue and 53rd Street (Parcel# 09-222-36-411-001) **(District 7 – formerly District 7)**
  
- C-11 Proposed Resolution to approve a Certified Survey Map for property at 7944 Sheridan Road. (7944 Sheridan Retail Center) **(District 12 – formerly District 3)** *(City Plan Commission approved 8-0)*
  
- C-12 First Amendment to the Developers Agreement and Memorandum of Full Satisfaction between the City of Kenosha, Kenosha Water Utility, First Industrial Investments II, LLC and Affiliated Foods Midwest Cooperative, Inc. (Affiliated Foods) **(District 16 – formerly District 16)** *(City Plan Commission approved 8-0)*
  
- C-13 Bicycle and Pedestrian Easement Agreement by and between Affiliated Foods Midwest Cooperative, Inc., and City of Kenosha for property at 8100 60<sup>th</sup> Street. (Affiliated Foods) **(District 16 – formerly District 16)** *(City Plan Commission approved 8-0)*

INFORMATIONAL:

City Plan Commission Update – Alderman Michalski  
 Project Status Report

CITIZENS COMMENTS RELATED ONLY TO JURISDICTION OF PUBLIC WORKS COMMITTEE

ALDERMAN COMMENTS

IF YOU ARE DISABLED AND IN NEED OF ASSISTANCE CALL 653-4050 BEFORE NOON ON THE DATE INDICATED FOR THIS MEETING.

NOTICE IS HEREBY GIVEN THAT A MAJORITY OF THE MEMBERS OF THE COMMON COUNCIL MAY BE PRESENT AT THE MEETING, AND ALTHOUGH THIS MAY CONSTITUTE A QUORUM OF THE COMMON COUNCIL, THE COUNCIL WILL NOT TAKE ANY ACTION AT THIS MEETING.

PUBLIC WORKS COMMITTEE  
- MINUTES -

WEDNESDAY, FEBRUARY 29, 2012  
5:00 P.M.

G. John Ruffolo, Chairman  
Steve Bostrom, Vice Chairman  
Patrick Juliana

Jan Michalski  
Ray Misner  
Anthony Nudo

The regular meeting of the Public Works Committee was held on Wednesday, February 29, 2012 at Centrisys Corporation, 9586 58<sup>th</sup> Place. The following members were present: Chairman G. John Ruffolo, Vice Chairman Steve Bostrom, Aldermen Jan Michalski and Anthony Nudo. Aldermen Patrick Juliana and Ray Misner were excused. The meeting was called to order at 5:02 PM. Staff members in attendance were Mike Lemens, Shelly Billingsley and Alderman Ted Ruffalo.

- A-1 Approval of minutes of special meeting held on February 20, 2012.  
*It was moved by Alderman Michalski, seconded by Alderman Nudo to approve. Motion passed 4-0.*
- C-1 Resolution – Intent to Assess for Project 12-1208 Sidewalk & Curb/Gutter Program (Citywide Locations) for Hazardous Sidewalk and Driveway Approach Only. **(All Districts)**  
*It was moved by Alderman Nudo, seconded by Alderman Michalski to approve. Motion passed 4-0.*
- C-2 Acceptance of Project 11-1015 Resurfacing Phase II Project B (81<sup>st</sup> Street – 25<sup>th</sup> Avenue to 22<sup>nd</sup> Avenue) which has been satisfactorily completed by A.W. Oakes & Son, (Racine, Wisconsin), in the amount of \$165,566.95. **(District 13)**  
*It was moved by Alderman Michalski, seconded by Alderman Nudo to approve. Motion passed 4-0.*
- C-3 Acceptance of Project 10-1130 Vehicle Wash System Installation Truck Wash (3735 65<sup>th</sup> Street) which has been satisfactorily completed by InterClean Equipment, Inc. (Ypsilanti, Michigan), in the amount of \$251,016.70. **(District 15 formerly District 11)** (also referred to Storm Water Utility Committee)  
*It was moved by Alderman Nudo, seconded by Alderman Bostrom to approve. Motion passed 4-0.*
- C-4 Proposed Ordinance to Repeal and Recreate Section 5.04 B. of the Code of General Ordinances for the City of Kenosha Regarding Temporary Closing of a City Street, to Clarify that a Street may be closed for a Civic Event. (also referred to Public Safety & Welfare)  
*A public hearing was held. Alderman Ted Ruffalo, 5140 6<sup>th</sup> Avenue, is a sponsor of the ordinance and was available to answer questions. Ray Forgianni, 8731 45<sup>th</sup> Avenue, feels this change will be a benefit to the community and appreciates the committees support. Chairman Ruffolo said the ordinance had been reviewed by city staff in various departments.*  
*It was moved by Alderman Bostrom, seconded by Alderman Nudo to approve. Motion passed 4-0.*

INFORMATIONAL:

City Plan Commission Update – Alderman Michalski

- *A conditional use permit was approved for an auto body shop. Alderman Bostrom asked about the shop having proper ventilation for painting.*
- *A certified survey map for property at 2908 33<sup>rd</sup> Avenue was deferred.*
- *A zoning ordinance change regarding delinquent special assessments was approved.*

Project Status Report

CITIZEN COMMENTS: *Alderman Ted Ruffalo, 5140 6<sup>th</sup> Avenue, said he is receiving a lot of positive feedback on SeeClickFix issues being resolved in a timely manner and thanked staff.*

ALDERMAN COMMENTS:

1. *Chairman Ruffolo asked how the GPS tracking system is working. Mike Lemens said the system was working fine on Friday during the last snow plow operation. There was an error in the programming code that seems to have been fixed.*
2. *Chairman Ruffolo congratulated Mike and Shelly on their promotions and asked when the open positions would be filled. Shelly said HR plans on advertising this Sunday for the positions. Chairman Ruffolo said Administration may need to get involved to get these positions filled.*
3. *Alderman Michalski said he is working with Rocky Bednar and Shelly regarding sharps disposal. He would like to see a solution for people who cannot drive to pharmacies to turn in their sharps containers. Alderman Bostrom suggested calling a local recycler to see if he has any information or contacts regarding disposal.*

ADJOURNMENT - *There being no further business to come before the Public Works Committee, it was moved, seconded and unanimously approved to adjourn the meeting at 5:18 pm.*



**Engineering Division**  
Shelly Billingsley P.E.  
Director of Engineering  
**Fleet Maintenance**  
Mauro Lenci  
Superintendent  
**Park Division**  
Jeff Warnock  
Superintendent

**Street Division**  
John H. Prijic  
Superintendent  
**Waste Division**  
Rocky Bednar  
Superintendent

C-1

## DEPARTMENT OF PUBLIC WORKS

Michael M. Lemens, P.E., Director

Municipal Building · 625 52<sup>nd</sup> ST · RM 305 · Kenosha, WI 53140  
Telephone (262) 653-4050 · Fax (262) 653-4056

February 23, 2012

**TO:** Chairman Michael Orth, Board of Park Commissioners  
Chairman G. John Ruffolo, Public Works Committee

**CC:** District 2 – Alderperson Ted Ruffalo

**FROM:** Jeff Warnock, Park Superintendent

**RE:** Wisconsin Marathon

Request Wisconsin Marathon, LLC has requested to use HarborPark for their event to be held on Saturday, May 5, 2012. They are looking for permission to hold the marathon in HarborPark, the parcel on 55<sup>th</sup> Street/6<sup>th</sup> Avenue and surrounding streets, to use park equipment and to sell fermented Malt Beverages.

History: The event has been invoiced for all charges in the past.

Costs: 2010 = \$1,358.40  
2011 = \$1,335.00  
2012 = \$1,500.00 – depending upon request of equipment TBD

Recommendation: To approve the request and the organization to be invoiced for charges

SPECIAL EVENT APPLICATION  
CITY OF KENOSHA - PARK DIVISION

Please note that this application does not guarantee approval of your event or equipment requested. The event will need the approval of the Board of Park Commissioners and/or the Superintendent of Parks .

EVENT ORGANIZATION INFORMATION

Name of Responsible Organization Wisconsin Marathon LLC

Contact Person who is responsible for event: Jonathan Cain

Address: 7842 Lincoln Ave, Suite 100 Skokie, IL 60077

City/State/Zip Skokie, IL 60077

Daytime # 847-675-0200 x10 Evening # 847-767-4276 Cell# 847-767-4276

Fax # 847-675-2903 E-mail: jcain@mychicagoathletes.com

Is the Host Organization a 501(c)-3? Yes, provide ES# no

EVENT INFORMATION

Name of the Event: Wisconsin Marathon

Date Requested: 5-5-12 Rain Date \_\_\_\_\_

Location Requested: Harbor Park and area streets Estimated Attendance 400 runners / 8,000 people

Charitable Event:  No  Yes, Proceeds donated to We do have charity partners

Brief Description of the Event: Marathon, half marathon, and walk events Race with post-race party

Set up date and time: 5-4-12 9am - dusk, 5-5-12 Sun

Time of Event: 7am start

Take down date and time: 5-5-12 2:00 pm

FOR OFFICE USE ONLY:

Application Packet Received 2-20-12 Admin. Or Commission Approval \_\_\_\_\_

Copies sent to: Alderman \_\_\_\_\_ Dirk \_\_\_\_\_ Police \_\_\_\_\_

Fire: \_\_\_\_\_ Public Works (Admin/Streets): \_\_\_\_\_

APPLICATION "E"

**FERMENTED MALT BEVERAGE SALES APPLICATION  
CITY OF KENOSHA - PARK DIVISION**

Name of Event: Wisconsin Marathon

Location of Event Huber Park Date of Event 5-5-12

Name of Group Responsible Kiwanis Club of Western Kenosha

Person that is Responsible for License and Regulations CANDY EISENHAUER

Address 7515-26<sup>th</sup> AVE

Daytime # 262-496-9400 Evening # 262-496-9400 Cell # 262-496-9400

**Beer Selling Permlt Information**

Name of the licensed bartender(s) that will be responsible (must be licensed in the City of Kenosha).

GENE OLSON, FRED TENUTA, KURT ROEMER

Security Company/ Brief description of how security will be handled.

BEER AREA WILL BE FENCED IN AND MONITORED IDS WILL BE CHECKED BY KIWANIS PERSONNEL

Have you applied for the Temporary Class "B" Retailers License (from the City Clerk's Office)?

No  Yes, Indicate Application Date: ATTACHED

**\*A copy needs to be given to given to Park Division prior to event.**

Have you submitted the Certificate of Insurance with a liquor liability naming the City of Kenosha as additionally insured?

No  Yes, Indicate Application Date: ATTACHED

**\*A copy needs to be given to given to Park Division prior to event.**

CITY OF KENOSHA  
625-52ND STREET, KENOSHA, WISCONSIN 53140

**SPECIAL CLASS "B" BEER AND "CLASS B" WINE LICENSE**  
LICENSE NUMBER: 005629 120003 221

WHEREAS, the local governing body of the CITY OF KENOSHA, COUNTY OF KENOSHA, WISCONSIN, has, upon application duly made, granted and authorized the issuance of a SPECIAL CLASS "B" BEER AND "CLASS B" WINE License to 023426 KIWANIS CLUB OF WESTERN KENOSHA, PO BOX 602, KENOSHA, WI 53141

AND WHEREAS, said applicant has paid to the Treasurer the sum of \$ 10.00 for such SPECIAL CLASS "B" BEER AND "CLASS B" WINE License as provided by local ordinances and has complied with all requirements necessary for obtaining such licenses(s).

**KIWANIS CLUB OF WESTERN KENOSHA  
PO BOX 602 KENOSHA, WI 53141-0000  
HARBOR PARK/WISCONSIN MARATHON  
FOR THE PERIOD FROM 05/05/12 TO 05/05/12**



POST IN A CONSPICUOUS PLACE-TO SELL FERMENTED MALT  
BEVERAGES AND WINE UNDER PROVISIONS OF SECTIONS 125.26(6)  
AND 125.51(10), WI STATUTES AT A PICNIC, MEETING OR  
GATHERING

*Michael X. Akenson*

**PARK VENDING PERMIT APPLICATION  
CITY OF KENOSHA – PARK DIVISION**

**EACH INDIVIDUAL VENDOR MUST FILL OUT AN APPLICATION**

**EACH APPLICATION TO BE SUBMITTED TO THE PARK DIVISION  
BY THE ORGANIZATION IN CHARGE OF THE EVENT**

Name of the Event: Wisconsin Marathon

Location of the Event: Celebration Place Date of Event May 5, 2012

Name of Group/Organization providing the service Kiwanis Club of Western Kenosha

Contact Person Jim Pascucci

Address PO Box 602, Kenosha, WI 53141-0602

Daytime # 262-496-9400 Evening # 262-496-9400 Cell # 262-496-9400

**Product or Service Sold**

Please list all items to be sold or service provided. Attach an additional list, if necessary.

Brats, Hot Dogs, Coffee and Soda

If selling food, please indicate your Temporary Restaurant License # Non Profit - Western Kiwanis

Non-Food Item \_\_\_\_\_

**Detail of Vendor Set-up**

Please include what your vending site will contain (tables, tents, electricity, etc.[These items are not provided by the city])

**Insurance**

All vendors must supply a certificate of insurance for product and premises insurance in the amount of \$1,000,000 in the aggregate naming the City of Kenosha as 'additional insured', unless all vendors are being insured as an umbrella under the organizer's.

Insurance Company Supplied

A copy of the policy must be provided to the Park Division prior to the event.

**Signatures**

Vendor Signature Candice M. Euehaner

Date February 15, 2012



ATTN: JONATHAN



KIWANOS OP ID: 3Y

# CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)  
01/18/12

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

<b>PRODUCER</b> Hyjant Group Inc-Indianapolis 301 Pennsylvania Parkway, #201 Indianapolis, IN 46280 Donald J. Thompson Jr.	800-678-0381 317-817-5151	<b>CONTACT</b> NAME: PHONE (A/C, No, Ext): FAX (A/C, No): E-MAIL: ADDRESS:																					
<b>INSURED</b> Kiwanis International All Clubs and Their Members Insured Local Club: WESTERN KENOSHA % Dan Valer PO Box 675 Kenosha, WI 53141		<table border="1"> <tr> <th colspan="2">INSURER(S) AFFORDING COVERAGE</th> <th>NAD#</th> </tr> <tr> <td>INSURER A:</td> <td>Lexington Insurance Company</td> <td>019437</td> </tr> <tr> <td>INSURER B:</td> <td>Colony National Insurance Co</td> <td>34118</td> </tr> <tr> <td>INSURER C:</td> <td></td> <td></td> </tr> <tr> <td>INSURER D:</td> <td></td> <td></td> </tr> <tr> <td>INSURER E:</td> <td></td> <td></td> </tr> <tr> <td>INSURER F:</td> <td></td> <td></td> </tr> </table>	INSURER(S) AFFORDING COVERAGE		NAD#	INSURER A:	Lexington Insurance Company	019437	INSURER B:	Colony National Insurance Co	34118	INSURER C:			INSURER D:			INSURER E:			INSURER F:		
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INSURER E:																							
INSURER F:																							

COVERAGES CERTIFICATE NUMBER: REVISION NUMBER:

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

TYPE OF INSURANCE	ADDL. INSR. RISK / CODE	POLICY NUMBER	POLICY EFF. (MM/DD/YYYY)	POLICY EXP. (MM/DD/YYYY)	LIMITS
<b>A</b> GENERAL LIABILITY <input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR <input checked="" type="checkbox"/> AGG PER DISTRICT <b>A</b> <input checked="" type="checkbox"/> LIQUOR LIABILITY GEN'L AGGREGATE LIMIT APPLIES PER <input type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC	X	013136005	11/01/11	11/01/12	EACH OCCURRENCE \$ 2,000,000 DAMAGE TO RENTED PREMISES (EA occurrence) \$ 500,000 MED EXP (Any one person) \$ 5,000 PERSONAL & ADV INJURY \$ 2,000,000 GENERAL AGGREGATE \$ 2,000,000 PRODUCTS - COM/PROP AGG \$ 2,000,000 LIQUOR LI \$ 1,000,000
<b>A</b> AUTOMOBILE LIABILITY <input type="checkbox"/> ANY AUTO <input type="checkbox"/> ALL OWNED AUTOS <input checked="" type="checkbox"/> HIRED AUTOS <input checked="" type="checkbox"/> 3,000,000 <input type="checkbox"/> SCHEDULED AUTOS <input checked="" type="checkbox"/> NON-OWNED AUTOS <input checked="" type="checkbox"/> AGGREGATE		013136005	11/01/11	11/01/12	COMBINED SINGLE LIMIT (EA accident) \$ 1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$
<b>B</b> UMBRELLA LIAB <input checked="" type="checkbox"/> EXCESS LIAB <input checked="" type="checkbox"/> RETENTION \$ 10,000 <input type="checkbox"/> OCCUR <input type="checkbox"/> CLAIMS-MADE		AR3460925	11/01/11	11/01/12	EACH OCCURRENCE \$ 4,000,000 AGGREGATE \$ 4,000,000
<b>WORKERS COMPENSATION AND EMPLOYERS' LIABILITY</b> ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y/N	N/A			WC STATUTORY LIMIT \$ OTH-ER \$ E.L. EACH ACCIDENT \$ E.L. DISEASE - EA EMPLOYEE \$ E.L. DISEASE - POLICY LIMIT \$
<b>A</b> SELF INSURED RETENTION		013136005	11/01/11	11/01/12	ALL CLAIM 75,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (Attach ACORD 101, Additional Remarks Schedule, if more space is required)  
Certificate holder is named as Additional Insured as respects General Liability regarding the following Kiwanis event: May 5, 12 or any other dates during the policy term-Food sales @ 2012 Wisconsin Marathon Harbor Park (setup/take down, rain date(s) included)

<b>CERTIFICATE HOLDER</b>  ALLCERT  City of Kenosha Park Division 625 52nd St Kenosha, WI 53140	<b>CANCELLATION</b>  SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.  AUTHORIZED REPRESENTATIVE 
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**Engineering Division**  
Shelly Billingsley P.E.  
Director of Engineering  
**Fleet Maintenance**  
Mauro Lenci  
Superintendent  
**Park Division**  
Jeff Warnock  
Superintendent

**Street Division**  
John H. Prijic  
Superintendent  
**Waste Division**  
Rocky Bednar  
Superintendent

C-2

## DEPARTMENT OF PUBLIC WORKS

**Michael M. Lemens, P.E., Director**

Municipal Building · 625 52<sup>nd</sup> ST · RM 305 · Kenosha, WI 53140  
Telephone (262) 653-4050 · Fax (262) 653-4056

February 23, 2012

**TO:** Chairman Michael Orth, Board of Park Commissioners  
Chairman G. John Ruffolo, Public Works Committee

**CC:** District 1 – Alderperson Ted Ruffalo

**FROM:** Jeff Warnock, Park Superintendent

**RE:** Taste of Wisconsin

**Request:** The Kiwanis Club of Western Kiwanis is seeking permission to use Celebration Place instead of the HarborPark Promenade. The event will be held on July 27 – 29, 2012. They would also would like to extend the closing time to 11:00 pm on Friday and Saturday; utilize park equipment and to sell fermented malt beverages.

**History:** This will be the 4<sup>th</sup> Annual Taste of Wisconsin with proceeds used to help support local charities and service organization. The event has been held on the Promenade along the south side of the harbor. The organization feels that they have outgrown this area and need to expand.

**Costs:** 2010 – Paid \$2,066.90 (50% sponsorship)  
2011 – Paid \$3,067.08 (50% sponsorship)

2012 - 80 Benches = \$240; 80 Picnic Tables = \$1,200; Fencing TBD on needs with the new location; Other costs for labor and additional equipment as requested.

**Recommendation:** To approve the event, use of park equipment, extension of time and to allow the sale of fermented malt beverages. Fees to be invoiced to the organization



City of Kenosha Parks Department and Public Works Committees

Taste of Wisconsin/Kiwanis Club of Western Kiwanis would like to request the use of Celebration Place for the Taste of Wisconsin 2012 Festival, July 27, 28 & 29, 2012. We have outgrown our location of the Harbor Park Promenade and feel we have a better opportunity to grow at Celebration Place.

We ask that we be allowed to stay open until 11:00 PM on Friday and Saturday and will close at our regular time of 7:00 on Sunday. As we are moving to Celebration Place there are no residential neighborhoods close by to be effected by the festival hours. We of course would still maintain security throughout that extra hour.

Attached is a mock up of the festival grounds. Parking would be across the street in the two grass lots directly east of the museums. Handicap parking could be posted along Ring Road. We estimate at least 30 parking spaces for handicap. We would place barricades in the Museum parking lots posting Museum parking only.

If you have any questions please feel free to contact me and we will see you at the Parks and Public Works Committee Meetings.

Thank You  
Candy Eisenhauer  
262-496-9400  
cmecdw@aol.com

Rec'd 2/16/12

**SPECIAL EVENT APPLICATION  
CITY OF KENOSHA – PARK DIVISION**

Please note that this application does not guarantee approval of your event or equipment requested. The event will need the approval of the Board of Park Commissioners and/or the Superintendent of Parks .

**EVENT ORGANIZATION INFORMATION**

Name of Responsible Organization Kiwanis Club of Western Kenosha

Contact Person who is responsible for event: Candy Eisenhauer

Address: 7515 26th Avenue

City/State/Zip Kenosha, WI 53143

Daytime # 262-652-0127 Evening # 262-652-0127 Cell# 262-496-9400

Fax # 262-942-9402 E-mail: cmecdw@aol.com

Is the Host Organization a 501(c)-3? Yes, provide ES# 39-1783091

**EVENT INFORMATION**

Name of the Event: Taste of Wisconsin 2012

Date Requested: July 27, 28, 29 Rain Date \_\_\_\_\_

Location Requested: Celebration Place Estimated Attendance 35,000

Charitable Event:  No  Yes, Proceeds donated to Kiwanis Charities

Brief Description of the Event: Taste of Wisconsin is a food and music festival  
This will be the 4th Annual. Proceeds help support our local charities and  
service organizations

Set up date and time: July 25th beginning at 8:00 AM

Time of Event: 3-11 Friday 11-11 Saturday 11-7 Sunday

Take down date and time: Monday July 30th

**FOR OFFICE USE ONLY:**

Application Packet Received \_\_\_\_\_ Administrative/Commission Approval \_\_\_\_\_

Copies sent to: Alderman \_\_\_\_\_ Dirk \_\_\_\_\_ Police \_\_\_\_\_

Other: \_\_\_\_\_

**PARK VENDING PERMIT APPLICATION  
CITY OF KENOSHA – PARK DIVISION**

**EACH INDIVIDUAL VENDOR MUST FILL OUT AN APPLICATION**

**EACH APPLICATION TO BE SUBMITTED TO THE PARK DIVISION  
BY THE ORGANIZATION IN CHARGE OF THE EVENT**

Name of the Event: Taste of Wisconsin 2012

Location of the Event: Celebration Place Date of Event July 27, 28, 29

Name of Group/Organization providing the service Kiwanis Club of Western Kenosha

Contact Person Candy Eisenhauer

Address 7515 26th Avenue, Kenosha, WI 53143

Daytime # 262-496-9400 Evening # 262-496-9400 Cell # 262-496-9400

**Product or Service Sold**

Please list all items to be sold or service provided. Attach an additional list, if necessary.

Vendors will carry Certificates of Insurance naming Kiwanis Club of Western Kenosha and City of Kenosha, Vendors will supply Temporary Restaurant Licenses and will be inspected by Kenosha County Health Department Inspectors

If selling food, please indicate your Temporary Restaurant License # Non Profit - Western Kiwanis

Non-Food Item \_\_\_\_\_

**Detail of Vendor Set-up**

Please include what your vending site will contain (tables, tents, electricity, etc.[These items are not provided by the city])

**Insurance**

All vendors must supply a certificate of insurance for product and premises insurance in the amount of \$1,000,000 in the aggregate naming the City of Kenosha as 'additional insured', unless all vendors are being insured as an umbrella under the organizer's.

Insurance Company \_\_\_\_\_

A copy of the policy must be provided to the Park Division prior to the event.

**Signatures**

Vendor Signature \_\_\_\_\_ Date \_\_\_\_\_

Vendors are being coordinated between Western Kiwanis and Kenosha County Health Department

**EQUIPMENT RENTAL REQUEST  
CITY OF KENOSHA – PARK DIVISION**

To assist you with your special event, the Kenosha Park Division does have equipment available for rent to your organization. The location of this equipment must be noted on the site and/or route plan you have attached to this application.

no  
yes/no      Electric: See Item #8 in the manual. Service varies by location. The organization may be required to provide their own generators in order to supply the level of service required for your event.

no  
yes/no      Water: Varies by location

**If your event requires any of the following equipment, please indicate the number you are requesting. Please do not list "same as last year"**

80 Benches                      80 Picnic Tables                      120 Trash Containers

8 Barricades                      yes Snow fencing                      yes Portable fencing

no Bleachers                      no Reviewing Stands

no Showmobile(new)                      no Showmobile(old)

Other Special Requests: \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

NOTE: The organization will be notified if equipment requested is available for the date of your event.

See Attached Fees Schedule

**PUBLIC AMPLIFICATION PERMIT APPLICATION  
CITY OF KENOSHA – PARK DIVISION**

By ordinance, public amplification is not allowed in City Parks except by permission from the Board of Park Commissioners. Permission for amplification does not exempt a group from obeying Ordinance restrictions on the volume of sound. Please be considerate of park neighbors and other park users. When notifying the alderman and neighborhood association (if necessary) about your event, be sure to include detailed information about any plans you have for amplified sound.

**Event Information:**

Name of Event Taste of Wisconsin 2012

Location of Event: Celebration Place Date of Event July 27, 28, 29

Contact Person Candy Eisenhauer

**Type of Amplified Sound**

- DJ
- Sound System
- Speeches/Announcements
- Karaoke
- Other (please specify) \_\_\_\_\_

Requested time of amplification: Start: Friday 3PM Ending 11PM  
Saturday 11AM 11PM  
Sunday 11AM 7PM

**Name of Company and/or Individual handling the amplification of the event:**

Candy Eisenhauer - Sound will be run by Kiwanis member volunteers on each stage

Daytime # 262-496-9400 Evening # 262-496-9400 Cell # 262-496-9400

See Attachment D1 for an excerpt of the Noise Ordinance or go to the City of Kenosha web site at [www.kenosha.org](http://www.kenosha.org) and click on General Ordinances and review Section 23.

**TEMPORARY STRUCTURE  
CITY OF KENOSHA - PARK DIVISION**

Name of Event Taste of Wisconsin 2012

Park Requested Celebration Place Date of Event: July 27, 28, 29

Type of Temporary Structure

Tent

Staging

Trailers

Inflatables

Dunk Tank

Other, Please explain \_\_\_\_\_

Vendor Information

Name of Company/Individual: Top Choice

Work # \_\_\_\_\_ Home # \_\_\_\_\_ Cell \_\_\_\_\_

Insurance

All vendors that are supplying the organization with a temporary structure must supply a certificate of insurance for product and premises insurance in the amount of \$1,000,000 in the aggregate naming the City of Kenosha as 'additional insured', unless all vendors are being insured as an umbrella under the organizer's. Copy to be attached or sent to the Park Department 30 days prior to the event.

Insurance Company \_\_\_\_\_ Insurance Policy No. \_\_\_\_\_

Signatures

Vendor Signature \_\_\_\_\_ Date \_\_\_\_\_

Park Division Authorization \_\_\_\_\_ Date \_\_\_\_\_

**FERMENTED MALT BEVERAGE SALES APPLICATION  
CITY OF KENOSHA – PARK DIVISION**

Name of Event: Taste of Wisconsin 2012

Location of Event Celebration Place Date of Event July 27, 28, 29

Name of Group Responsible Kiwanis Club of Western Kenosha

Person that is Responsible for License and Regulations Candy Eisenhauer

Address 7515-26th Avenue

Daytime # 262-496-9400 Evening # 262-496-9400 Cell # 262-496-9400

**Beer Selling Permit Information**

Name of the licensed bartender(s) that will be responsible (must be licensed in the City of Kenosha).

Gene Olson, Fred Tenuta and Kurt Roemer.

Security Company/ Brief description of how security will be handled.

Kenosha Private Police - IDs will be checked by Kiwanis Personal. Park will be fenced and each gate will have a security guard and Kiwanis Volunteers to monitor comings and goings. Festival goers will be required to show wrist band to purchase alcohol.

Have you applied for the Temporary Class "B" Retailers License (from the City Clerk's Office)?

No  Yes, Indicate Application Date: January 2012 - License has been received

**\*A copy needs to be given to given to Park Division prior to event.**

Have you submitted the Certificate of Insurance with a liquor liability naming the City of Kenosha as additionally insured?

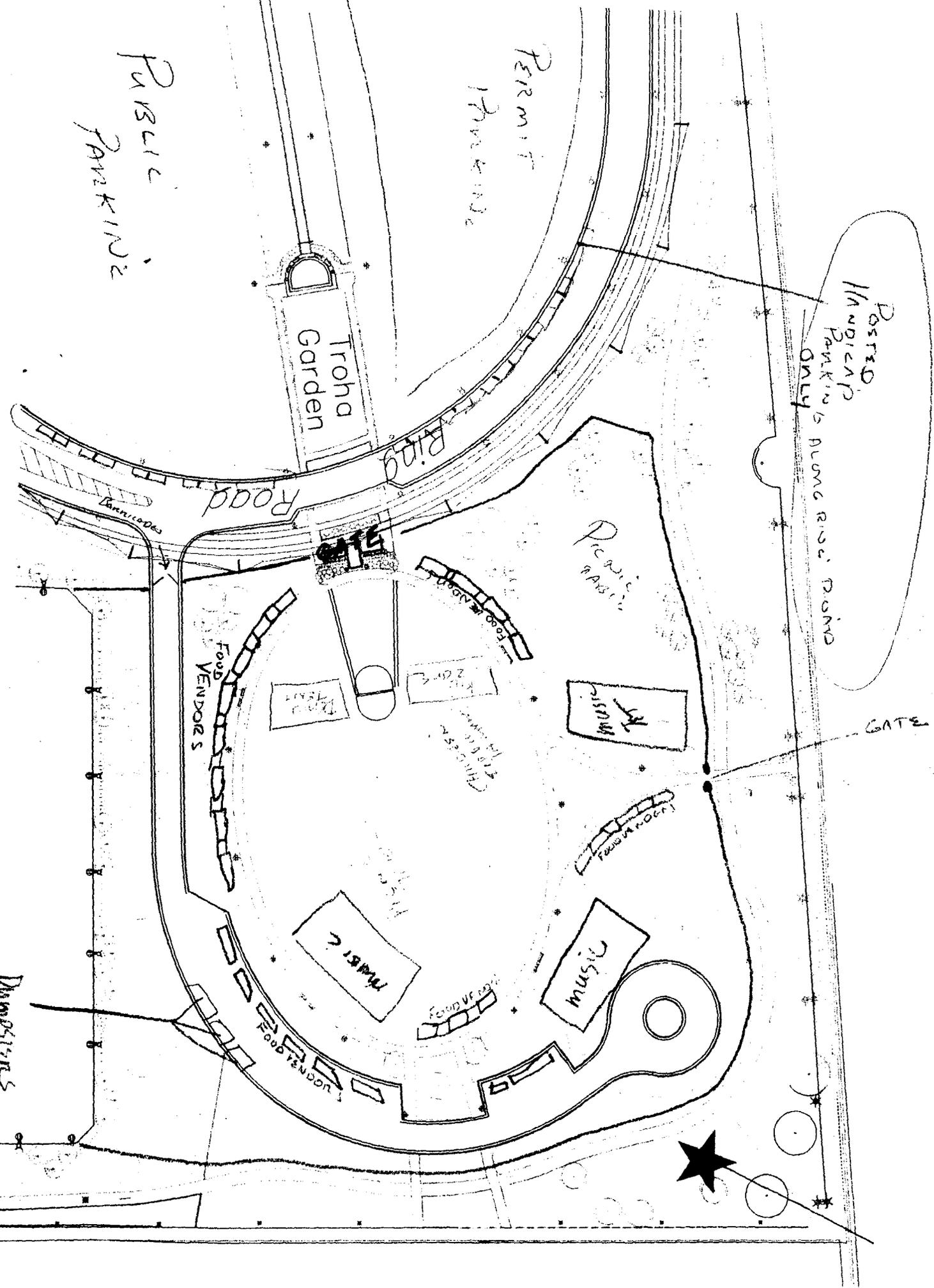
No  Yes, Indicate Application Date: Certificate will be sent from Kiwanis International

**\*A copy needs to be given to given to Park Division prior to event.**

Public  
Parkings

Permit  
Parkings

POSTED  
HANDICAP  
PARKING ALONG ROAD BOUND



Dampsters

Troha  
Garden

Ring  
Road

Picnic  
Area

Music

Market

Market

Food  
Vendors

GATE



**CITY OF KENOSHA  
625-52ND STREET, KENOSHA, WISCONSIN 53140**

**SPECIAL CLASS "B" BEER AND "CLASS B" WINE LICENSE  
LICENSE NUMBER: 005629 120002 221**

**WHEREAS**, the local governing body of the **CITY OF KENOSHA, COUNTY OF KENOSHA, WISCONSIN**, has, upon application duly made, granted and authorized the issuance of a **SPECIAL CLASS "B" BEER AND "CLASS B" WINE** License to **023426 KIWANIS CLUB OF WESTERN KENOSHA ,PO BOX 602 , KENOSHA, WI 53141**

**AND WHEREAS**, said applicant has paid to the Treasurer the sum of **\$ 10.00** for such **SPECIAL CLASS "B" BEER AND "CLASS B" WINE** License as provided by local ordinances and has complied with all requirements necessary for obtaining such licenses(s).

**KIWANIS CLUB OF WESTERN KENOSHA  
PO BOX 602 KENOSHA, WI 53141-0000  
HARBOR PARK/ TASTE OF WISCONSIN  
FOR THE PERIOD FROM 07/27/12 TO 07/29/12**



**POST IN A CONSPICUOUS PLACE TO SELL FERMENTED MALT BEVERAGES AND WINE UNDER PROVISIONS OF SECTIONS 125.26(6) AND 125.51(10), WI STATUTES AT A PICNIC, MEETING OR GATHERING**

*Michael K. Stegman*



**Engineering Division**  
Shelly Billingsley P.E.  
Director of Engineering  
**Fleet Maintenance**  
Mauro Lenci  
Superintendent  
**Park Division**  
Jeff Warnock  
Superintendent

**Street Division**  
John H. Prijc  
Superintendent  
**Waste Division**  
Rocky Bednar  
Superintendent

C-3

## DEPARTMENT OF PUBLIC WORKS

**Michael M. Lemens, P.E., Director**

Municipal Building · 625 52<sup>nd</sup> ST · RM 305 · Kenosha, WI 53140  
Telephone (262) 653-4050 · Fax (262) 653-4056

February 7, 2012

**TO:** Chairman Michael Orth, Board of Park Commissioners  
Chairman G. John Ruffolo, Public Works Committee

**FROM:** Jeff Warnock, Park Superintendent

**RE:** Grill Games 2012

A request has been received from the Kenosha Area Chamber of Commerce Foundation to hold their 2<sup>nd</sup> Annual Grill Games in Harbor Park and Celebration Place. The set-up for the event will be on Thursday August 23, 2012 with the event being from Friday August 24<sup>th</sup> from 3:00 pm – 11:00 pm and Saturday August 25<sup>th</sup> from 10:00 am to 11:00 pm. The organization is requesting permission for the event, to sell fermented malt beverages, an extension of the ending time to 11:00 pm and also full co-sponsorship.

### Costs

2010 – event was not held

2011 - \$4, 457 – full sponsorship

2012 – estimated cost based on current requirements: \$3,400

50 benches \$150.00; 50 picnic tables \$750; Showmobile \$500;

Snow fencing for the area – number of feet not determined – approx. \$2,000

Additional equipment or labor would be charged as required by the organization

Recommendation: To approve the requests with fees being billed to the organization.

SPECIAL EVENT APPLICATION  
CITY OF KENOSHA - PARK DIVISION

Please note that this application does not guarantee approval of your event or equipment requested. The event will need the approval of the Board of Park Commissioners and/or the Superintendent of Parks.

EVENT ORGANIZATION INFORMATION

Name of Responsible Organization Kenosha Area Chamber of Commerce Foundation

Contact Person who is responsible for event: Lou Molitor

Address: 600 52nd ST STE 130

City/State/Zip Kenosha WI 53140

Daytime # 2626541234 x113 Evening # 2622372316 Cell# 2622372316

Fax # 2626544655 E-mail: lou@kenoshaarea.com

Is the Host Organization a 501(c)-3? Yes, provide ES# 42706

EVENT INFORMATION

Name of the Event: GRILL GAMES

Date Requested: FRIDAY, AUGUST 24, 2012 + SATURDAY, AUGUST 25, 2012 Rain Date NONE

Location Requested: Celebration Place / Harbor Park (East of Museum) Estimated Attendance 15K (2 days)

Charitable Event: No  Yes, Proceeds donated to Youth Services - Kenosha County

Brief Description of the Event: BBQ Contest and Music Festival; Kansas City Barbeque Society competition, celebrity BBQ contest, Corporate BBQ contest, Regional and local music entertainment with family area and carnival

Set up date and time: Thursday August 23, 2012 @ 1:00pm + FRIDAY AUG 24 8:00 AM to 1:00 PM

Time of Event: FRI, AUG 24: 3:00 pm to 11:00 pm; SATURDAY, AUG 25: 10:00 AM to 11:00 pm

Take down date and time: Sunday, August 26, 2012 8:00 AM

FOR OFFICE USE ONLY:

Application Packet Received \_\_\_\_\_ Admin. Or Commission Approval \_\_\_\_\_

Copies sent to: Alderman T. Ruffalo Dirk Police

Fire Public Works (Admin Streets)

**EQUIPMENT RENTAL REQUEST  
CITY OF KENOSHA – PARK DIVISION**

To assist you with your special event, the Kenosha Park Division does have equipment available for rent to your organization. The location of this equipment must be noted on the site and/or route plan you have attached to this application.

yes  
yes/no

Electric: See Item #8 in the manual. Service varies by location. The organization may be required to provide their own generators in order to supply the level of service required for your event.

yes  
yes/no

Water: Varies by location

**If your event requires any of the following equipment, please indicate the number you are requesting. Please do not list "same as last year"**

50 Benches

50 Picnic Tables

9 (street)  
Barricades

yes Snow fencing

\_\_\_\_\_ Bleachers

\_\_\_\_\_ Reviewing Stands

Fri & Sat Showmobile(new)

\_\_\_\_\_ Showmobile(old)

40 Grease Containers?  
Trash Containers  
6 Ash Container  
yes Portable fencing  
per disk for VIP area

Other Special Requests: \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

NOTE: The organization will be notified if equipment requested is available for the date of your event.

See Attached Fees Schedule

**FERMENTED MALT BEVERAGE SALES APPLICATION  
CITY OF KENOSHA – PARK DIVISION**

Name of Event: GRILL GAMES

Location of Event Celebration Place/Harbor Park Date of Event 8/24-25/2012

Name of Group Responsible Kenosh Area Chamber of Commerce Foundation

Person that is Responsible for License and Regulations Lou Molitor

Address 600 32nd ST STE 130 Kenosha, WI 53140

Daytime # 262 654 1234 Evening # 262 237 2316 Cell # 262 237 2316  
X113

**Beer Selling Permit Information**

Name of the licensed bartender(s) that will be responsible (must be licensed in the City of Kenosha).  
to be furnished, arrangements thru CSW  
and Y-Link, the Chambers Young Professional Group  
with licensed bartenders

Security Company/ Brief description of how security will be handled.  
Kenosha Private Police - 2-4 security guards and volunteer  
security personnel

Have you applied for the Temporary Class "B" Retailers License (from the City Clerk's Office)?  
 No  Yes, Indicate Application Date: \_\_\_\_\_

**\*A copy needs to be given to given to Park Division prior to event.**

Have you submitted the Certificate of Insurance with a liquor liability naming the City of Kenosha as additionally insured?  
 No  Yes, Indicate Application Date: \_\_\_\_\_

**\*A copy needs to be given to given to Park Division prior to event.**

APPLICATION FOR PEDDLER STAND

C-4

CITY OF KENOSHA

TERM: October 1 through September 30\*

(the location shall be sent for renewal unless an amendment is filed to relocate)

13.035 PEDDLER'S STANDS AND OTHER STRUCTURES AS OBSTRUCTIONS

No person, firm, party or corporation shall place or maintain a stand or structure from which peddling, as defined in §13.03, Ordinances, is engaged in or which are used for any other purposes, upon any City property, including street rights-of-way, sidewalks and lawn park areas, without first having obtained permission of the Common Council.

D125-2985-4348-00

Type: 129
Fee: \$100.00/application

- 1. Applicant Name GARY DOEPGEN
2. Attach a copy of Driver's License or ID. \*Check here if attached [checked]
3. a. Residence Address (Address, City, State, Zip) 1065 WHITE OAK DR. UNION GROVE WI 53182
b. Phone Number (Including Area Code) (262) 676-3120
4. Business Name & Address WADE'S FILLING STATION, 1065 WHITE OAK DR. UNION GROVE, WI 53182
5. Location of Stand 5th + 3rd Ave Parking Lot, Across from Playground - ATTACH "A"
6. Is stand located in City park? Yes [checked] No If answer is yes, attach approved park use agreement between applicant and the City of Kenosha Parks Department. \*PARKING LOT
7. Date(s) stand will operate: MARCH 1st through NOV - WEATHER PERMITTING.
8. Hours of operation (Peddling is permitted at a stand location between the hours of 9:00 a.m. and 8:00 p.m.: 10:00 A.M. - 7:00 P.M.
9. Describe the food, beverages, merchandise or services to be sold: HOT DOGS, ITAL. BEEF, BBQ PORK SAND., BRATS, SODA.
10. Are you Selling Food? yes If selling food, a Copy of your Kenosha County Food permit must be attached to his application. \*Check here if attached yes - STATE.

\*Term. An approved location shall be limited to thirty (30) consecutive days. Each stand may be relocated (subject to the filing of an amendment during the term of the permit and upon Common Council approval.)

hereby appoint the municipal clerk for the City of Kenosha or his/her agent to accept service of process in any civil action brought against me in connection with direct sales activities if I cannot, after reasonable effort, be personally served. I have read and understand the "Applicants Please Read" section of this application. I hereby certify that I am the applicant named in the foregoing application, and I have read each and every question and answered each and every question truly, correctly and completely, under penalty of law for failure to do so.

Applicant's Signature Gary Doepgen Date: 1-12-12

to be completed by Clerk:
Date Received and Filed Reported to Council/Granted Issued Initials

**AMENDMENT OF LOCATION**

Location of Stand LAT. 42° 35' 3.82" N Long. 87° 48' 51.07" W: SW CORNER 54th + 3rd.

Applicant's Signature Mary Deppen Date: 1-11-12.

**13.035 PEDDLER'S STANDS AND OTHER STRUCTURES AS OBSTRUCTIONS**

No person, firm, party or corporation shall place or maintain a stand or structure from which peddling, as defined in §13.03, Ordinances, is engaged in or which are used for any other purposes, upon any City property, including street rights-of-way, sidewalks and lawn park areas, (without first having obtained permission of the Common Council) Peddler's stands shall not be authorized within eight hundred (800') feet of any permanent business retailing similar or competing products located in a permanent building or structure and peddler's stands and other structures shall not be authorized where likely to create a public or private nuisance, or otherwise disturb the peace or obstruct vehicular or pedestrian traffic.

A person shall be deemed to have a "stand", although there is no structure associated therewith, whenever a person remains in any one location for more than one (1) hour within an eight (8) hour period of time. A "location" shall be defined as any City property including street rights-of-way, sidewalks and lawn park areas. A "right-of-way" shall be defined as being within one hundred fifty (150') feet of any street or highway intersection measured from the center point thereof and shall also be defined as being within a right-of-way on either side of a street or highway from intersection to intersection.

Applications for permits shall be filed with the City Clerk on forms approved by the City Clerk, accompanied by a fee of One Hundred (\$100) Dollars. (Permits shall be non-proratable and shall be for the period October 1 through September 30 of each year.) A separate permit shall be required for each "stand". (Person(s) peddling from a stand as defined herein shall not be required to hold an individual peddler's license as required by §13.03.

A. Review. In reviewing a peddler stand permit application, the Common Council shall consider whether the proposed stand transactions are:

- (1) Customarily associated with public use and enjoyment of the location proposed for the stand.
- (2) In furtherance of public use and enjoyment of the location proposed for the stand.
- (3) Incidental to an appropriate recreational or cultural use of the location proposed for the stand.

B. Operation. Peddler stands issued a permit pursuant to Subsection A shall be subject to the following operations requirements:

- (1) Location. The stand location shall be limited to the area described in the permit application and approved by the Council.
- (2) Term. An approved location shall be limited to thirty (30) consecutive days. Each stand may be relocated subject to the filing of a new permit application during the term of the permit and upon Common Council approval.
- (3) Hours of Operation. Peddling is permitted at a stand location between the hours of 9:00 a.m. and 8:00 p.m.
- (4) Special Events. Vendors associated with City approved special events shall not be required to obtain a peddler stand permit for the approved special event.
- (5) Utilities. Vendors which require use of public utilities shall pay utility charges as designated by Superintendent of Parks.
- (6) Noise. Noise levels emanating from the stand shall be kept to a minimum and shall be reasonable so as not to disturb the peace and quiet of those in the vicinity, including but not limited to residents, merchants and customers. Vendors shall be subject to all applicable City ordinances regarding noise and amplification and this ordinance shall not be interpreted to expand or contradict those other ordinances. In the event of a conflict, the more strict regulation or ordinance shall apply.

**APPLICANTS PLEASE READ**

NOTICE: If this application contains statements or information which is not true, correct and/or complete in any material respect, it may be denied. You may be subject to a forfeiture of five hundred (\$500) dollars, your license fee will be forfeited, you may be ineligible to reapply for this license for thirty days, and you may be subject to twenty-five demerit points. §1.22 of the Code of General Ordinances states the following:

A. Prohibition - It shall be unlawful for any person, acting as an individual, a partner, a corporate officer, or an agent, to execute or file with any City Department, or to authorize any person to do so on their behalf, a license or permit application which is not true, correct and/or complete in all material respects and which was known by said person to be untrue, incorrect and/or incomplete. The term "in all material respects" shall mean with respect to some fact, which, if known to the granting authority, would be a basis or a consideration for license or permit denial. B. Penalty 1) Any person violating Subsection A. above, shall, upon conviction thereof, be subject to a forfeiture not to exceed Five Hundred (\$500) Dollars, plus the payment of the costs of prosecution, and, in default of the timely payment thereof, shall be committed to the County Jail until such forfeiture has been paid, but not to exceed a period of thirty (30) days. 2) The license or permit granting authority may grant, but withhold the issuance of, any license or permit for a period not to exceed thirty (30) days from the date of granting under circumstances wherein an application is found by the granting authority to have violated Section A. above, and the applicant was provided with an opportunity to appear before the granting authority. The granting authority may also issue a written warning to the applicant which shall be made part of their license/permit record for two consecutive license/permit years. Where such finding and penalty is made and imposed by other than the Common Council, applicant may, within ten days of receipt of oral or written notice of the imposition of any such penalty, whichever is first, if both oral and written notice is provided, file a Notice of Appeal with the City Clerk and have such matter reviewed by the Common Council.

Per §1.225 of the Code of General Ordinances, "The first Twenty-five Dollars of the application fee for any License/Permit shall be retained by the City in the event of a License/Permit denial or the withdrawal of the application by applicant for administrative and processing costs, and the balance, if any, refunded to the applicant. Where the application fee is less than Twenty-five Dollars, the entire application fee shall be retained by the City for administrative and processing costs.

WISCONSIN



DRIVER LICENSE - Regular  
D125-2985-4348-00

Donor  
Sticker  
Here

Sex: M Hair: BRO Eyes: BRO Height: 6'00" Weight: 192

Restrictions on Back Issued 09-20-2010  
DOB 09-28-1954 Expires 09-28-2018

GARY V  
DOEPGEN  
1065 WHITE OAK DR  
UNION GROVE, WI 53182

*Gary Doepgen*

# ATTACHMENT "A"



Google earth

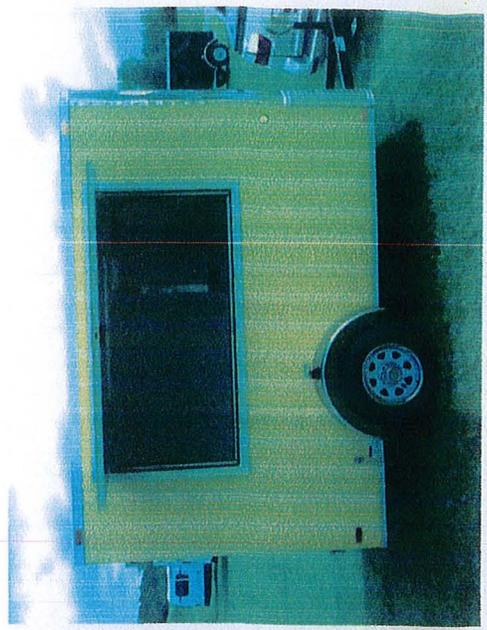
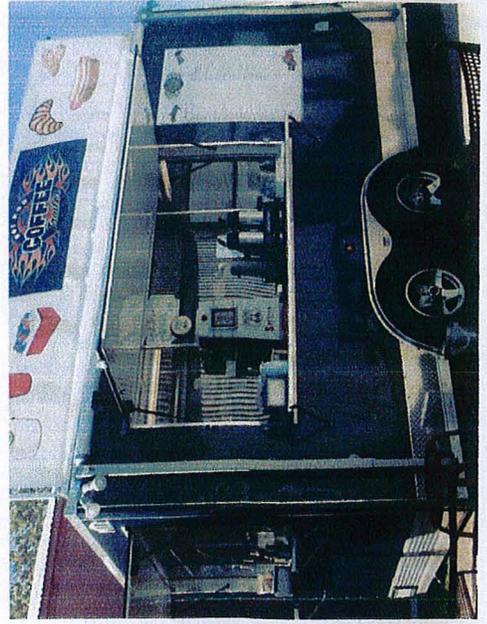
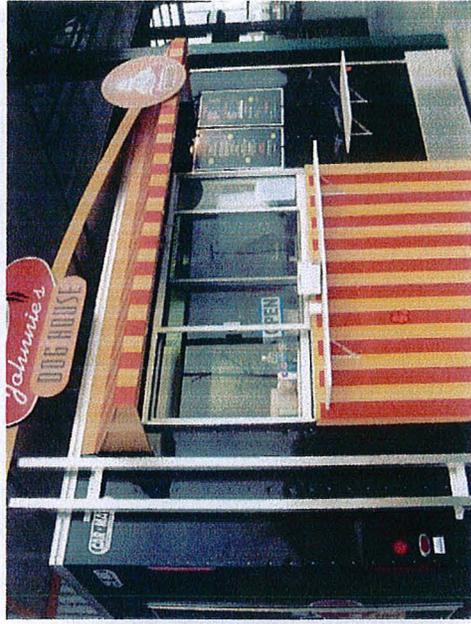
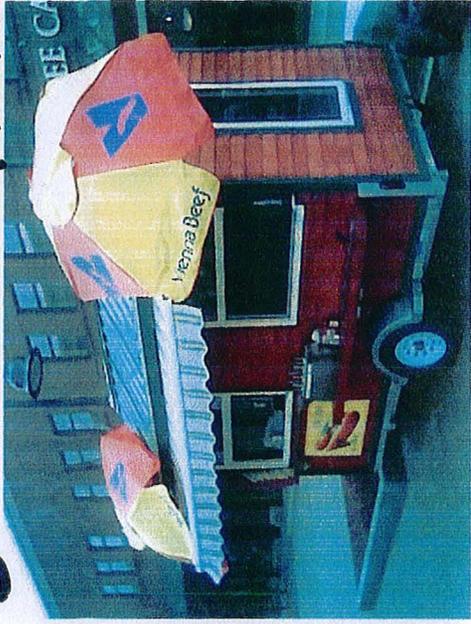


**ATTACHMENT "A"**

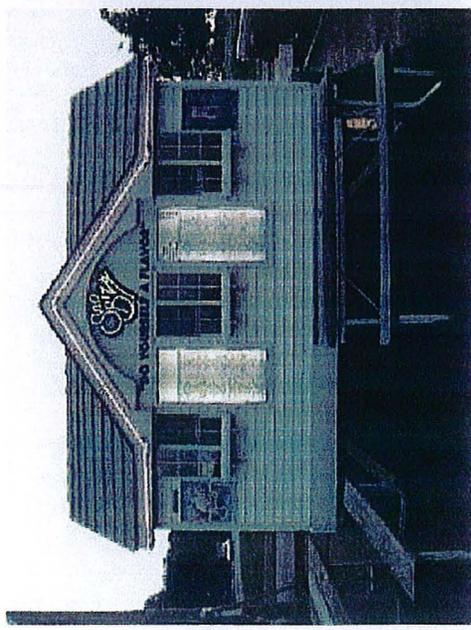
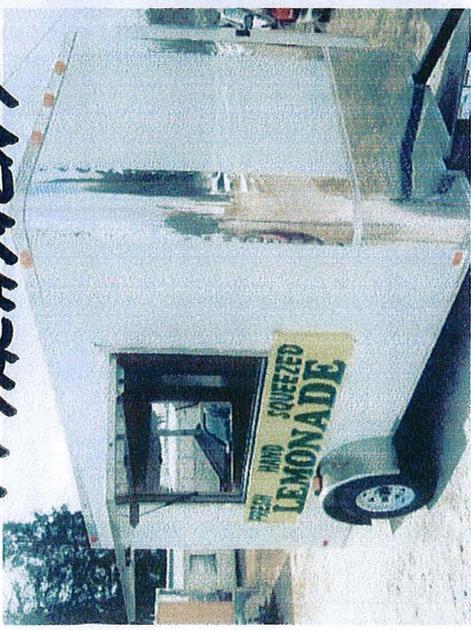


**X MARKS THE PROPOSED SPOT**

PROPOSED



ATTACHMENT



# Wade's

## Filling Station

**HOT DOGS**

**BEEF SANDWICHES**

City of Kenosha  
City Clerk's Office/Public Works Dept.  
625 52<sup>nd</sup> St.  
Kenosha, WI 53140

January 11, 2012

RE: Letter of Intent and Application for Peddler Stand

Dear Sir or Madam:

I am enclosing a Proposal and Application for your review.

My Business is under the name of: Wade's Filling Station and is a Sole Proprietorship. My company is a Mobile Restaurant. I am an established fully licensed operation, licensed with the State of Wisconsin Health Department and hold a valid Food Management Certification. This is a fast food enterprise, primarily selling Hotdogs and Beef Sandwiches, Barbeque Pork Sandwiches and Brats. My business is fully insured and I work out of a state licensed commissary within the State of Wisconsin Health Department codes.

With my submittal of application, my intention is to utilize a space for our stand in the parking lot of the City's property on the NW side of the Southport Marine approximate in size of 15'x10' (one parking stall) as outlined in Attachment "A". This location puts the stand within the guidelines of the city ordinance, 13.035. My intention would be to have working hours of operation from 10:00 A.M. to 7:00 P.M. within the guidelines of the City's ordinance for Peddlers (Sec13.03), on a 6-day week schedule. My business would be functional on a monthly basis within the months of March 1<sup>st</sup> to November 15<sup>th</sup> within the calendar year, weather dependant of course. The unit would be removed daily and would not stay on site at night and would require an electrical hook up to one of your lamp poles or electrical boxes in the proximity of the proposed location. I would like to ask upon consideration of the planning council that they would allow me to keep the unit there overnight within the operational yearly term that I have outlined.

I am proposing a new concession trailer or a Modular unit built on wheels. Please see the attached pictures labeled Attachment "B". This would also be a benefit and an attraction to the area at the lakefront as well to promote the goodwill of the area adding the flair of a Hotdog Stand. I could be available for city events as well if you'd like.

Please feel free to contact me with any questions you may have relative to my Application.

Thank you,



Gary Doepgen  
Wade's Filling Station

**STATE OF WISCONSIN  
DEPARTMENT OF HEALTH SERVICES  
Division of Public Health**

***License, Permit or Registration***

The person, firm, or corporation whose name appears on this certificate has complied with the provisions of the Wisconsin statutes and is here by authorized to engage in the activity as indicated below.

<b>ACTIVITY</b> <b>Mobile Service Base - Prepackaged</b>	<b>EXPIRATION DATE</b> 30-Jun-2012	<b>I.D. NUMBER</b> RGON-8KTPBD
<b>LICENSEE MAILING ADDRESS</b> GARY DOEPGEN 1065 WHITE OAK DR UNION GROVE WI 53182	<b>NOT TRANSFERABLE</b>	<b>BUSINESS / ESTABLISHMENT ADDRESS</b> WADE'S FILLING STATION 1065 WHITE OAK DR UNION GROVE WI 53182

All Permits expire on June 30th; it is the responsibility of the licensee to make sure all applicable fees are received by the department before July 15th or a late payment fee will be assessed.

If you do not receive a renewal form prior to June 30th from your licensing authority, you should send in your payment for renewing your permit to the following address:

DEPARTMENT OF HEALTH SERVICES  
PO BOX 2659  
MADISON, WI 53701-2659  
Phone: (608) 266-2835

\* Include the name of your facility and the ID number.



WISCONSIN DEPARTMENT OF REVENUE  
 PO BOX 8902  
 MADISON, WI 53708-8902

**State of Wisconsin • DEPARTMENT OF REVENUE**

REGISTRATION UNIT  
 2135 RIMROCK RD PO BOX 8902 MADISON, WI 53708-8902  
 PHONE: 608-266-2776 FAX: 608-261-6248  
 EMAIL: sales10@revenue.wi.gov WEBSITE: www.revenue.wi.gov

GARY DOEPGEN  
 1065 WHITE OAK DR  
 UNION GROVE WI 53182-1290

Letter ID: L1186616768  
 Batch Index: 1219490304-14

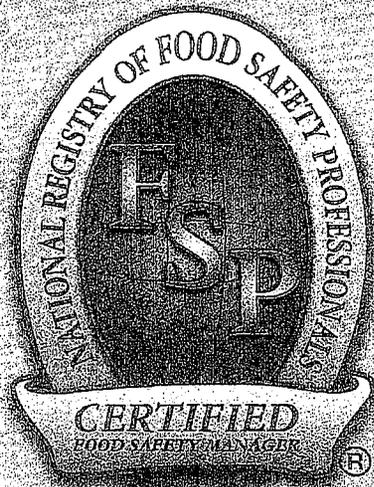
Wisconsin Department of Revenue  
 Seller's Permit

LEGAL/REAL NAME: GARY DOEPGEN  
 BUSINESS NAME: WADE'S FILLING STATION  
 1065 WHITE OAK DR  
 UNION GROVE WI 53182-1290

The seller whose name appears above is authorized to engage in the business of selling tangible personal property and taxable services at the location shown. This permit is not transferable and is not valid at any other location. This permit must be conspicuously displayed at the place of business for which issued. Return this permit to the Department if you discontinue sales of taxable property and services at this location.

If your business is not operated from a fixed location, such as craft shows, flea markets, etc., this permit should be displayed or carried with you to the various events.

Tax Type	Account Type	Account Number
Sales & Use Tax	Seller's Permit	456-1024694283-03



5728 Major Blvd., Suite 750, Orlando, FL 32819  
P. (800) 446-0257, F. (407) 352-3603, www.NRFSP.com  
National Registry of Food Safety Professionals®

# THE NATIONAL REGISTRY OF FOOD SAFETY PROFESSIONALS®

CERTIFIES

**GARY V DOEPGEN**

HAS SUCCESSFULLY SATISFIED THE REQUIREMENTS FOR

**THE FOOD SAFETY MANAGER**

**CERTIFICATION EXAMINATION**

President:

Lawrence J. Lynch, CAE

**ISSUE DATE: JULY 26, 2011**  
**CERTIFICATE No: EX20650921**  
**TEST FORM: EXE20**

This certificate is not valid for more  
than five years from date of issue.

**Zimbra**

klovetro@kenosha.org

± Font size -

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## Peddler stand

---

**From :** Kelly Andreoli <kma360@kenoshapolice.com>

Wed, Jan 25, 2012 10:51 AM

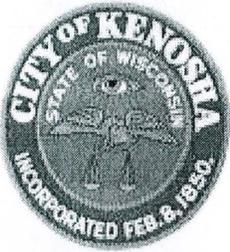
**Subject :** Peddler stand

**To :** klovetro@kenosha.org

No Adverse  
Gary Doepgen

**Kelly M. Andreoli**  
**Clerical Supervisor**  
**Kenosha Police Department**  
**1000-55<sup>th</sup> Street**  
**Kenosha, WI 53140**  
**(262) 605-5237**

---



**Engineering Division**  
 Shelly Billingsley, P.E.  
 Director/City Engineer  
**Fleet Maintenance**  
 Mauro Lenci  
 Superintendent

**Street Division**  
 John H. Prijic  
 Superintendent  
**Waste Division**  
 Rocky Bednar  
 Superintendent  
**Parks Division**  
 Jeff Warnock  
 Superintendent

C-5

**DEPARTMENT OF PUBLIC WORKS**

**Michael M. Lemens, P.E., Director**

Municipal Building · 625 52<sup>nd</sup> ST · RM 305 · Kenosha, WI 53140  
 Telephone (262) 653-4050 · Fax (262) 653-4056

March 8, 2012

To: G. John Ruffolo, Chairman, Public Works Committee  
 Michael J. Orth, Chairman, Park Commission

From: Shelly Billingsley, P.E.  
 Director of Engineering / City Engineer

*Shelly Billingsley*  
 3-8-12

Subject: Project: 10-1415 Lake Front Water Feature

Location: 5501 Ring Road

The Department of Public Works, Engineering Division has opened bids for the above referenced project. Engineer's Estimate was \$280,000. Budget amount is \$276,000.

This project consists of demolition of existing water feature, brick pavers, fountain filtration system and piping. Installation of new flow-thru splash pad with color concrete, ground sprays, above ground water features, footings, piping, electrical, concrete deck, earthwork, grading, storm water piping and seat wall.

**Following is the list of bidders:**

	Base Bid	Alternate 4 – Deduct Landscaping
Camosy Construction, Kenosha, WI	\$269,000.00	-\$18,500.00
Rasch Construction, Kenosha, WI	\$289,800.00	-\$19,000.00

It is recommended that this contract be awarded to Camosy Construction, Kenosha, Wisconsin, for the base bid amount of \$269,000 less \$18,500 for Alternate 4 plus \$24,500 in contingency for unforeseen conditions (if needed), for total award amount of \$275,000. Funding is from CIP Line Item PK-10-002.

SAB/kjb

cc: Carol Stancato, Director of Finance



**Engineering Division**  
 Shelly Billingsley, P.E.  
 Director/City Engineer  
**Fleet Maintenance**  
 Mauro Lenci  
 Superintendent

**Street Division**  
 John H. Prijic  
 Superintendent  
**Waste Division**  
 Rocky Bednar  
 Superintendent  
**Parks Division**  
 Jeff Warnock  
 Superintendent

C-6

**DEPARTMENT OF PUBLIC WORKS**

**Michael M. Lemens, P.E., Director**

Municipal Building · 625 52<sup>nd</sup> ST · RM 305 · Kenosha, WI 53140  
 Telephone (262) 653-4050 · Fax (262) 653-4056

March 8, 2012

To: G. John Ruffolo, Chairman, Public Works Committee  
 Anthony Nudo, Chairman, Stormwater Utility Committee  
 Michael J. Orth, Chairman, Park Commission

From: Shelly Billingsley, P.E. *Shelly Billingsley*  
 Director of Engineering /City Engineer

Subject: Project: 11-1125 Pennoyer Beach Outfall Stormwater Infiltration Basin  
 Location: 3601 7<sup>th</sup> Avenue

The Department of Public Works, Engineering Division has opened bids for the above referenced project. Engineer's Estimate was \$349,000. Budget amount is \$349,000.

This project consists of the construction of a stormwater treatment and infiltration basin adjacent to a storm sewer outfall on pennoyer beach. The stormwater treatment basin is expected to promote infiltration, resulting in the reduction or elimination of stormwater from flowing across the public beach into Lake Michigan. In addition to the infiltration basin, four bioswales will be constructed in the terrace throughout the watershed and one sub-surface sedimentation vault upstream from the infiltration basin.

**Following is the list of bidders:**

	Base Bid
Veit & Company, New Berlin, Wisconsin	\$316,756.15
Willkomm Excavating, Union Grove, Wisconsin	\$337,927.65
A.W. Oakes & Son, Racine, Wisconsin	\$338,524.33

It is recommended that this contract be awarded to Veit & Company, New Berlin, Wisconsin, for the base bid amount of \$316,756.15 plus \$32,243.85 in contingency for unforeseen conditions (if needed), for total award amount of \$349,000. Funding is from CIP Line Item SW-10-003.

SAB/kjb

cc: Carol Stancato, Director of Finance



**Engineering Division**  
Shelly Billingsley, P.E.  
Director/City Engineer  
**Fleet Maintenance**  
Mauro Lenci  
Superintendent

**Street Division**  
John H. Prijic  
Superintendent  
**Waste Division**  
Rocky Bednar  
Superintendent  
**Parks Division**  
Jeff Warnock  
Superintendent

C-7

## DEPARTMENT OF PUBLIC WORKS

Michael M. Lemens, P.E., Director

Municipal Building · 625 52<sup>nd</sup> ST · RM 305 · Kenosha, WI 53140  
Telephone (262) 653-4050 · Fax (262) 653-4056

March 8, 2012

To: G. John Ruffolo, Chairman,  
Public Works Committee

From: Shelly Billingsley, P.E. *Shelly Billingsley*  
Director of Engineering/City Engineer

Subject: Acceptance of Project 11-1209 Salt Storage Facility

Location: 6415 35<sup>th</sup> Avenue

Please be advised that the above referenced project has been satisfactorily completed by Camosy Construction, Kenosha, Wisconsin. This project consisted of construction of a salt storage facility together with foundations, electrical, framework, roofing, site earthwork and grading.

It is recommended that the project be accepted in the final amount of \$676,009.41. Original contract amount was \$654,884.50 for the base bid plus \$24,484.00 for the alternate bid for excavation and site restoration plus \$70,631.50 for contingency for a total contract amount of \$750,000. Funding was from CIP Line Items OT-08-002 and OT-10-002.

SAB/kjb

RESOLUTION NO. \_\_\_\_\_

BY: COMMITTEE ON PUBLIC WORKS

**PRELIMINARY RESOLUTION DECLARING INTENT TO LEVY ASSESSMENTS  
FOR  
HAZARDOUS SIDEWALK AND/OR DRIVEWAY APPROACH**

**PROJECT #12-1012 RESURFACING**

WHEREAS, it is expedient, necessary and in the best interest of the City of Kenosha, and for benefit of the property affected thereby that improvements in street right-of-ways: sidewalk, and/or driveway approaches.

**(32<sup>nd</sup> Avenue - 55<sup>th</sup> Street to 52<sup>nd</sup> Street, 33<sup>rd</sup> Avenue - 55<sup>th</sup> Street to 52<sup>nd</sup> Street, 27<sup>th</sup> Avenue - 35<sup>th</sup> Street to 33<sup>rd</sup> Street, 60<sup>th</sup> Avenue - 82<sup>nd</sup> Street to 80<sup>th</sup> Street)**

NOW, THEREFORE, BE IT RESOLVED, By the Common Council of Kenosha, Wisconsin:

1. The Common Council hereby declares its intention to exercise its police power under Section 66.0703, Wisconsin Statutes, to levy special assessments on all property fronting upon both sides of the street within the above limits for benefits conferred upon property by improvement of the streets enumerated above.

2. Said public improvement shall include the improvements in street right-of-ways: sidewalk, and/or driveway approaches.

3. The Common Council determines that the improvements constitute an exercise of the police power and the amount assessed against each parcel shall be based on a per front foot or per square foot rate.

4. The assessments against any parcel may be paid in a lump sum or in three (3) annual installments, at the election of the property owner.

5. The Board of Public Works is directed to prepare a report consisting of:
  - a. Preliminary plans and specifications for said improvements.
  - b. An estimate of entire cost of the proposed improvements and in street right-of-way.
  - c. Schedule of proposed assessments.

6. Upon receiving the report of the Board of Public Works (Public Works Committee), the Clerk is directed to give notice of public hearings on such report, as specified in Section 66.0703 of the Wisconsin Statutes. The hearings shall be held at the Municipal Office Building at a time set by the Clerk, in accordance with Section 66.0703, Wisconsin Statutes.

Adopted this 19<sup>th</sup> day of March, 2012.

APPROVED:

\_\_\_\_\_  
MAYOR  
KEITH G. BOSMAN

ATTEST:

\_\_\_\_\_  
CITY CLERK/TREASURER  
DEBRA L. SALAS

RESOLUTION NO. \_\_\_\_\_

BY: COMMITTEE ON PUBLIC WORKS

**PRELIMINARY RESOLUTION DECLARING INTENT TO LEVY ASSESSMENTS  
FOR  
HAZARDOUS SIDEWALK AND/OR DRIVEWAY APPROACH**

**PROJECT #12-1024 60<sup>th</sup> STREET RESURFACING**

WHEREAS, it is expedient, necessary and in the best interest of the City of Kenosha, and for benefit of the property affected thereby that improvements in street right-of-ways: sidewalk, and/or driveway approaches.

**(60<sup>th</sup> Street - 22<sup>nd</sup> Avenue to 8<sup>th</sup> Avenue)**

NOW, THEREFORE, BE IT RESOLVED, By the Common Council of Kenosha, Wisconsin:

1. The Common Council hereby declares its intention to exercise its police power under Section 66.0703, Wisconsin Statutes, to levy special assessments on all property fronting upon both sides of the street within the above limits for benefits conferred upon property by improvement of the streets enumerated above.
2. Said public improvement shall include the improvements in street right-of-ways: sidewalk, and/or driveway approaches.
3. The Common Council determines that the improvements constitute an exercise of the police power and the amount assessed against each parcel shall be based on a per front foot or per square foot rate.
4. The assessments against any parcel may be paid in a lump sum or in three (3) annual installments, at the election of the property owner.

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  - a. Preliminary plans and specifications for said improvements.
  - b. An estimate of entire cost of the proposed improvements and in street right-of-way.
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Adopted this 19<sup>th</sup> day of March, 2012.

APPROVED:

\_\_\_\_\_  
MAYOR  
KEITH G. BOSMAN

ATTEST:

\_\_\_\_\_  
CITY CLERK/TREASURER  
DEBRA L. SALAS

LEASE

By And Between

THE CITY OF KENOSHA, WISCONSIN,  
a Wisconsin Municipal Corporation,

And

GNC HOOK, LLC (Art Bar)  
a Wisconsin Limited Liability Company

THIS INDENTURE made this \_\_\_\_\_ day of \_\_\_\_\_, 2012, ("Effective Date"), by and between the City of Kenosha, Wisconsin, a municipal corporation, hereinafter, referred to as the "Lessor," and GNC Hook, LLC (Art Bar) a Wisconsin Limited Liability Company, hereinafter referred to as "Lessee. "

WITNESSETH:

In consideration of the rent and agreements of the Lessee herein, the Lessor does hereby lease, demise and let unto said Lessee the following described land, to-wit:

Lot 1 in Block 8 of Bain's Subdivision, a recorded plat with the Kenosha County Register of Deeds Office and being part of the Southeast Quarter of Section 36, Town 2 North, Range 22 East of the Fourth Principal Meridian in the City of Kenosha, Kenosha County, Wisconsin.

1. To have and to hold unto Lessee for the term of 25 years from and after the Effective Date, the Lessee yielding and paying rent therefore, the sum of \$1.00 per year payable on the Effective Date of this Lease and on the yearly anniversary thereof through the remainder of the tenancy.
2. The Premises hereby leased shall be used for parking for the Premises commonly known as 5301 22<sup>nd</sup> Avenue, Kenosha, Wisconsin, ("Business Location"). The Lessee agrees to obey any and all laws of the State of Wisconsin and Ordinances of the City of Kenosha and County of Kenosha, Wisconsin, pertaining in any way to the business conducted on the Premises and at the Business Location.
3. Lessee hereby agrees to pay said rent at the time and in the manner aforesaid, during the continuance of said term and shall not have the right to assign this Lease or sublet any portion of the Premises, except with written approval of the Lessor.
4. Lessee shall procure and maintain, during the Lease, insurance policies as hereinafter specified to insure against all risk and loss on the dates of its use of the Premises. The policies must be issued by an insurance company or companies authorized to do business in the State of Wisconsin and licensed by the State of Wisconsin. Lessee shall annually furnish a Certificate of Insurance indicating compliance with the foregoing, including the naming of Lessor as an "additional insured", and proof of payment of premium to the Lessor for approval. Lessee shall also provide Lessor with a copy of the endorsement naming Lessor as an additional insured. The insurance policy or policies shall contain a clause that in the event any policy issued is canceled for any reason, or any material changes are made therein, Lessor will be notified, in writing, by the insurer at least thirty (30) days before any cancellation or change takes effect. If for any reason, the insurance coverage required herein lapses and/or Lessee fails to maintain insurance coverage and such lapse or failure continues for fifteen (15) days after notice from Lessor to Lessee, Lessor may terminate this Lease as of the date no valid insurance policy was in effect. Certificates of policy renewals shall be furnished to the Lessor throughout the life of the Lease. Lessor reserves the right to reasonably increase the minimum liability insurance requirement set forth herein upon furnishing sixty (60) days advance written notice to Lessee, whenever minimum standards of the Lessor for all insurance

policies comparable to those covering Lessee's operations hereunder are enacted which adopt or increase the minimum insurance requirements, and Lessee shall comply with said request, upon being given such advance, written notice thereof, or be considered in material default of the Lease. Should Lessee fail to furnish, deliver and maintain such insurance coverage, Lessor may obtain such insurance coverage and charge Lessee the cost of such insurance coverage plus all appropriate administrative charges and incidental expenses associated with the transaction. The failure of Lessee to take out and/or maintain the required insurance shall not relieve Lessee from any liability under the Lease. The insurance requirement shall not be construed to conflict with the obligations of Lessee in Section 5 of this Lease. Lessee shall maintain during the course of the Lease a General Liability Insurance policy with a minimum limit of One Million Dollars (\$1,000,000.00) each occurrence and Two Million Dollars (\$2,000,000.00) general aggregate. In addition, Lessee shall maintain during the course of the Lease an Umbrella Liability policy with a minimum limit of Five Million Dollars (\$5,000,000.00). The Umbrella Liability policy shall not contain exclusions or exceptions not present in the General Liability Insurance policy.

5. Lessee does hereby agree that it will, at all times, beginning on the Effective Date and continuing thereafter during the course of the Lease, indemnify and hold harmless Lessor, and their officers and employees against any and all claims, liability, loss, charges, damages, costs, expenses or reasonable attorneys' fees, which any of them may hereafter sustain, incur or be required to pay as a result of incidents occurring after the Effective Date, on the Leased Premises that are the result of the negligence, gross negligence or willful misconduct of Lessee, its officers, employees or representatives; or as a result of any operations, works, acts or omission performed on the Leased Premise by Lessee, its officers, employees, or representatives; or resulting from Lessee's failure to perform or observe any of the terms, covenants and conditions of the Lease; or resulting from any conditions of the Leased Premises caused by or the result of the actions of Lessee, its officers, employees or representatives and by reason of which any person suffers personal injury, death or property loss or damage; provided, however, that the provisions of this paragraph shall not apply to claims, liabilities, losses, charges, damages, costs, expenses, or attorneys' fees caused or resulting from the negligent, grossly negligent, willful or intentional acts or omissions of Lessor, or any of its officers or employees or agents, in which case Lessor will indemnify and hold harmless Lessee and its officers, and employees and agents. Upon the filing with Lessor of a claim for damages arising out of any incident(s) which Lessee herein agrees to indemnify and hold Lessor and others harmless, Lessor shall notify Lessee of such claim, and in the event that Lessee does not settle or compromise such claim, then Lessee shall undertake the legal defense of such claim both on behalf of Lessee and Lessor. It is specifically agreed, however, that Lessor, at its own cost and expense, may participate in the legal defense of any such claim. Any judgment, final beyond all possibility of appeal, which may be rendered against Lessor, or their officers or employees for any cause for which Lessee is liable hereunder, shall be conclusive against Lessee as to liability and amount of damages. This provision shall survive expiration or termination of the Lease to the extent necessary to effectuate its purpose.

6. The Lessee shall, at Lessee's sole expense, be responsible for site maintenance including, but not limited to, paving, snow removal and striping for parking. Lessee shall also be responsible for snow removal from the sidewalk adjacent to the Premises.

7. The Lessor shall have the right to terminate this lease upon 6 months written notice.

8. No extension of time, forbearance, neglect or waiver by one party with respect to any one or more of the covenants, terms or conditions of this Agreement shall be construed as a waiver of any of the other covenants, terms or conditions of this Agreement, or as an estoppel against the waiving party, nor shall any extension of time, forbearance or waiver by one party in any one or more instance or particulars be construed to be a waiver or estoppel with respect to any other instance or particular covered by this Agreement.

9. Any notice required to be given to any party to this Agreement shall be in writing and delivered either by hand or certified mail, return receipt requested, to the addresses indicated below, or such address as the parties indicate in writing. Notice shall be effective as of the date of delivery, if by hand, or mailing, if by certified mail.

If to City: Office of the City Clerk/Treasurer  
Municipal Building, Room 105  
625 - 52<sup>nd</sup> Street,  
Kenosha, Wisconsin 53140

With a copy to: Office of the City Attorney  
Municipal Building, Room 201  
625 - 52<sup>nd</sup> Street,  
Kenosha, Wisconsin 53140

If to GNC Hook LLC: Tamim Chowdhury  
2528 75<sup>th</sup> Street  
Kenosha, Wisconsin 53143

10. Representation of Authority to Enter into Lease. Each of the undersigned hereby represents and warrants that: (a) such party has all requisite power and authority to execute this Lease Amendment; (b) the execution and delivery of this Lease Amendment by the undersigned, and the performance of its terms thereby have been duly and validly authorized and approved by all requisite action required by law; and (c) this Lease Amendment constitutes the valid and binding agreement of the undersigned, enforceable against each of them in accordance with the terms of the Lease.

On behalf of GNC Hook, LLC., this Lease agreement is hereby accepted pending approval by the Kenosha Common Council.

**GNC HOOK, LLC.**  
A Limited Liability Company

BY: \_\_\_\_\_  
TAMIM CHOWDHURY, Member  
Date: \_\_\_\_\_

STATE OF WISCONSIN )  
                                  :SS.  
COUNTY OF KENOSHA)

Personally came before me this \_\_\_\_ day of \_\_\_\_\_, 2012, TAMIM CHOWDHURY of GNC Hook, LLC, a limited liability company, to me known to be such Member of said Company and acknowledged that he executed the foregoing instrument as such officer as the agreement of said Company, by its authority.

\_\_\_\_\_  
Notary Public, Kenosha County, WI.  
My Commission expires/is: \_\_\_\_\_



C-11

<b>Planning &amp; Zoning Division</b> 625 52 <sup>nd</sup> Street Kenosha, WI 53140 262.653.4030	<b>Kenosha City Plan Commission</b>  <b>FACT SHEET</b>	March 8, 2012	Item #5
<b>By the Mayor - Resolution to approve a Certified Survey Map for property at 7944 Sheridan Road. (7944 Sheridan Retail Center) (District #12 - formerly District #3) PUBLIC HEARING</b>			

**LOCATION/SURROUNDINGS:**

Site: 7944 Sheridan Road  
 Zoned: B-2 Community Business District

**NOTIFICATIONS/PROCEDURES:**

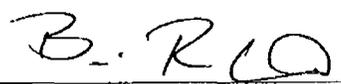
The aldermen of the district, currently Alderman Bostrom and formerly Alderman Michalski, have been notified. This item will also be reviewed by the Public Works Committee before final approval by the Common Council.

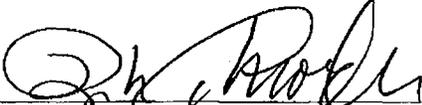
**ANALYSIS:**

- The applicant is proposing to split the existing lot into three (3) lots.
  - Lot 1 would have no building, but some of the parking lot on the property.
  - Lot 2 would contain the other part of the building.
  - Lot 3 would contain a portion of the existing building, the former barbershop quartet society building, which would be split over two properties.
- The applicant would need a Special Exception for off-street parking from the Common Council prior to recording the Certified Survey Map. The site, as it exists today, has enough parking spaces as required by the Zoning Ordinance. If the lots are split, both of the lots with the building on them will not individually have enough parking spaces per the Zoning Ordinance.
- The Certified Survey Map was sent to City Departments for their review. Their comments are included in the attached Resolution.
- The Certified Survey Map generally complies with Chapter 17 of the Code of General Ordinances.

**RECOMMENDATION:**

A recommendation is made to approve the Certified Survey Map subject to the attached Resolution.

  
 Brian R. Wilke, Development Coordinator

  
 Rich Schroeder, Interim Deputy Director

RESOLUTION NO: \_\_\_\_\_ - 12

BY: THE MAYOR

**TO APPROVE A THREE-LOT CERTIFIED SURVEY MAP**  
**Property located at 7944 Sheridan Road (7944 Sheridan Re tall Center)**

**BE IT RESOLVED** by the Common Council of the City of Kenosha, Wisconsin, that a Certified Survey Map relating to one parcel at 7944 Sheridan Road is herein and hereby approved subject to the following conditions:

1. Compliance with all applicable State and City Codes and Ordinances.
2. Payment of all applicable fees, including recording fees.
3. Payment of all taxes, special assessments and stormwater utility fees prior to recording. The Owner shall provide the City Clerk-Treasurer, a certificate from the County Treasurer, stating that there are no past-due real estate taxes or special assessments on the parcel of real estate which is being divided.
4. The Certified Survey Map shall be null and void if not recorded within six (6) months of approval by the Common Council.
5. A digital copy of the Certified Survey Map shall be provided to the City prior to recording.
6. The applicant shall obtain a Special Exception from the Common Council for the off-street parking requirements for Lot 2 and Lot 3 prior to recording.
7. Compliance with the Kenosha Water Utility memo dated February 8, 2012.
8. City records show that the site has storm sewer and drainage swales crossing one or more of the proposed lot lines. Show this drainage on the Certified Survey Map and provide Easements for the affected storm sewers and swales.
9. On Page 1; The line bearing along 14th Avenue reads S02°45'36"W. The line bears southeast, so the bearing should be either S02°45'36"E or N02°45'36"W. Also, on Page 2; The line bearing along 14th Avenue reads NS02°45'36"W. The bearing should be either S02°45'36"E or N02°45'36"W.
10. On page 2; The scale is listed as "not to scale". Even if a standard scale cannot be achieved for printing purposes (e.g. one inch equals twenty feet), a graphic scale should be included. A note may be included which indicates that the graphic scale is not one inch.
11. Lisa Rouse should print or have her name typed under the line on which she signs her signature.
12. The recommendations of the Building Inspection Report prepared by Kueny Architects dated February 28, 2012, and as it may be amended, must be complied with prior to recording.
13. Change the City Clerk's name on the signature page to Debra Salas.
14. Compliance with all the preceding conditions as a prerequisite for authorizing Mayor and City Clerk-Treasurer to sign the Certified Survey Map.

Adopted this \_\_\_\_ day of \_\_\_\_\_, 2012

ATTEST:

\_\_\_\_\_  
Debra L. Salas, City Clerk-Treasurer

APPROVE:

\_\_\_\_\_  
Keith G. Bosman, Mayor

**1Engineering Services**  
4401 Green Bay Road

Kenosha, WI 53144  
Kenosha WI 53144

Phone (262) 653-4315  
Fax (262) 653-4303



*"Providing and Protecting Kenosha's Greatest Natural Resource"*

MEMO

To: Brian Wilke, Development Coordinator

From: Curt Czarnecki, Water Engineer

Date: February 8, 2012

Subject: 7944 Sheridan Retail Center CSM (Formerly Barbershop Quartet Building)

Location: 7944 Sheridan Road

The Kenosha Water Utility (KWU) has reviewed the submittal for the above referenced project. Further information from the Developer is required before the Utility can complete this review. Please withhold all permits until the following information is submitted.

- Per Chapter XXXII of the Code of General Ordinances separate sanitary sewer and water shall be provided to each parcel. A single sanitary lateral or water service cannot serve more than one parcel.
- A floor plan and internal/external plumbing plan shall be submitted for review and approval. This plan shall clearly show separate utilities serving each parcel.
- A new water service and sanitary sewer lateral shall be installed to serve proposed Lot 2. All applicable fees shall apply to the new service lines.

Please contact me with any questions or concerns you may have regarding these requirements.

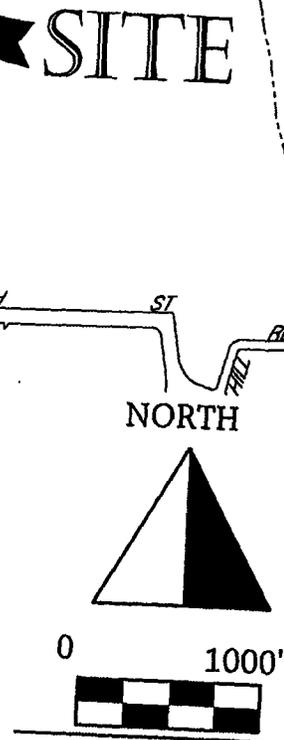
CC: Mr. Robert Carlson, P.E., Director of Engineering Services

# City of Kenosha

## Vicinity Map 7944 Sheridan Retail Center CSM



----- Municipal Boundary



**Development Review Application  
City of Kenosha, Wisconsin**

**MAILING INFORMATION**

**NAME OF PROJECT:** 7944 Sheridan Retail Center

*Check one (1) of the following boxes to indicate the recipient of all correspondence:*

**Name and Address of Applicant (Please print):**  
Panhandle Capital, LLC Phone: 217-414-0540  
807 Rickard Rd Fax: 217-546-7742  
Springfield IL 62704 E-Mail: lcwbird@sbcglobal.net

**Name and Address of Architect/Engineer (Please print):**  
 \_\_\_\_\_ Phone: \_\_\_\_\_  
 \_\_\_\_\_ Fax: \_\_\_\_\_  
 \_\_\_\_\_ E-Mail: \_\_\_\_\_

**Name and Address of Property Owner (if other than applicant)(Please print):**  
 \_\_\_\_\_ Phone: \_\_\_\_\_  
 \_\_\_\_\_ Fax: \_\_\_\_\_  
 \_\_\_\_\_ E-Mail: \_\_\_\_\_

**PROJECT LOCATION**

**Location of Development (street address and / or parcel number):** 7944 Sheridan Rd

**TYPE OF LAND DEVELOPMENT**

**Check all that apply. Note: Additional information may be required within individual Sections.**

- |                                     |  |            |               |
|-------------------------------------|--|------------|---------------|
| <input checked="" type="checkbox"/> | Certified Survey Map   | Section 1  | Page 3        |
| <input checked="" type="checkbox"/> | Concept Review ( <i>Land Division</i> )                      | Section 2  | Page 4        |
| <input type="checkbox"/>            | Concept Review (Multi-Family Residential or Non-Residential) | Section 3  | Page 5        |
| <input type="checkbox"/>            | Conditional Use Permit                                       | Section 4  | Pages 6 & 7   |
| <input type="checkbox"/>            | Developer's Agreement  | Section 5  | Page 8        |
| <input type="checkbox"/>            | Final Plat   | Section 6  | Pages 9 & 10  |
| <input type="checkbox"/>            | Lot Line Adjustment Survey                                   | Section 7  | Page 11       |
| <input type="checkbox"/>            | Preliminary Plat   | Section 8  | Pages 12 & 13 |
| <input type="checkbox"/>            | Rezoning   | Section 9  | Pages 14 & 15 |
| <input type="checkbox"/>            | Site Plan Review   | Section 10 | Pages 16 & 17 |

**PRIOR TO SUBMITTING THIS APPLICATION TO THE DEPARTMENT OF CITY DEVELOPMENT,  
PLEASE REVIEW THE APPROPRIATE SECTION(S) FOR FEES, REQUIREMENTS AND APPROPRIATE APPENDICES.**

*Submit this cover page, completed application, applicable section(s) and appendices  
along with ALL required plans, information and fees to:*

Department of Community Development & Inspections  
 Planning Division  
 625 52nd Street, Room 308  
 Kenosha, WI 53140

Phone: 262.653.4030  
 Fax: 262.653.4045

Office Hours:  
 M - F 8:00 am - 4:30 pm

**SECTION 1  
CERTIFIED SURVEY MAP**

<b>Additional Information Required:</b>	Number of Lots: <u>3</u> Zoning District: <u>B</u> Proposed Zoning Change, if any: <u>NONE</u>
<b>Submittal Requirements:</b>	<ul style="list-style-type: none"> <li>➤ Ten (10) copies of Certified Survey Map (Applicant to keep original)</li> <li>➤ Four (4) copies of Drainage Plan (when required)</li> <li>➤ Signed Checklist below</li> </ul>
<b>Fees:</b>	<ul style="list-style-type: none"> <li>➤ 2-Lot Certified Survey Map = \$750</li> <li>➤ 3-Lot Certified Survey Map = \$800</li> <li>➤ 4-Lot Certified Survey Map = \$850</li> <li>➤ With a Developer's Agreement = \$1,500</li> <li>➤ Re-submittals = \$400</li> </ul> <p>Miscellaneous fees</p> <ul style="list-style-type: none"> <li>➤ All special assessments and taxes shall be paid prior to recording. The Department of Community Development and Inspections will record the map with the Kenosha County Register of Deeds and recording fees shall be paid at that time by the applicant.</li> </ul>
<b>Park Fees:</b>	<ul style="list-style-type: none"> <li>➤ Five percent (5%) of the value of the property, but not less than \$1,415 per lot. Note that park fees are only collected for residentially-zoned property and are due at the time of acquiring building permits. The City may require dedication of the land in lieu of fee.</li> </ul>
<b>Appendices to Review:</b>	<ul style="list-style-type: none"> <li>➤ D, E, F and G</li> </ul>
<b>Approximate Review Time:</b>	<ul style="list-style-type: none"> <li>➤ 45 - 60 days (Reviewed by City Plan Commission, Public Works Committee and Common Council)</li> </ul>

The land division will be reviewed for compliance with Chapters 17 and 35 of the City Code of General Ordinances, City Zoning Ordinance, any neighborhood or master land use plans for the area, and Chapter 236 of the Wisconsin State Statutes.

The applicant shall be responsible for the costs of project engineering, design, construction, and inspection as follows (when applicable):

1. The applicant is responsible for installing all improvements and infrastructure, including but not limited to, utilities (water, sanitary and storm sewer), oversizing of utilities, sidewalks, streets, street lights and signs, retention/detention basins, street trees, etc.
2. The applicant is responsible for any off-site improvements for the development, including but not limited to, traffic signals and signs, median openings, and street improvements/widening.
3. Payment of inspection and engineering services performed by the City and Kenosha Water Utility for the project.
4. Applicant responsible for posting of all required assurance to cover required improvements.

**Checklist to be completed and signed:**

- \_\_\_ Scale and north arrow
- \_\_\_ Scale of plans less than or equal to 1" = 100'
- \_\_\_ Date of original and revisions noted
- \_\_\_ Certification from surveyor that Plat complies with Chapter 17
- \_\_\_ Reproducible paper less than 36" in width
- \_\_\_ Location of all existing structures and first floor elevations
- \_\_\_ Location of utility and drainage easements
- \_\_\_ Exact length and bearing of the centerline of all streets
- \_\_\_ Exact street width along the line of any obliquely intersecting street
- \_\_\_ Railway rights-of-way within and abutting the plat
- \_\_\_ Location and size of all lands to be dedicated for public use (when required)
- \_\_\_ Comprehensive drainage plan
- \_\_\_ Special restrictions relating to access control, planting strips, restrictive yard requirements, etc. (when required)
- \_\_\_ Major street setback or WisDOT setbacks (if applicable)
- \_\_\_ Map shows entirety of all parcels in proposed certified survey map

**Checklist to be completed and signed:**

- \_\_\_ Floodplain limits of the 100 year recurrence interval flood
- \_\_\_ Location of any wetlands, shoreland, or other environmental areas (if applicable)

**Plans to be submitted (when applicable)**

- \_\_\_ Street plans and profiles
- \_\_\_ Sanitary sewer plans and profiles
- \_\_\_ Storm sewer plans
- \_\_\_ Grading/drainage plans
- \_\_\_ Water main plans and profiles
- \_\_\_ Erosion control plans
- \_\_\_ Landscape plans

I hereby certify that I have reviewed the City ordinances and provided ten (10) full-sized sets of all required information.

\_\_\_\_\_  
Applicant's Signature

**CERTIFIED SURVEY MAP**

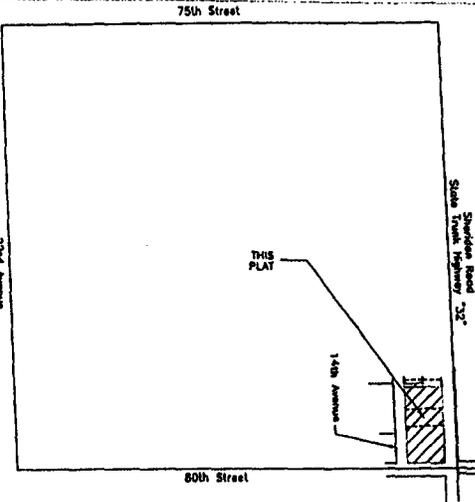
-for-

**PANHANDLE CAPITAL, LLC**

807 Rickard Road  
Springfield, IL 62704

in NW1/4 Section 7-1-23

**CITY OF KENOSHA**  
**KENOSHA COUNTY, WIS.**



**LOCATION SKETCH**  
NW1/4 Section 7-1-23

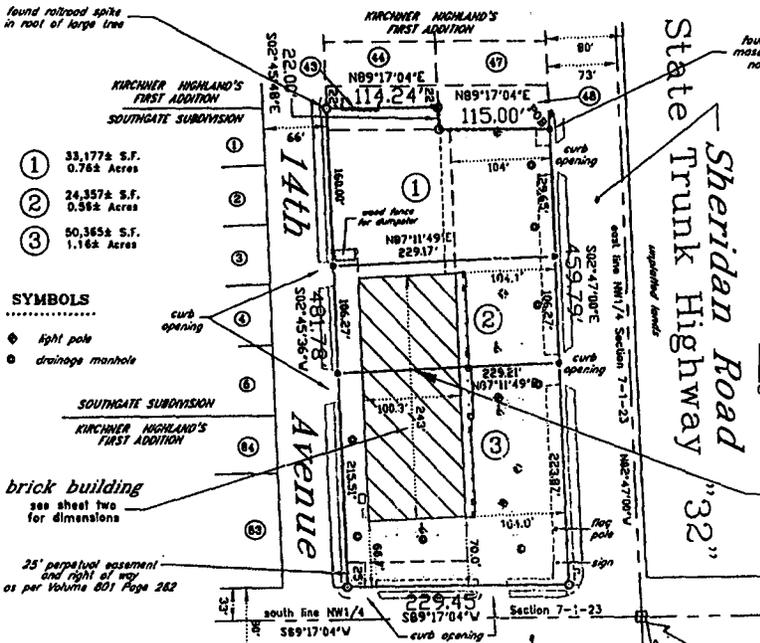
denotes iron pipe  
marker found  
(unless noted)

denotes masonry nail set in asphalt  
(unless noted)

**NOTE**

Bearings refer to grid north, Wisconsin  
plane coordinate system, south zone.

LOT 1 - No development shall  
be permitted to Lot 1 until such  
time as a detailed drainage plan  
is submitted to and approved  
by the City of Kenosha Engineering  
Department and City of Kenosha  
Department of Planning and  
Development.



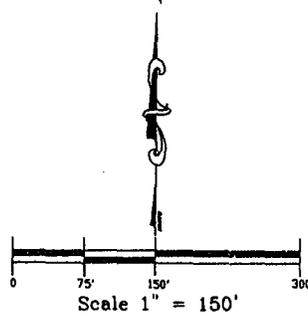
- ① 33,177± S.F.  
0.76± Acres
- ② 24,357± S.F.  
0.56± Acres
- ③ 50,365± S.F.  
1.16± Acres

**SYMBOLS**

- ◆ light pole
- drainage manhole

brick building  
see sheet two  
for dimensions

25' perpetual easement  
and right of way  
as per Volume 801 Page 282



Engineering or Architectural  
investigation is advised to  
determine relationship of  
wall between buildings.

**NOTE**

Parcels 1, 2 and 3 are restricted  
to current access points on each  
parcel to State Trunk Highway  
'32' (Sheridan Road), 80th Street  
and 14th Avenue.

**NOTE**

There shall be a cross access  
through Parcels 1, 2 and 3 for  
ingress and egress to State Trunk  
Highway '32' (Sheridan Road),  
80th Street and 14th Avenue.

80th Street



MARESCALCO COUNTYWIDE  
SURVEYING, INC.  
1120 80TH STREET  
KENOSHA WI 53143  
(262) 654 6809  
FAX (262) 654 1120

GLEN A. MARESCALCO (S-2203)  
Wisconsin Registered Land Surveyor  
January 24, 2012



"not to scale"

**NOTE**

There shall be a cross access through Parcels 1, 2 and 3 for ingress and egress to State Trunk Highway "32" (Sheridan Road), 80th Street and 14th Avenue.

**NOTE**

Parcels 1, 2 and 3 are restricted to current access points on each parcel to State Trunk Highway "32" (Sheridan Road), 80th Street and 14th Avenue.

Engineering or Architectural investigation is advised to determine relationship of wall between buildings.

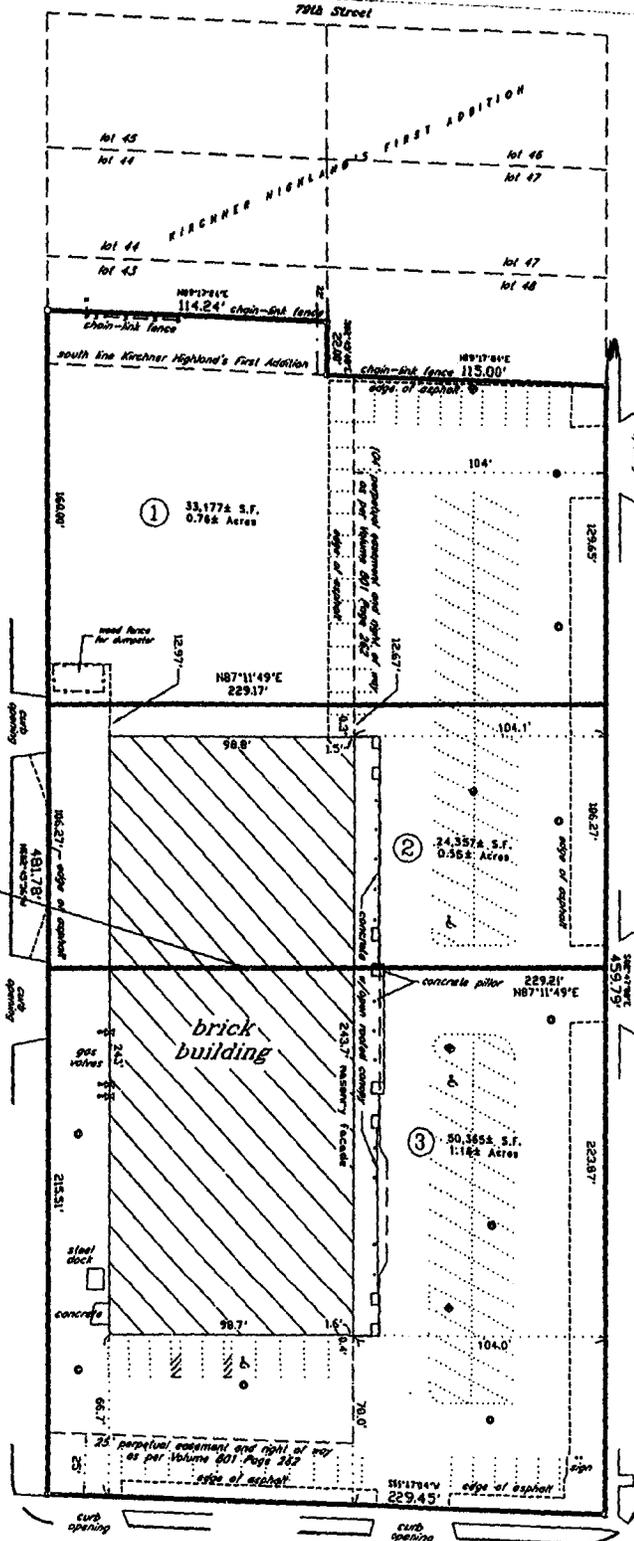
**SYMBOLS**

- light pole
- drainage manhole



MARESCALCO COUNTYWIDE SURVEYING, INC.  
1120 80TH STREET  
KENOSHA WI 53143  
(262) 654 6809  
FAX (262) 654 1120

GLEN A. MARESCALCO (S-2203)  
Wisconsin Registered Land Surveyor  
January 24, 2012



80th Street

CERTIFIED SURVEY MAP

I, GLEN A. MARESCALCO, SURVEYOR, hereby certify that I have prepared this certified survey map, the exterior boundaries of which are described as:

Part of the Northwest Quarter of Section 7, Town 1 North, Range 23 East of the Fourth Principal Meridian, lying and being in the City of Kenosha, County of Kenosha and State of Wisconsin and being more particularly described as follows: Beginning at the southeast corner of LOT 48 in KIRCHNER GARDENS HIGHLANDS FIRST ADDITION, a plat of record and on file at the Kenosha County Land Registry, as per Document Number 157987, which corner is also on the west right of way line of State Trunk Highway "32" (Sheridan Road); thence S02°47'00"E along and upon said west line, 457.79 feet and to the north right of way line of 80th Street; thence S89°17'04"W along and upon said north line, 229.45 feet and to the east right of way line of 14th Avenue; thence N02°45'36"W along and upon said east line, 481.78 feet and to point which is 22.00 feet N02°45'36"W from the southwest corner of LOT 43 in the aforesaid KIRCHNER HIGHLANDS FIRST ADDITION; thence N89°17'04"E parallel to the south line of said LOT 43, 114.24 feet and to the east line of said LOT 43; thence S02°45'48"E along and upon said east line, 22.00 feet and to the southeast corner of said LOT 43, which point is also the southwest corner of the aforesaid LOT 48; thence N89°17'04"E along and upon the south line of said LOT 48, 115.00 feet and to the point of beginning. Containing 2.48 acres, more or less (107,899 square feet, more or less).



That I have complied with the provisions of chapter 236.34 of the State Statutes on certified surveys and the subdivision regulations of the City of Kenosha.

Dated this 24th day of January, 2012.

SURVEYOR.....  
GLEN A. MARESCALCO (S-2203)

As owner, I hereby certify that we caused the land described on this plat to be surveyed, divided and mapped as represented on this plat.



*Lewis A. Bird*  
LEWIS A. BIRD

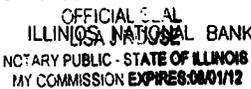
STATE OF WISCONSIN  
KENOSHA COUNTY S.S.

Personally came before me this 25th day of January, 2012, the above named Lewis A. Bird, to me known to be the person who executed the foregoing instrument and acknowledged the same.

My Commission Expires 8-1-12

Illinois National Bank, as mortgagee of the lands described hereby certify that we caused the lands described on this plat, does hereby consent to the surveying, dividing and mapping as represented on this plat and does hereby consent to the certificate of PANHANDLE CAPITAL, LLC, owners of said lands.

*Steve Keenan*  
Steve Keenan - Sr. Vice President



*John Wilson*  
John Wilson - Chief Lending Officer

STATE OF WISCONSIN  
KENOSHA COUNTY S.S.

Personally came before me this 25th day of January, 2012, the above named Steve Keenan and John Wilson, to me known to be the persons who executed the foregoing instrument and acknowledged the same.

My Commission Expires 8-1-12

This certified survey map has been submitted to and approved by the Common Council of the City of Kenosha on this ..... day of ....., 2012.

CITY CLERK.....  
Mike Higgins

OWNER.....

PANHANDLE CAPITAL, LLC  
807 Rickard Road  
Springfield, IL 62704

MAYOR.....  
Keith Bosman



## BUILDING INSPECTION REPORT

Property Description: Existing Multi-Tenant Retail Building  
Property Address: 7930 Sheridan Road, Kenosha, WI  
Date of Report: February, 28, 2012  
Date of Inspection: February, 23, 2012 (Follow-up - February 28, 2012)  
Subject: Proposed Property Split

### Report:

Kueny Architects was contacted by Mr. Lewis Bird regarding the above property. Mr. Bird's property management company wishes to split the existing property into three separate parcels. One of the two property divisions also splits the existing building. Marascalco Countywide Survey has produced a proposed survey denoting the divisions; however the City of Kenosha requires further verification of the proposed division wall.

### Observations and Comments:

Kueny Architects visited the property on February 23, 2012 with Mr. Steve Bostrom from Prudential Premier Properties. A follow-up visit was conducted on February 28, 2012 at which time measurements were taken on the roof. The building was originally a grocery store. At some point in the past, an addition was constructed to the north of the original building. The addition is currently occupied by a Dollar General store. The proposed property line is on the wall between the original building and the addition.

Kueny Architects was provided with a digital file of the proposed survey by Marascalco Countywide Survey. Based on field measurements taken, the property line proposed by the survey bisects the wall. See Exhibit A attached to this report.

In addition to verifying the location of the demising wall, Kueny Architects also reviewed the Wisconsin Commercial Building Code / IBC 2009 for the required construction of the proposed Party Wall.

Currently, the existing party wall is constructed of 4" face brick and 8" concrete masonry. The joist roof framing of the original building runs parallel to the proposed party wall. However, two perpendicular beams currently bear into the proposed party wall. There are also two openings in the masonry wall to the north. The building addition was constructed with roof framing that does not rely on the existing wall in any way.

The result of the code analysis and recommended action is as follows:

**706.1.1 Party Walls** – Party walls shall be constructed as *fire walls* per Section 706. Party walls shall be constructed without openings.

*The two existing openings should have all other combustible framing and doors removed. The openings should then be filled with a minimum of 8" concrete masonry rated for a minimum of three hours.*

**706.2 Structural Stability** – Fire Walls shall have sufficient structural stability under fire conditions to allow collapse of construction on either side without collapse of the wall for the duration of time indicated by the require *fire-resistance rating*.

*Existing steel beams (2) from original roof should be supported independent of the wall. Two columns with footings could be added and the beams cut free of the wall. Kueny Architects could provide the adequate column and footing sizes.*

**706.4 Fire-resistance Rating** – A *fire resistance rating* of 3 hours would be required for Group M (Mercantile) uses.

*The existing 8" Masonry + 4" Face Brick must be verified for the proper UL rated assembly. Kueny Architects has contacted UL and is expecting the block construction requirements via email. A block may need to be cut from the wall to verify the construction.*

**706.5 Horizontal Continuity** – *Fire walls* shall extend 18" beyond the exterior surface of the *exterior walls*. Exception #2 permits *fire walls* to terminate at the interior surface of noncombustible exterior sheathing, exterior siding or other noncombustible exterior finish provided the same extends 4 feet on both sides.

*At the time of the site visit, it was not possible to review the construction of the canopy. Additional details can be provided to achieve the necessary rating and separation.*

**706.5.1 Exterior Walls** – 706.5.1.1 states that a *fire-resistance rating* only need apply when the *exterior wall* openings are required to be protected per Section 705.8. Because the property line of the east face of the building is greater than 30 feet from the face of the building, the *exterior wall* does not require a rating.

**706.5.2 Horizontal Projecting Elements** – 706.5.2 states that the *fire wall* must extend through all overhangs, canopies etc. Exception #2 does allow the *fire wall* to terminate at the interior wall surface provided the canopy has a 1-hour separation in the same plane as the *fire wall* and between the canopy and the building. Openings must have a *fire protection rating* of ¾ hour.

*At the time of the site visit, it was not possible to review the construction of the canopy. Additional details can be provided to achieve the necessary rating and separation.*

**706.6 Vertical Continuity** – Fire wall must extend at least 30 inches above both roofs.

*Measurements taken in the field find that portions of the existing parapet do not meet the requirements of this section. Exception #3 would satisfy this section, provided Class B roofing and no openings within 4 feet of wall were in place.*

**SPS 362.0706 Fire Wall Identification** – Local ordinance may require identification signage.

*The property owner should verify any such requirements by the City of Kenosha.*

Additional details and direction can be provided at a later date, should the property owner wish to pursue this matter further.

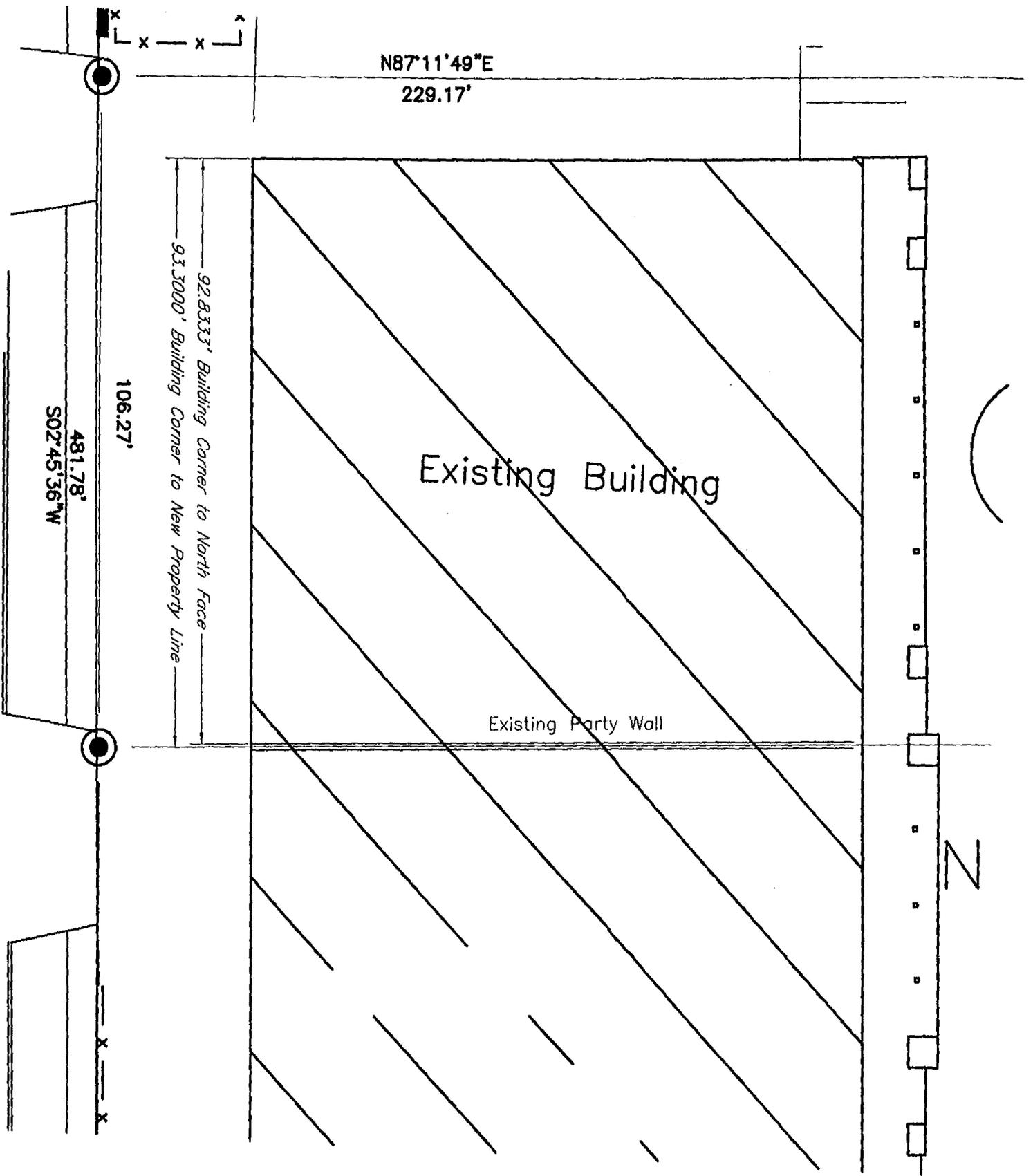


Exhibit A  
 Partial Site Plan  
 7930 Sheridan Road, Kenosha  
 Scale = 1"=20' - February 28, 2012  
 Kueny Architects, LLC



C-12

<b>Planning &amp; Zoning Division</b> 625 52 <sup>nd</sup> Street Kenosha, WI 53140 262.653.4030	<b>Kenosha City Plan Commission</b>  <b>FACT SHEET</b>	March 8, 2012	Item #6
<b>First Amendment to the Developers Agreement and Memorandum of Full Satisfaction between the City of Kenosha, Kenosha Water Utility, First Industrial Investments II, LLC and Affiliated Foods Midwest Cooperative, Inc. (Affiliated Foods) (District #16 - formerly District #16)</b>			

**LOCATION/SURROUNDINGS:**

Site: 8100 60th Street  
Zoned: M-2 Heavy Manufacturing/Air-3 and Air-4 Airport Overlay

**NOTIFICATIONS/PROCEDURES:**

The alderman of the district, Alderman Downing, has been notified. This item will also be reviewed by the Public Works Committee and Board of Water Commissioners before final approval by the Common Council.

**ANALYSIS:**

- In 2008, First Industrial Investments received approval to construct Affiliated Foods. The approval required the drafting and approval of a Developers Agreement.
- One of the Conditions of the Developers Agreement was that the Developer, First Industrial, must post a cash escrow with the City for a ten (10') foot wide bicycle/pedestrian path to be constructed along the north side of 60th Street at a future date.
- The Developer is proposing the attached First Amendment to the Developers Agreement to clarify the Condition of posting the escrow. The Developer is proposing to deposit a \$60,000 cash escrow with the City for the path. The City would then construct the path at a later date with the \$60,000 escrow.
- The proposed First Amendment to the Developers Agreement would also indicate that the Developer has fully satisfied all obligations set forth in the Agreement.
- The City Attorney's office has reviewed the Amendment.

**RECOMMENDATION:**

A recommendation is made to approve the First Amendment to the Developers Agreement.



Brian R. Wilke, Development Coordinator

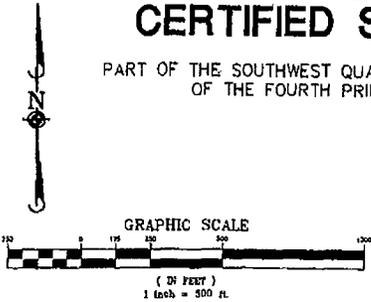


Rich Schroeder, Interim Deputy Director



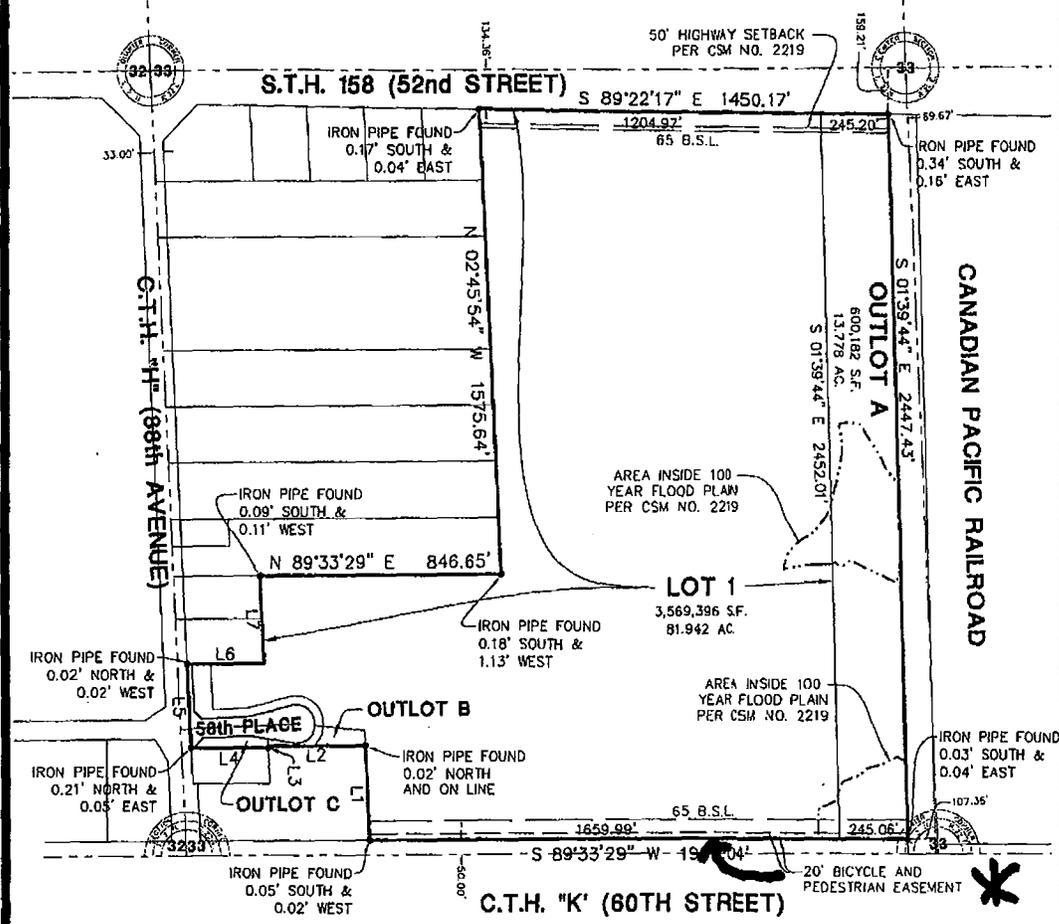
# CERTIFIED SURVEY MAP NO. \_\_\_\_\_

PART OF THE SOUTHWEST QUARTER OF SECTION 33, TOWNSHIP 2 NORTH, RANGE 22 EAST  
OF THE FOURTH PRINCIPAL MERIDIAN IN KENOSHA COUNTY, WISCONSIN.



## BICYCLE AND PEDESTRIAN EASEMENT PROVISIONS

A PERMANENT EASEMENT IS HEREBY GRANTED TO THE CITY OF KENOSHA, FOR PUBLIC INGRESS AND EGRESS, IN, OVER, UNDER, ACROSS, ALONG AND UPON THE SURFACE OF THE PROPERTY SHOWN WITHIN AREAS IDENTIFIED ON THE PLAT AS THE BICYCLE AND PEDESTRIAN EASEMENT. SAID EASEMENT IS TO BE FOR THE INSTALLATION, MAINTENANCE, AND REMOVAL OF SIDEWALKS, PATHWAYS, AND OTHER FEATURES IN ACCORDANCE WITH THE CITY OF KENOSHA ZONING ORDINANCES AS AMENDED.

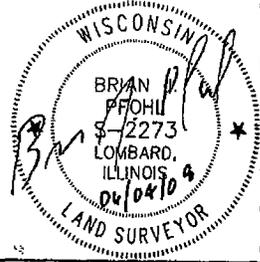


- NOTE:**
- 5/8" x 18" LONG IRON ROD (WEIGHING NOT LESS THAN 1.13 LBS/FT) SET AT ALL PROPERTY CORNERS AND POINTS OF GEOMETRIC CHANGE.
  - NO DEVELOPMENT OR SITE WORK SHALL OCCUR ON LOT 1 UNTIL A DETAILED DRAINAGE PLAN FOR THE ENTIRE SITE IS APPROVED BY THE CITY ENGINEER.
  - LOT 1 SUBJECT TO RESTRICTIONS SHOWN ON CSM NO. 2219.
  - CROSS ACCESS SHALL BE ALLOWED ACROSS OUTLOT C FOR THE PURPOSE OF A VEHICULAR CONNECTION TO 58TH PLACE FOR THE PARCELS TO THE SOUTH.
  - THE OWNER OR OWNERS OF LOT 1 SHALL BE RESPONSIBLE FOR THE MAINTENANCE OF THE STORMWATER POND AND PAYMENT OF THE TAXES ON OUTLOT A.

LINE	BEARING	LENGTH
L1	N 02°45'54" W	324.23'
L2	S 89°33'29" W	343.28'
L3	S 02°45'54" E	4.67'
L4	S 89°33'29" W	266.97'
L5	N 02°45'54" W	285.60'
L6	N 89°33'29" E	266.97'
L7	N 02°45'54" W	295.20'

**ABBREVIATIONS:**

B.S.L. - BUILDING SETBACK LINE



**Manhard CONSULTING LTD**  
2550 Rinley Road, Suite 50, Lombard, IL 60149 | tel: (630) 691-8500 | fax: (630) 691-8585 | www.manhard.com  
Civil Engineers - Surveyors - Water Resources Engineers - Water & Wastewater Engineers  
Construction Managers - Environmental Scientists - Landscape Architects - Planners

CSM  
CITY OF KENOSHA, WISCONSIN  
FIRST PARK KENOSHA SOUTH

PROJ. MGR.: **RJP**  
DRAWN BY: **DMW**  
DATE: **08/04/08**  
SCALE: **1" = 500'**

SHEET **2** OF **5**  
FIDKEW2 060985

16:20 Day Name: P:\Vfd\new2\view\source\final\_5\manhrgp\CSM\FIDKEW2-CSM.dwg Updated By: BPH/1

THIS SPACE RESERVED FOR RECORDING DATA

NAME AND RETURN ADDRESS

08-222-33-301-201 / 08-222-33-301-202

08-222-33-301-205

PARCEL IDENTIFICATION NUMBERS (PIN)

**FIRST AMENDMENT TO DEVELOPER'S AGREEMENT AND  
MEMORANDUM OF FULL SATISFACTION**

THIS FIRST AMENDMENT TO DEVELOPER'S AGREEMENT AND MEMORANDUM OF FULL SATISFACTION ("Amendment") is made as of this \_\_\_\_ day of \_\_\_\_\_ 2012 by and between **FIRST INDUSTRIAL INVESTMENTS II, LLC**, a Delaware limited liability company, as successor to First Industrial Investment, Inc., whose address is 311 S. Wacker Drive, Suite 3900, Chicago, Illinois 60606 (the "Developer"), the **CITY OF KENOSHA**, whose address is 625 – 52<sup>nd</sup> Street, Kenosha, Wisconsin 53140 (the "City"), the **KENOSHA WATER UTILITY**, whose address is 4401 Green Bay Road, Kenosha, WI 53144 (the "Utility") and **AFFILIATED FOODS MIDWEST COOPERATIVE, INC.**, a Nebraska corporation, whose address is 1301 Omaha Avenue, Norfolk, Nebraska 68702-1067 (the "AFM").

**RECITALS**

A. Developer, Utility and City are parties to that certain City of Kenosha Developer's Agreement By and Between First Industrial Investments, Inc. and the City of Kenosha, Wisconsin and the Kenosha Water Utility (First Park Kenosha South), dated as of January 14, 2009 and recorded as Document #1583162 (the "Developer's Agreement"), pursuant to which Developer agreed to perform certain development activities with respect the 96.24 acre property located at the southeast corner of STH 158 and 88<sup>th</sup> Ave, Kenosha, Wisconsin, and legally described on Exhibit A attached hereto (the "Property").

B. Pursuant to the provisions of Certified Survey Map No. 2633 recorded as Document #1561649 (the "CSM"), Developer agreed to provide City a permanent easement across a portion of the Property for the purpose of constructing and maintaining a bicycle and pedestrian sidewalk/pathway (the "Pathway").

C. AFM is the current owner of the portion of the Property upon which the Pathway is to be located.

D. Developer, AFM and City desire to amend the terms of the Developer's Agreement to provide for (i) City to install, construct, operate, repair and replace the Pathway, and (ii) AFM to clear and maintain the pathway free from debris and obstructions, all on the terms and conditions as set forth herein.

NOW, THEREFORE, in consideration of the premises, and for other valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties hereby agree as follows:

**AMENDMENT OF DEVELOPER'S AGREEMENT:** Section I.A.11 of the Developer's Agreement is hereby amended to provide that (a) City shall, at City's sole cost and expense, install, construct, operate, repair and replace the Pathway, and (b) AFM shall, at AFM's sole cost and expense, clear and maintain the Pathway free from obstructions and debris, all on the terms and conditions as set forth in the Bicycle and Pedestrian Easement to be executed by City and AFM in the form attached hereto as Exhibit B (the "Bike Pathway Easement"). City shall construct the Pathway at such future date as City shall elect, in its sole discretion, upon not less than thirty (30) days prior written notice to AFM.

**CONSIDERATION:** In consideration for City's agreement to install, construct, operate, repair and replace the Pathway as set forth in the Bike Pathway Easement, and in lieu of the cash escrow contemplated by Section I.A.11 of the Development Agreement, Developer has paid to City the sum of Sixty Thousand and 00/100 Dollars (\$60,000.00) simultaneously with the execution and delivery of this Amendment.

**FULL SATISFACTION AND RELEASE:** City and Utility hereby acknowledges Developer and AFM have hereby fully satisfied all obligations set forth in the Developer's Agreement, and City and Utility hereby releases Developer and AFM from any claims or obligations, whether known or unknown, arising under the Developer's Agreement.

**CONFLICT - CONTROLLING TERMS:** If the terms of this Amendment shall in any way conflict with the terms with respect to the granting of the Easement as set forth in the CSM or any terms of the Developer's Agreement, the terms of this Amendment shall control.

**SUCCESSORS AND ASSIGNS:** This instrument shall be binding upon and inure to the benefit of the parties hereto, their heirs, representatives, successors, and assigns.

**COUNTERPARTS.** This Amendment may be executed in any number of counterparts, all of which shall constitute one and the same agreement.

[SIGNATURE PAGE FOR DEVELOPER]

**FIRST INDUSTRIAL INVESTMENTS II, LLC,**  
a Delaware limited liability company

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

Name: \_\_\_\_\_

Its: \_\_\_\_\_

STATE OF \_\_\_\_\_ )

COUNTY OF \_\_\_\_\_ )

The foregoing instrument was acknowledged before me this \_\_\_\_\_ day of \_\_\_\_\_ 2012, by \_\_\_\_\_, the \_\_\_\_\_ of First Industrial Investments II, LLC, a Delaware limited liability company, on behalf of said limited liability company,

\_\_\_\_\_  
Notary Public, \_\_\_\_\_ County, Illinois

(acting in \_\_\_\_\_ County)

My commission expires: \_\_\_\_\_

[SIGNATURE PAGE FOR AFM]

**AFFILIATED FOODS MIDWEST COOPERATIVE,  
INC.,** a Nebraska corporation

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

Name: \_\_\_\_\_

Its: \_\_\_\_\_

STATE OF \_\_\_\_\_ )

COUNTY OF \_\_\_\_\_ )

The foregoing instrument was acknowledged before me this \_\_\_\_\_ day of \_\_\_\_\_ 2012,  
\_\_\_\_\_, the \_\_\_\_\_ of Affiliated Foods Cooperative Midwest, Inc., a  
Nebraska corporation, on behalf of said limited liability company,

\_\_\_\_\_  
Notary Public, \_\_\_\_\_ County, Illinois

(acting in \_\_\_\_\_ County)

My commission expires: \_\_\_\_\_

[Signature Page for City]

**CITY OF KENOSHA**

By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Its: \_\_\_\_\_

STATE OF \_\_\_\_\_ )  
COUNTY OF \_\_\_\_\_ )

The foregoing instrument was acknowledged before me this \_\_\_\_\_ day of \_\_\_\_\_ 2012,  
\_\_\_\_\_, the \_\_\_\_\_ of the City of Kenosha, on behalf of said city.

\_\_\_\_\_  
Notary Public, \_\_\_\_\_ County, Wisconsin  
(acting in \_\_\_\_\_ County)  
My commission expires: \_\_\_\_\_

[Signature Page for Utility]

**KENOSHA WATER UTILITY**

By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Its: \_\_\_\_\_

STATE OF \_\_\_\_\_ )  
COUNTY OF \_\_\_\_\_ )

The foregoing instrument was acknowledged before me this \_\_\_\_\_ day of \_\_\_\_\_ 2012,  
\_\_\_\_\_, the \_\_\_\_\_ of the Kenosha Water Utility, on behalf of said Utility.

\_\_\_\_\_  
Notary Public, \_\_\_\_\_ County, Wisconsin  
(acting in \_\_\_\_\_ County)  
My commission expires: \_\_\_\_\_

Drafted by, and after recording return to:  
Brian Wilke, Development Coordinator  
City of Kenosha  
Department of Community Development & Inspections - Room 308  
625 52<sup>nd</sup> Street  
Kenosha, WI 53140

**EXHIBIT A**

Legal Description of Property

**EXHIBIT B**

Bike Pathway Easement

**City of Kenosha Developers Agreement  
By and Between First Industrial Investments, Inc.  
and the City of Kenosha, Wisconsin  
and the Kenosha Water Utility  
(First Park Kenosha South)**

This Developers Agreement, hereinafter referred to as **AGREEMENT**, is made by and between First Industrial Investments, Inc., hereinafter referred to as **DEVELOPER**, the City of Kenosha, a municipal corporation of the State of Wisconsin, located in Kenosha County, Wisconsin, hereinafter referred to as **CITY**; and the Kenosha Water Utility, hereinafter referred to as **UTILITY**.

**WHEREAS, DEVELOPER** is the owner of approximately 96.24 acres of real estate in City, which is legally described on Exhibit "A", which is attached hereto and made a part hereof, hereinafter referred to as **REAL ESTATE**; and

**WHEREAS, DEVELOPER** desires to divide and develop **REAL ESTATE** for industrial purposes;  
and

**WHEREAS, REAL ESTATE** is zoned M-2, FFO, AIR-3 and AIR-4 at the time of execution of this **AGREEMENT**, which zoning permits the development set forth in this **AGREEMENT**; and

**WHEREAS**, the Plan Commission of **CITY** has recommended to the Common Council and the Common Council of **CITY** has approved a Certified Survey Map of **REAL ESTATE** on the condition that **DEVELOPER** enter into **AGREEMENT** relative to the manner and method by which **REAL ESTATE** is to be developed; and

**WHEREAS, UTILITY** is the accepting and approving agency for **CITY** with respect to sanitary sewerage and water supply systems for **REAL ESTATE**, and **UTILITY** is willing to approve the provision of sanitary sewerage and water supply to **REAL ESTATE** subject to the terms and conditions of **AGREEMENT**; and

**WHEREAS, DEVELOPER** agrees to develop **REAL ESTATE** as hereinafter provided.

**NOW, THEREFORE**, in consideration of the mutual promises and undertakings of the parties, including the approval by **CITY** of a Certified Survey Map of **REAL ESTATE** and the provision of **UTILITY** of sanitary sewerage and water supply, and the agreement of **DEVELOPER** to subdivide and develop **REAL ESTATE**, the parties agree that **REAL ESTATE** will be developed as hereinafter provided.

**I. IMPROVEMENTS AND DESIGN STANDARDS**

**A. Streets**

1. **DEVELOPER** shall at its cost and expense grade, gravel and pave 58th Place in **REAL ESTATE**, in accordance with the street layout indicated on the Certified Survey Map, attached hereto as Exhibit "B", and in accordance with the Street Layout Plan, attached hereto as Exhibit "C" and complete the required off-site street improvements to 88th Avenue, CTH "K" and STH 158. All streets shall be improved with Portland cement concrete curb and gutter and with a pavement of bituminous concrete or Portland cement concrete pavement with integral curb in accordance with **CITY** standards.
2. Streets shall be completed and presented to **CITY** for acceptance not later than

eighteen (18) months after the date upon which CITY shall approve the Certified Survey Map in which they shall be located.

3. CITY shall accept all streets and right-of-way lying within the Certified Survey Map upon (a) completion, in accordance with approved plans and specifications, (b) construction and delivery without defect, damage, or nonconformity, (c) delivery to CITY of a certified reproducible mylar "as-built" drawing, and in digital form acceptable to the CITY; and (d) receipt of lien waivers from all contractors. Said acceptance of said streets and rights-of-way shall be upon recommendation of City Engineer, Board of Public Works, and formal action by the Common Council. The City Engineer shall inspect said streets without unreasonable delay, upon request by DEVELOPER, and issue written notice to DEVELOPER to correct any defect, damage, or nonconformity which may be discovered. Streets found to contain any defect, damage or nonconformity shall be reinspected by the City Engineer and shall not be accepted until corrective action is taken. Upon acceptance by CITY, CITY shall have full jurisdiction and ownership of 58th Place for all intents and purposes and be responsible for the maintenance of said street, subject to the coverage of express warranties of DEVELOPER provided herein.
4. DEVELOPER shall provide easements for utilities: (a) having a minimum width of ten (10') feet adjacent to both sides of the street right-of-way where required by CITY, UTILITY, or applicable utilities; (b) having a minimum width of five (5') feet on rear lot lines, and (c) having a minimum width of five (5') feet on all interior lot lines where required by CITY, UTILITY, or applicable utilities. Easements shall be indicated on any Certified Survey Map and Utility Plans. Required easements may be modified or terminated only in the event that CITY, UTILITY, and other appropriate utilities determine that said easement(s), in full or part, are not required to provide essential service. DEVELOPER shall provide easements for UTILITY as required with a minimum width of twenty (20') feet for water mains and thirty (30') feet for sanitary sewers. UTILITY may require forty (40') foot wide easements for deep sewers.
5. DEVELOPER shall grade, gravel and construct the binder course on 58th Place and provide rough grading as-built plans and complete all off-site improvements to 88th Avenue, CTH "K" and STH 158 prior to the issuance of any occupancy permit by CITY.
6. DEVELOPER shall not conduct any street paving or curb and gutter after November 15th of any calendar year without express written approval of the City Engineer, and no paving work will be permitted after December 1st of any calendar year. Construction may commence after April 1st with the approval of the City Engineer.
7. DEVELOPER shall construct 58th Place to CITY requirements, 88th Avenue and CTH "K" to County requirements and STH 158 to State requirements. DEVELOPER shall be responsible for maintenance of 58th Place, including snow plowing until CITY accepts the improvements.
8. DEVELOPER shall be responsible to acquire and dedicate all right-of-way required for off-site improvements to STH 158, 88th Avenue and 60th Street.
9. DEVELOPER shall obtain all required permits from the CITY and Kenosha County Highway Department.

10. **DEVELOPER** shall complete all required improvements noted in the Traffic Impact Analysis and as noted in the April 24, 2008 letter from the Wisconsin Department of Transportation, Exhibit J.
11. **DEVELOPER** shall post a cash escrow with the **CITY** for a ten (10') foot wide bike/pedestrian path to be constructed along the north side of 60<sup>th</sup> Street at a future date.
12. **DEVELOPER/OWNER** shall be responsible for the cost of future sidewalks along 88th Avenue and STH 158.

#### **B. Sanitary Sewerage System**

1. **DEVELOPER** shall construct, furnish, install and provide, at its cost and expense, a complete sanitary sewerage system throughout **REAL ESTATE**, including the mains and appurtenances which abut land dedicated for any public purpose, in accordance with Sanitary Sewer Plan attached hereto as Exhibit "D", and in accordance with approved specifications. Said system shall be approved by the Wisconsin Department of Natural Resources. Copies of WDNR approvals shall be provided to **UTILITY**.
2. Sanitary sewer construction shall commence within eighteen (18) months after the date upon which **CITY** shall approve the Certified Survey Map.
3. **CITY** and **UTILITY** shall assist **DEVELOPER** in obtaining the right to make connections to **UTILITY'S** sanitary sewerage system.
4. **UTILITY** shall allow **DEVELOPER** to extend and connect its sanitary sewerage system to the sanitary sewerage system of **UTILITY** which will serve **REAL ESTATE** at the cost and expense of **DEVELOPER**, subject to payments, permits and other fees required under any special assessment or other applicable ordinances or regulations enacted and applied on an equal and nondiscriminatory basis. **CITY** and **UTILITY** shall cooperate with **DEVELOPER** in obtaining all necessary permits required from the United States of America, State of Wisconsin, and County of Kenosha for such sanitary sewerage systems, extensions, and connections.
5. **UTILITY** shall accept all sanitary sewerage systems located in the public right-of-way or in any easement lying within **REAL ESTATE** upon (a) completion in accordance with approved plans and specifications, (b) construction and delivery without defect, damage or non-conformance, (c) delivery to **UTILITY** of certified copies of all tests of sanitary sewerage system and a certified reproducible mylar "as-built" drawing thereof and in digital form on Intergraph Microstation format (or DXF) on 3.5" MS-DOS diskettes or CD-ROM (d) receipt of lien waivers from all contractors, and (e) certification by **UTILITY** Engineer of the above. Said acceptance shall be subject to approval by the Board of Water Commissioners. The **UTILITY** Engineer shall inspect said sanitary sewerage system without unreasonable delay upon request by **DEVELOPER** and issue written notice to **DEVELOPER** to correct any defect, damage or nonconformity which may be discovered. Any element of the sanitary sewerage system found to contain any defect, damage or nonconformity shall be reinspected by the **UTILITY** Engineer after repair by **DEVELOPER** and shall not be accepted until corrective action is taken. **DEVELOPER** shall be responsible for operation and maintenance until accepted by **UTILITY**. Upon acceptance by **UTILITY**, **UTILITY** shall be responsible for the operation

and maintenance of said sanitary sewerage system. **DEVELOPER** shall provide **CITY** with density test to certify proper compaction of trench backfill.

6. Sanitary sewer service shall be subject to applicable user and impact fees.

### **C. Water**

1. **DEVELOPER** shall construct, furnish, install and provide at its cost and expense a complete system of water distribution throughout **REAL ESTATE**, including the mains and appurtenances which abut land dedicated for any public purpose, in accordance with the Water Main Plan, attached hereto as Exhibit "E", and in accordance with approved specifications. Said system shall be approved by the Wisconsin Department of Natural Resources.
2. Water distribution system construction shall commence within eighteen (18) months after the date which **CITY** shall approve the Certified Survey Map which the same shall be located.
3. **CITY** and **UTILITY** shall assist **DEVELOPER** in obtaining the right to make connections to **UTILITY'S** water supply system.
4. **UTILITY** shall allow **DEVELOPER** to extend and connect its water system to the water system of **UTILITY** which will serve **REAL ESTATE** at the cost and expense of **DEVELOPER**, subject to payments, permits and other fees as required under any special assessment or other applicable ordinances or regulations enacted and applied on an equal and nondiscriminatory basis.
5. **UTILITY** shall accept all such water distribution system located in the public right-of-way or in any easement lying within **REAL ESTATE** upon (a) completion in accordance with approved plans and specifications, (b) construction and delivery without defect, damage or non-conformance, (c) delivery to **UTILITY** of certified copies of all tests of the water distribution system and a certified reproducible mylar "as-built" drawing thereof and in digital form on Intergraph Microstation format (or DXF) on 3.5" MS-DOS diskettes or CD-ROM, (d) receipt of lien waivers from all contractors, and (e) certification by **UTILITY** Engineer of the above. Said acceptance shall be subject to approval by the Board of Water Commissioners. **UTILITY** Engineer shall inspect said water distribution system without unreasonable delay upon request by **DEVELOPER** and issue written notice to **DEVELOPER** to correct any defect, damage or nonconformity which may be discovered. Any element of the water distribution system found to contain any defect, damage or nonconformity shall be repaired by **DEVELOPER** and reinspected by **UTILITY** Engineer and shall not be accepted until corrective action is taken. **DEVELOPER** shall be responsible for operation and maintenance until accepted by **UTILITY**. Upon acceptance by **UTILITY**, **UTILITY** shall be responsible for the operation and maintenance of said water distribution system. **DEVELOPER** shall provide **UTILITY** with density test to certify proper compaction of trench backfill.
6. Water service shall be subject to payment of applicable user charges.

### **D. Storm and Surface Water Drainage**

1. **DEVELOPER** shall construct, furnish, install, and provide at its cost and expense

adequate facilities for storm and surface water drainage throughout **REAL ESTATE** including the facilities which abut land dedicated or acquired for any public purpose. Storm and surface water drainage shall be in accordance with any applicable Master Plan for the area served, in accordance with the Storm Water Management Plan attached hereto as Exhibit "F" and Storm Sewer Plan attached hereto as Exhibit "G", and in accordance with **CITY** criteria for design of storm sewers. Sump pump discharge lines shall be installed and connected to the storm sewer in accordance with Section 5.115 of the Code of General Ordinances.

Tracer wires shall be installed on all storm sewer mains and laterals including sump pump laterals per City of Kenosha specifications, except for sewers located on private property.

2. **DEVELOPER** shall construct storm water retention basin for the improvement of water quality within Outlot A in conjunction with the Certified Survey Map as depicted in Exhibit "F" and "G". The retention basin shall be functional and operational as a prerequisite to **CITY** issuance of any Footing and Foundation permits for any improvements within **REAL ESTATE**
3. **CITY** shall assist **DEVELOPER** in obtaining the right to make connections and in procuring easements to **CITY'S** nearest appropriate and available storm sewer or drainage system and in allowing **DEVELOPER** to connect to any future storm sewer or drainage system of **CITY**, which is constructed to serve **REAL ESTATE**
4. Retention basins, storm and surface water conveyance systems and outlet structures for storm and surface water shall meet **CITY'S** current outflow and storage requirements. **DEVELOPER** shall submit plans, specifications and calculations for such storm and surface water drainage system to City Engineer and obtain written approval therefrom prior to construction. All portions of the **REAL ESTATE** designated as retention basins and outlet structures located in Outlots A, and Outlots B and C shall either be retained by **DEVELOPER** or assigned to an owner's association.

**DEVELOPER** or the owner's association, shall be responsible for maintenance, replacement or repair of all retention basins, storm and surface water conveyance system and outlet structures lying within **REAL ESTATE**, excepting those on public rights-of-way and shall provide **CITY** with a Maintenance Agreement. **CITY** shall review and approve of any owners association prior to final acceptance of the storm and surface water drainage system. **DEVELOPER** prior to transfer to an owners association, shall provide **CITY** with a maintenance easement for the storm and surface water drainage system not located within public rights-of-way and the **CITY** may specially assess benefited property for any service performed. **CITY** shall assume all control and maintenance responsibility for storm sewers in any public right-of-way upon approval and acceptance of completed improvements. Maintenance and payment of taxes for Outlots A, B and C shall be the responsibility of the homeowners association and/or owners of Lot 1 of the Certified Survey Map.

5. **CITY** shall approve all such storm and surface water drainage facilities, including storm and surface water conveyance systems, located in the public right-of-way or in any easement lying within **REAL ESTATE** upon (a) completion in accordance with approved plans and specifications, (b) construction and delivery without defect, damage or non-conformance, (c) delivery to **CITY** of certified copies of all tests of storm

sewer system and a certified reproducible mylar "as-built" drawing and in a digital form acceptable to the **CITY**, (d) receipt of lien waivers from all contractors, and (e) certification by City Engineer of the above. Approval of the storm and surface water drainage facilities shall be upon recommendation by the City Engineer, Board of Public Works and formal action by the Common Council. The City Engineer shall inspect said storm and surface water drainage facilities without unreasonable delay upon request by **DEVELOPER**, and issue written notice to correct any defect, damage or nonconformity which may be discovered. Any element of the storm and surface water drainage system found to contain any defect, damage or nonconformity shall be reinspected by the City Engineer and shall not be accepted until corrective action is taken. Upon acceptance by **CITY**, **CITY** shall be responsible for the operation and maintenance of said storm and surface water drainage facilities lying within the public rights-of-way within said **REAL ESTATE** subject to the Indemnity and Hold Harmless Agreement of **DEVELOPER** herein provided. **CITY** may specially assess benefited property or initiate a user fee for the cost of maintenance thereof.

6. Storm and surface water conveyance systems shall meet **CITY'S** current requirements. **DEVELOPER** shall submit plans, specifications, and calculations for such storm and surface water drainage system to City Engineer and obtain written approval therefrom prior to construction.

**DEVELOPER** shall be responsible for the maintenance, replacement or repair of all storm and surface water conveyance systems required for the development of property lying within **REAL ESTATE**, excepting those on public rights-of-way. **CITY** shall assume all control and maintenance responsibility for storm sewers in any public right-of-way upon approval and acceptance of completed improvements.

7. Storm and surface water which flows onto any abutting private property may be tied into existing drain tiles, if available, at the perimeter of **REAL ESTATE** with the permission of the abutting property owner where approved by the City Engineer.
8. **DEVELOPER** shall, during the term of **AGREEMENT**, indemnify, defend, and hold harmless **CITY**, **UTILITY**, and officers and employees thereof from and against any and all claims, damages, judgments, costs, expenses, and attorneys' fees which any of them may pay, sustain or incur should any person or party incur property loss or damage arising out of the design or construction of the storm and surface water drainage system, provided that the legal counsel representing any indemnified person or party shall be selected by **DEVELOPER**, and provided further, that **CITY** and **UTILITY** shall cooperate with **DEVELOPER**, and provided further, that **CITY** and **UTILITY** shall cooperate with **DEVELOPER** and **DEVELOPER'S** legal counsel in defending against any such claim. **CITY** and **UTILITY** shall be permitted to assist in the defense of any such claim.

#### **E. Landscaping**

1. **DEVELOPER** shall at its cost and expense, furnish, install, and provide landscaping for the Certified Survey Map within **REAL ESTATE** in conformity with the Tree Planting Plan attached hereto as Exhibit "H". Said landscaping shall be installed and presented to the **CITY** for acceptance prior to or concurrent with the street improvements stipulated in Section I.A.2. of **AGREEMENT**. **DEVELOPER** shall be responsible to water and maintain street trees for thirty (30) days after installation.

2. **DEVELOPER** shall remove and lawfully dispose of all rubbish, barns and outbuildings, dead trees, branches, brush, tree trunks, shrubs, and other natural growth that are inconsistent with approved plans.
3. **DEVELOPER** shall supply and install six (6) inches of topsoil in all lawn parks to bring lawn parks up to final grade.
4. **DEVELOPER** shall protect existing trees within **REAL ESTATE** in accordance with Section 34.10 of the Code of General Ordinances.

#### **F. Street Lamps**

1. **DEVELOPER** shall, at its cost and expense, install or contract with WE Energies for installation of street lamps within **REAL ESTATE** as recommended by the Traffic Engineer in accordance with the Street Lighting Plan, Exhibit "I". Said street lighting shall be installed and presented to the **CITY** for acceptance prior to or concurrent with the street improvements stipulated in Section I.A.2. of **AGREEMENT**. Cost of street lamp operation shall be the responsibility of **CITY**. Poles and fixtures shall be of a type acceptable to the **CITY**. The use of wood poles for lighting is prohibited.

#### **G. Street Signs and Regulatory Signs**

1. **DEVELOPER** shall reimburse **CITY** in an amount equal to its actual cost of the materials for and installation of street name signs at all intersections within the subdivision within thirty (30) days after being billed. Street designations shall be in numeric sequence as determined by **CITY**.
2. **DEVELOPER** shall reimburse **CITY** in an amount equal to its actual cost of materials and installation of all regulatory signs required by **CITY** within the subdivision, within thirty (30) days after being billed.

#### **H. Grading**

1. **DEVELOPER** shall grade **REAL ESTATE** in conformity with the Storm Water Management Plan attached hereto as Exhibit "F" and Storm Sewer Plan attached hereto as Exhibit "G".

#### **I. Construction Management**

1. **DEVELOPER** shall obtain permits and comply with the requirements of Chapter XXXIII of the Code of General Ordinances entitled, "Construction Site Maintenance and Erosion Control Code". Stockpiles of topsoil shall be identified on Grading Plan for any total plat of subdivision for a term as specified by **CITY**. At the time the mass grading Erosion Control Permit is issued, the **DEVELOPER** shall submit a payment of five thousand (\$5,000.00) dollars to guarantee that the conditions of the Erosion Control Permit are being followed as they relate to maintaining the public right-of-way and storm sewer system. The cash assurance shall be used if the **CITY** determines that the **DEVELOPER** or his/her contractor have not kept the right-of-ways clean from mudtracking, if there is damage to the stormwater drainage improvements, or if erosion and sediment controls are not being maintained. The cash assurance shall be

refunded to the landowner once the project is completed and it is determined that the property is in compliance with this requirement.

2. **CITY** and/or **UTILITY** shall provide engineering and inspection services during the installation of water, sanitary sewer, storm sewer, drainage, paving and sidewalk construction for adherence to approved plans and specifications. The cost of the inspection shall be billed to **DEVELOPER** who shall pay the bill within thirty (30) days of receipt. This inspection shall not relieve **DEVELOPER**, **DEVELOPER'S** engineer, or **DEVELOPER'S** contractor from their responsibility to install the infrastructure to proper horizontal and vertical alignment as shown on the approved plans or from providing "as-built" plans. Any and all testing services deemed necessary by **CITY** and/or **UTILITY** shall be paid for by **DEVELOPER**.
3. **DEVELOPER** shall abandon any wells on **REAL ESTATE** per Wisconsin Department of Natural Resources requirements Chapter NR 112, Wisconsin Administrative Code and Section 32.09 of the City Code of General Ordinances. **DEVELOPER** shall provide a copy of any completed well abandonment form to **UTILITY**.
4. **DEVELOPER** shall provide final improvement plans for Exhibits "C" through "I" and obtain **CITY** and **UTILITY** approval prior to the construction.
5. Construction of public improvements can commence only upon written authorization of **CITY** and **UTILITY**, which authorization shall not be unreasonably withheld. **DEVELOPER** shall hold a pre-construction meeting which shall be attended by **CITY**, **UTILITY**, contractor and consultants' inspector.
6. **UTILITY** Engineering Services Division reserves the right to hire outside testing services if proper testing is not being performed or the results of the testing does not conclusively determine the proper completion of the work covered under Section 1.D. and 1.E. of the **AGREEMENT**. **DEVELOPER** shall reimburse **UTILITY** for all costs for outside testing services.
7. **DEVELOPER** shall complete a T.V. Inspection of the completed sanitary sewer system. T.V. Inspection shall be performed by an inspection service acceptable to the **UTILITY**. Video tapes and written logs of all sewer inspections shall be submitted to **UTILITY** for review. Any repairs or cleaning identified by the T.V. Inspection shall be promptly performed by the **DEVELOPER** and the effected area re-televised.  
  
**UTILITY** reserves the right to perform the T.V. Inspection of the sanitary sewer system, with **DEVELOPER** reimbursing the **UTILITY** for the cost of the inspection.
8. **CITY** reserves the right to hire outside testing services if proper testing is not being performed or the results of the testing does not conclusively determine the proper completion of the work under all sections of the **AGREEMENT**. **DEVELOPER** shall reimburse **CITY** for all costs for outside testing services.
9. **DEVELOPER** shall complete a T.V. Inspection of the completed storm sewer system. T.V. Inspection shall be performed by an inspection service acceptable to the **CITY**. Video tapes and written logs of all sewer inspections shall be submitted to **CITY** for review. Any repairs or cleaning identified by the T.V. Inspection shall be promptly

performed by the **DEVELOPER** and the effected area re-televised.

**CITY** reserves the right to perform the T.V. Inspection of the storm sewer system, with **DEVELOPER** reimbursing the **CITY** for the cost of the inspection.

## II. DEDICATION AND ASSURANCE OF COMPLETION OF IMPROVEMENTS

- A. Subject to all other provisions of **AGREEMENT** and the exhibits hereto attached, **DEVELOPER** shall, without charge to **CITY** or **UTILITY** upon completion of all of the above described improvements located in public areas, unconditionally give, grant, convey and fully dedicate same to **CITY** and **UTILITY**, its successors and assigns, forever, free and clear of all encumbrances whatever, together with, including without limitation because of enumerations, all buildings, structures, mains, conduits, pipes, lines, plant machinery, equipment appurtenances and habiliments which may in any way be a part of or pertain to such improvements and together with any and all necessary easements for access thereto. After such dedication, **CITY** and **UTILITY** shall have the right to connect or integrate same into their related facilities as **CITY** and **UTILITY** shall determine, with no payment to, award of damages, or consent of **DEVELOPER**. Dedication shall not constitute acceptance of any improvement by **CITY** or **UTILITY**. All improvements will be accepted by **CITY** or **UTILITY** in writing in the manner herein set forth, where in conformance with **AGREEMENT**. **DEVELOPER** shall be responsible for the maintenance and snow plowing of any streets constructed within **REAL ESTATE** until said streets are formally accepted by **CITY** as specified in this **AGREEMENT**.
- B. Prior to approval by **CITY**, **DEVELOPER** shall deposit with the Clerk-Treasurer of **CITY** an assurance for completion of all improvements therein, in an amount established by the City Engineer and **UTILITY** General Manager that will reasonably compensate **CITY** and **UTILITY** for their cost of completion of any improvements not timely completed by **DEVELOPER** in accordance with plans and specifications.
- C. If and to the extent that **DEVELOPER** shall properly complete portions of improvements for which it shall have deposited an assurance with the Clerk-Treasurer of **CITY**, then, upon request of **DEVELOPER** the Clerk-Treasurer of **CITY** shall, upon recommendation of City Engineer or General Manager of **UTILITY**, accordingly reduce the amount of the assurance required in proportion to the work completed. Prior to the release of any amount of the assurance, **DEVELOPER** shall submit to **CITY** and **UTILITY** a waiver of lien from all contractors and subcontractors.
- D. The form of the assurance required hereby is a cash assurance or an Irrevocable Letter of Credit which must be approved by the City Attorney as protecting **CITY** and **UTILITY** and providing access to funds to timely complete required improvements in accordance with approved plans and specifications. Should assurance funds be insufficient, **CITY** and **UTILITY** may perform required work at the cost and expense of the **DEVELOPER** and specially assess benefited **REAL ESTATE** therefor, if **DEVELOPER** has not timely paid for said improvements. If required improvements have not been completed within the term of a Letter of Credit and the Letter of Credit is about to expire and has not been renewed, **CITY** and **UTILITY** may draw upon the Letter of Credit to assure funds are available for completion of required improvements.

## III. MISCELLANEOUS REQUIREMENTS

**A. Survey Monuments**

1. **DEVELOPER** shall properly place and install all survey and other monuments required by statute or ordinance.

**B. Grade**

1. **DEVELOPER** shall furnish **CITY** with final engineering plans on reproducible mylar, and digital format, a final grading plan indicating the street grade and finished yard grade at building, elevation of sidewalks, elevation of finished yard grade at building and property lines and elevation of swales (if required).

**C. Notice of Installation and Construction of Public Improvements**

1. **DEVELOPER** shall not construct any public improvement until Certified Survey Map and Development Agreement have been approved by the Common Council, the Development Agreement has been signed by all parties and all required assurances have been received and approved. **DEVELOPER** shall not commence the installation and construction of any public improvement without first obtaining written authorization from **CITY** and **UTILITY** and then notifying **CITY** and **UTILITY** two working days in advance of the physical commencement of construction. This notification requirement shall also apply to a work resumption following a work interruption of over five (5) working days.

**D. Assurance**

1. Assurance shall mean a cash bond or irrevocable Letter of Credit approved by the City Attorney.

**IV. GUARANTEE OF STREETS, SIDEWALKS AND UTILITIES**

- A. **DEVELOPER** shall guarantee the street, sidewalk, and all utility improvements required herein against defects due to faulty materials or workmanship of which it is notified in writing within a period of one (1) year from the date of acceptance of any improvement by the Common Council or Board of Water Commissioners. **DEVELOPER** shall perform and pay for any required repairs. **UTILITY** may elect to complete repairs to sanitary sewer and water system if **UTILITY** deems necessary. **DEVELOPER** shall pay **UTILITY** for said repairs at **UTILITY'S** time and material rates.
- B. To assure compliance with said guarantee, **DEVELOPER** shall deposit with **CITY** a cash bond, letter of credit, or other assurance in an amount determined sufficient by **CITY** and **UTILITY** to support guarantee
- C. With respect to any portion of **REAL ESTATE** for which **CITY** shall approve a Certified Survey Map, **DEVELOPER** shall assume responsibility for any settlement of fill material that may occur in any utility trenches in any right-of-way or easement not under street pavement or sidewalk for a period of one (1) year from the date of the last acceptance by **CITY** or **UTILITY** of any **UTILITY** improvement located in such portion of **REAL ESTATE**

**V. CITY'S RESPONSIBILITIES**

A. CITY shall process occupancy permits at such time as required improvements have been constructed and applicable Conditions of the Conditional Use Permit have been satisfied. CITY shall not unreasonably withhold an occupancy permit due to the lack of any improvement, where applicant is otherwise entitled thereto and where an assurance therefor has been posted with CITY or UTILITY as herein required. Occupancy permits may be denied if utilities and storm and surface water drainage system required to serve property are not fully operational. CITY shall have the authority to withhold building and inspection services if DEVELOPER does not reasonably comply with the requirements of Chapter XXXIII of the Code of General Ordinances entitled, "Construction Site Maintenance and Erosion Control Code." All street improvements shall be completed prior to the issuance of any Occupancy permits.

B. CITY shall process and issue building permits without unreasonable delay after application so long as there is compliance with standards for the issuance thereof set forth in applicable CITY and State laws, rules or regulations and applicant has obtained all required CITY and State approvals. Ordinances governing CITY building and occupancy permits shall be applicable as they exist on the date of permit issuance.

C. CITY shall not provide trash pickup service.

#### VI. CONSTRUCTION AND FINANCE

A. Granular trench backfill shall be used under all pavement and sidewalks and within twenty-four (24) inches thereof, but shall not be required in any unpaved parkways, provided that DEVELOPER shall deposit with CITY the assurances herein required to guarantee improvements. CITY shall test granular backfill for proper compaction and shall charge DEVELOPER therefor, at its actual cost.

B. Inspection fees shall be computed at CITY or UTILITY employee's hourly rate plus indirect costs.

#### VII. MISCELLANEOUS

A. CITY represents that the provisions of AGREEMENT are consistent with its Zoning and Code of General Ordinances, or if inconsistent, are lawfully inconsistent therewith.

B. All notices, requests, demands, and other matters required to be given or which may be given hereunder shall be in writing and shall be deemed given when delivered in person or when deposited in the United States mail, registered or certified, return receipt requested, postage prepaid, addressed to the respective parties at the addresses stated below:

If to CITY:

City Clerk  
Municipal Building  
625 52nd Street  
Kenosha, WI 53140

with copies to:

Mayor and City Attorney  
Municipal Building  
625 52nd Street  
Kenosha, WI 53140

If to **UTILITY**:  
General Manager  
Kenosha Water Utility  
4401 Green Bay Road  
Kenosha, WI 53144

with a copy to:  
City Attorney  
(see address above)

If to **DEVELOPER**:  
Michael Powers  
First Industrial Investments, Inc.  
311 S. Wacker Drive - Suite 4000  
Chicago, IL 60606

C. Any party hereto may, in law or in equity, by suit, action, or mandamus, or other proceedings, including specific performance, enforce or compel the performance of **AGREEMENT**.

D. If any provision, covenant, or portion of **AGREEMENT** or its application to any person, entity or property is held invalid or unenforceable by a Court of Law or Equity, such status shall not affect the application or validity or other provisions covenants, or portions of **AGREEMENT** which can be given effect without the invalid provisions or applications, and to this end, the provisions and covenants of **AGREEMENT** are declared to be severable.

E. It is understood and agreed by the parties hereto that time is of the essence with respect to the provisions of **AGREEMENT** specifying dates and deadlines and the parties agree to expeditiously comply therewith.

F. Copies of all exhibits described herein are appended hereto and are by reference incorporated herein.

#### VIII. AMENDMENTS

The parties may, by mutual consent, amend **AGREEMENT**, subject to approval thereof by the respective governing bodies of **CITY** and **UTILITY**.

#### IX. AUTHORIZATION

A. **DEVELOPER** enters into this **AGREEMENT** by authority of action taken by the partnership on the 14<sup>th</sup> day of January, 2008.9

B. **CITY** enters into this **AGREEMENT** by authority of action taken by its Common Council on the 2<sup>nd</sup> day of June, 2008.

C. **UTILITY** enters into this **AGREEMENT** by authority of action taken by its Board on the 28<sup>th</sup> day of May, 2008.

## **X. EXHIBITS**

The exhibits to **AGREEMENT** listed below are made a part of **AGREEMENT**, as approved by **CITY**, and shall be provided to **CITY** and **UTILITY** by **DEVELOPER** on reproducible mylar.

- Exhibit A: Legal Description
- Exhibit B: Certified Survey Map
- Exhibit C: Street Layout Plan
- Exhibit D: Sanitary Sewer Plan
- Exhibit E: Water Main Plan
- Exhibit F: Storm Water Management & Storm Sewer Plan
- Exhibit G: Storm Sewer Plan
- Exhibit H: Tree Planting Plan
- Exhibit I: Street Lighting Plan
- Exhibit J: Wisconsin Department of Transportation letter dated 2008

NOTE: Exhibits C - I are Preliminary Exhibits.  
Final Exhibits shall be on file in the Department of City Development.

XI. EXECUTION

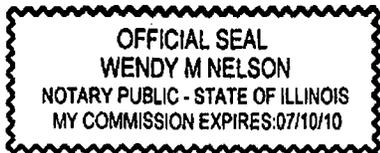
This AGREEMENT will be executed as follows:

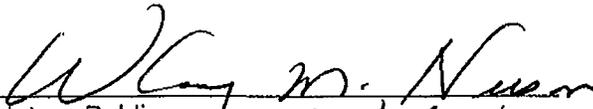
A. By DEVELOPER on the 14<sup>th</sup> day of January, 2008.<sup>a</sup>

  
\_\_\_\_\_  
Michael Powers  
First Industrial Investments, Inc.

STATE OF ILLINOIS)  
COOK : SS  
COUNTY OF DuPAGE)

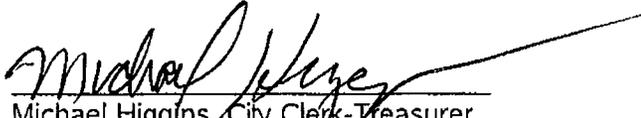
Personally came before me this 14 day of JANUARY, 2008<sup>9</sup>, the above-named Michael Powers, to me known to be the person who executed the foregoing instrument and acknowledge same.



  
\_\_\_\_\_  
Notary Public, COOK County  
My Commission Is/Expires: 07/10/10

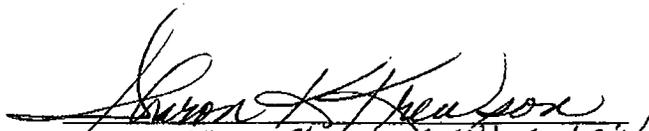
B. By CITY on the 29<sup>th</sup> day of JANUARY, 2008.

  
\_\_\_\_\_  
Keith G. Bosman, Mayor

  
\_\_\_\_\_  
Michael Higgins, City Clerk-Treasurer

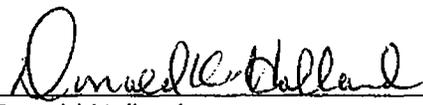
STATE OF WISCONSIN)  
: SS  
COUNTY OF KENOSHA)

Personally came before me this 29<sup>th</sup> day of JANUARY, 2008, the above-named Keith G. Bosman and Michael Higgins, to me known to be the persons who executed the foregoing instrument and acknowledge same.

  
\_\_\_\_\_  
Notary Public, State of WISCONSIN  
My Commission Is/Expires: 2/8/09

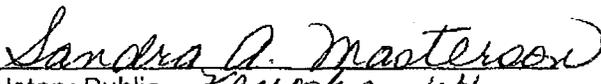
C. By UTILITY on the 28<sup>th</sup> day of May, 2008.

  
Edward St. Peter  
General Manager

  
Donald Holland  
Board of Water Commissioners Chairman

STATE OF WISCONSIN)  
: SS  
COUNTY OF KENOSHA)

Personally came before me this 28<sup>th</sup> day of May, 2008, the above-named Edward St. Peter and Donald Holland, to me known to be the persons who executed the foregoing instrument and acknowledge same.

  
Notary Public, Kenosha, WI  
My Commission Is/Expires: February 5, 2012

The following exhibits to the developers agreement are on file in the office of the Department of City Development, City of Kenosha, located at 625 52nd Street, Room 308, Kenosha, WI 53140:

- Exhibit C: Street Layout Plan
- Exhibit D: Sanitary Sewer Plan
- Exhibit E: Water Main Plan
- Exhibit F: Storm Water Management and Storm Sewer Plan
- Exhibit G: Storm Sewer Plan
- Exhibit H: Tree Planting Plan
- Exhibit I: Street Lighting Plan
- Exhibit J: Wisconsin Department of Transportation Letter dated 2008

**DEVELOPER** shall provide **CITY** said complete, full scale and hard copy final improvement plans for referenced exhibits prior to construction of the Certified Survey Map. All plans shall be in conformance with design standards in effect at the time of construction.

<b>Planning &amp; Zoning Division</b> 625 52 <sup>nd</sup> Street Kenosha, WI 53140 262.653.4030	<b>Kenosha City Plan Commission</b>  <b>FACT SHEET</b>	March 8, 2012	Item #7
<b>Bicycle and Pedestrian Easement Agreement by and between Affiliated Foods Midwest Cooperative, Inc., and City of Kenosha for property at 8100 60th Street. (Affiliated Foods) (District #16 - formerly District #16) PUBLIC HEARING</b>			

**LOCATION/SURROUNDINGS:**

Site: 8100 60th Street  
 Zoned: M-2 Heavy Manufacturing/Air-3 and Air-4 Airport Overlay

**NOTIFICATIONS/PROCEDURES:**

The alderman of the district, Alderman Downing, has been notified. This item will also be reviewed by the Public Works Committee before final approval by the Common Council.

**ANALYSIS:**

- In 2008, Affiliated Foods received a Conditional Use Permit approval for a new distribution center. As part of the approval of this project, a Certified Survey Map was reviewed and approved. With approval of the Certified Survey Map, a twenty (20') foot wide Easement was recorded for a bicycle and pedestrian path on Affiliated Food's property, along the entire length of the 60th Street frontage. This off-street path was recommended in the City's adopted *Bicycle and Pedestrian Facilities Plan*.
- Affiliated Foods desires to clarify who will finance, construct, maintain and repair the bicycle/pedestrian path, which would be a ten (10') foot wide paved path within the Easement.
- The attached Easement would require that:
  - The original developer, First Industrial, would deposit a \$60,000 escrow with the City for the future construction of the path.
  - The City would construct the path with the \$60,000.
  - Affiliated Foods would maintain the path on a day to day basis, including snow plowing and debris removal.
  - The City would repair/replace the path in future years at the City's expense.

**RECOMMENDATION:**

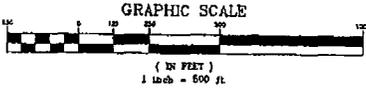
A recommendation is made to approve the proposed Bicycle and Pedestrian Easement.

  
 Brian R. Wilke, Development Coordinator

  
 Rich Schroeder, Interim Deputy Director

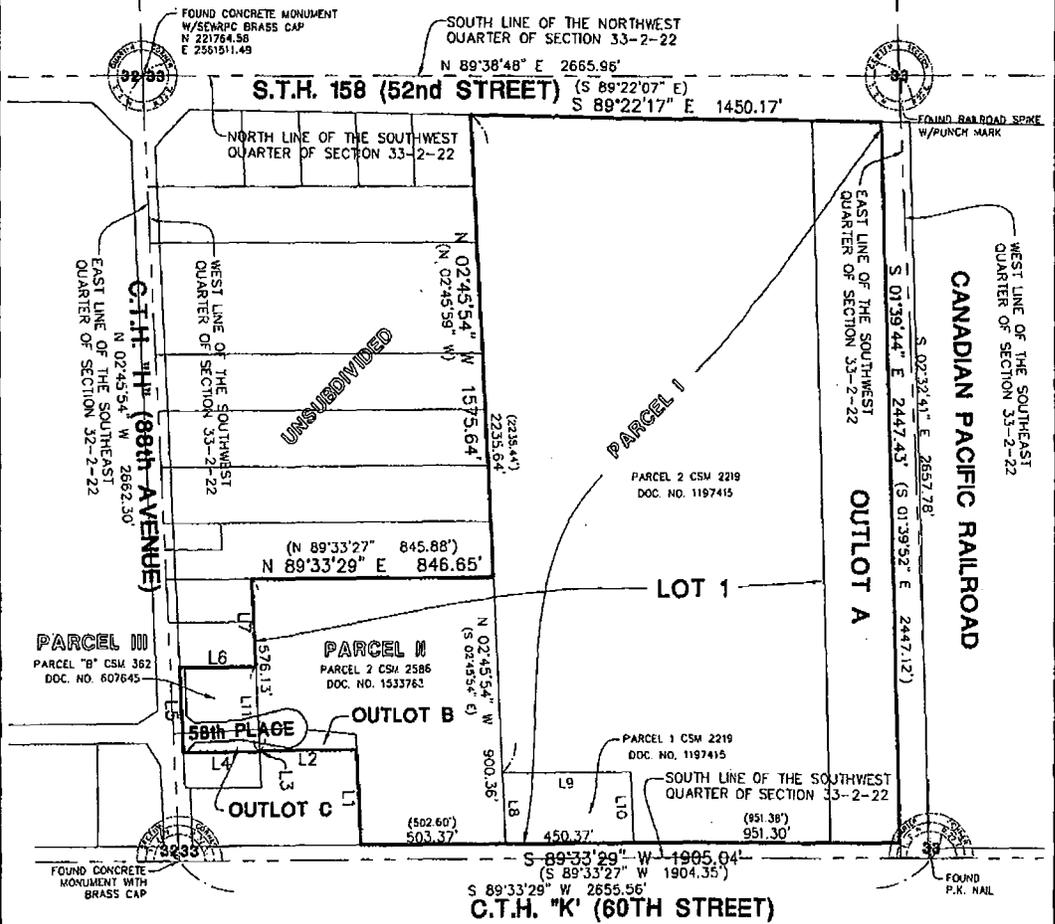
# CERTIFIED SURVEY MAP NO. 2633

PART OF THE SOUTHWEST QUARTER OF SECTION 33, TOWNSHIP 2 NORTH, RANGE 22 EAST  
 OF THE FOURTH PRINCIPAL MERIDIAN IN KENOSHA COUNTY, WISCONSIN.

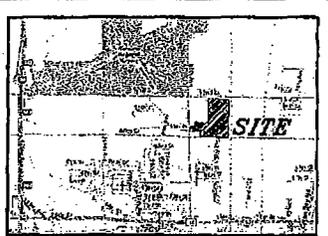


BASIS OF BEARINGS: GRID NORTH, WISCONSIN  
 STATE PLANE COORDINATE SYSTEM, SOUTH ZONE

OWNER: PARCELS I, II & III  
 AFFILIATED FOODS MIDWEST COOPERATIVE, INC.  
 1301 OMAHA AVENUE  
 P.O. BOX 1067  
 NORFOLK, NEBRASKA 68701-1067

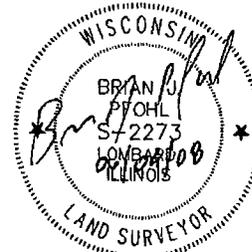


**LOCATION MAP**  
 (NOT TO SCALE)



LINE	BEARING	LENGTH
L1	N 02°45'54" W	324.23'
L2	S 89°33'29" W	343.28'
L3	S 02°45'54" E	4.67'
L4	S 89°33'29" W	266.97'
L5	N 02°45'54" W	285.60'
L6	N 89°33'29" E	266.97'
L7	N 02°45'54" W	295.20'
LB	N 02°45'54" W	240.36'
L9	N 89°33'29" E	450.37'
L10	S 02°45'54" E	240.36'
L11	N 02°45'54" W	285.60'

TAX KEY 08-222-33-301-022  
 08-222-33-301-026  
 08-222-33-301-301  
 08-222-33-301-302



**Manhard CONSULTING LTD**  
 2050 Fawley Road, Suite 60 Lombard, IL 60148 tel: (630) 591-9500 fax: (630) 591-8555 www.manhard.com  
 Civil Engineers - Surveyors - Water Resources Engineers - Water & Wastewater Engineers  
 Construction Managers - Environmental Scientists - Landscape Architects - Planners

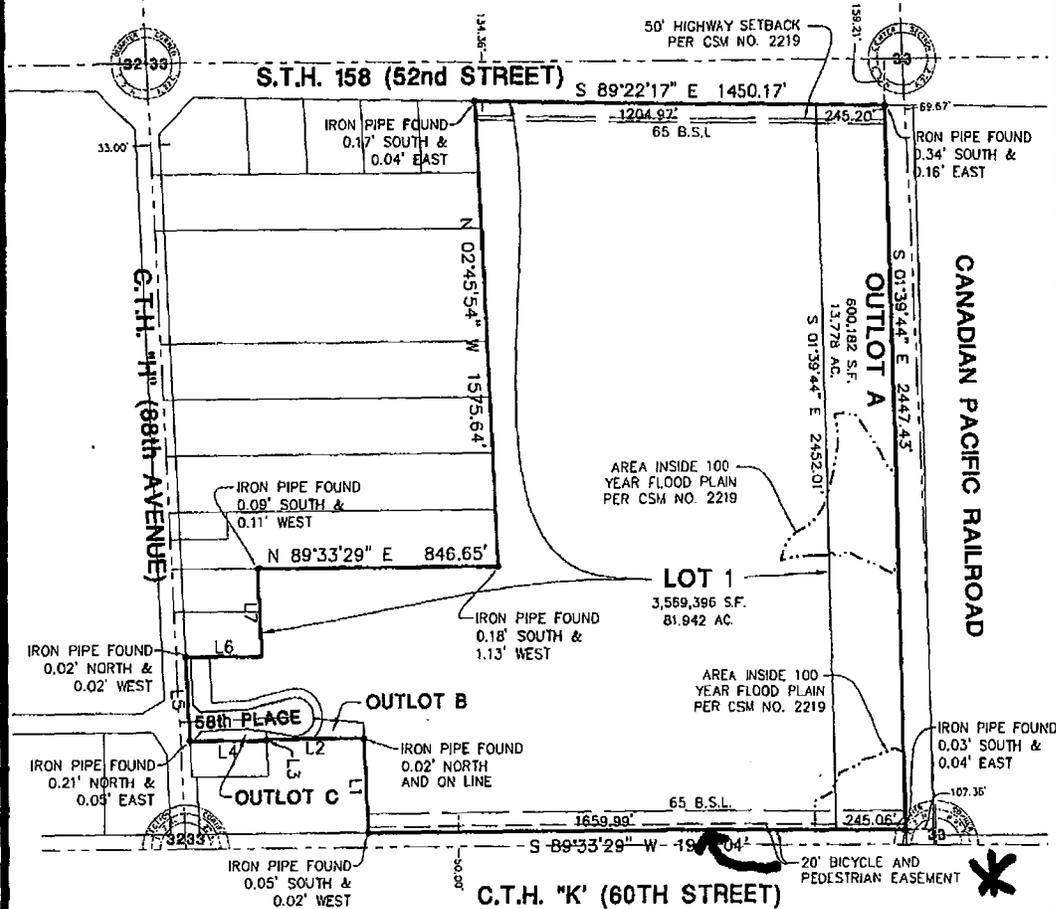
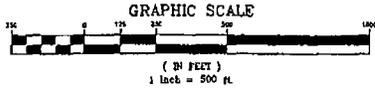
CSM  
 CITY OF KENOSHA, WISCONSIN  
 FIRST PARK KENOSHA SOUTH  
 PROJ. MGR.: BJP SHEET  
 DRAWN BY: DMW 1 OF 5  
 DATE: 06/04/08  
 SCALE: 1" = 500' FIDKEW2 060985

# CERTIFIED SURVEY MAP NO. \_\_\_\_\_

PART OF THE SOUTHWEST QUARTER OF SECTION 33, TOWNSHIP 2 NORTH, RANGE 22 EAST  
OF THE FOURTH PRINCIPAL MERIDIAN IN KENOSHA COUNTY, WISCONSIN.

## BICYCLE AND PEDESTRIAN EASEMENT PROVISIONS

A PERMANENT EASEMENT IS HEREBY GRANTED TO THE CITY OF KENOSHA, FOR PUBLIC INGRESS AND EGRESS, IN, OVER, UNDER, ACROSS, ALONG AND UPON THE SURFACE OF THE PROPERTY SHOWN WITHIN AREAS IDENTIFIED ON THE PLAT AS THE BICYCLE AND PEDESTRIAN EASEMENT. SAID EASEMENT IS TO BE FOR THE INSTALLATION, MAINTENANCE, AND REMOVAL OF SIDEWALKS, PATHWAYS, AND OTHER FEATURES IN ACCORDANCE WITH THE CITY OF KENOSHA ZONING ORDINANCES AS AMENDED.



### NOTE:

- 5/8" X 18" LONG IRON ROD (WEIGHING NOT LESS THAN 1.13 LBS./FT) SET AT ALL PROPERTY CORNERS AND POINTS OF GEOMETRIC CHANGE.
- NO DEVELOPMENT OR SITE WORK SHALL OCCUR ON LOT 1 UNTIL A DETAILED DRAINAGE PLAN FOR THE ENTIRE SITE IS APPROVED BY THE CITY ENGINEER.
- LOT 1 SUBJECT TO RESTRICTIONS SHOWN ON CSM NO. 2219.
- CROSS ACCESS SHALL BE ALLOWED ACROSS OUTLOT C FOR THE PURPOSE OF A VEHICULAR CONNECTION TO 58TH PLACE FOR THE PARCELS TO THE SOUTH.
- THE OWNER OR OWNERS OF LOT 1 SHALL BE RESPONSIBLE FOR THE MAINTENANCE OF THE STORMWATER POND AND PAYMENT OF THE TAXES ON OUTLOT A.

LINE TABLE		
LINE	BEARING	LENGTH
L1	N 02°45'54" W	324.23'
L2	S 89°33'29" W	343.28'
L3	S 02°45'54" E	4.67'
L4	S 89°33'29" W	266.97'
L5	N 02°45'54" W	285.60'
L6	N 89°33'29" E	266.97'
L7	N 02°45'54" W	295.20'

### ABBREVIATIONS:

B.S.L. - BUILDING SETBACK LINE



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Construction Managers • Environmental Scientists • Landscape Architects • Planners

CSM  
CITY OF KENOSHA, WISCONSIN  
FIRST PARK KENOSHA SOUTH

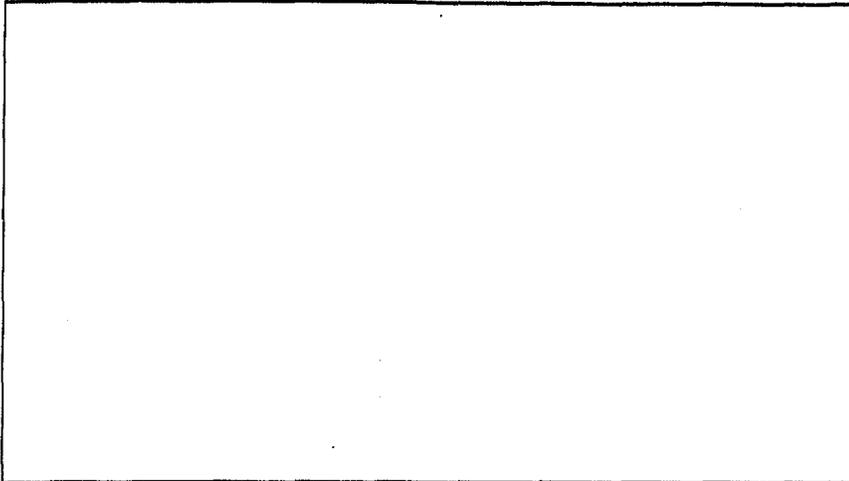
PROJ. NO.: BP  
DRAWN BY: DMW  
DATE: 06/04/08  
SCALE: 1" = 500'

SHEET  
2 OF 5  
FIDKEW2 060985

16:20 Day 10:00: 2: V:\diaz\y\y\Survey\Final Drawings\CSM\PRD02 - CSM.dwg Uploaded By: Brian P.

DOCUMENT NO.

BICYCLE AND PEDESTRIAN EASEMENT



THIS SPACE RESERVED FOR RECORDING DATA

NAME AND RETURN ADDRESS

08-222-33-301-201 / 08-222-33-301-202

PARCEL IDENTIFICATION NUMBER (PIN)

THIS BICYCLE AND PEDESTRIAN EASEMENT AGREEMENT ("Agreement") is made as of this \_\_\_\_\_ day of \_\_\_\_\_, 2012 by and between **AFFILIATED FOODS MIDWEST COOPERATIVE, INC.**, a Nebraska corporation, whose address is 1301 Omaha Avenue, Norfolk, Nebraska 68702-1067 (the "Grantor") and the **CITY OF KENOSHA**, whose address is 625 – 52<sup>nd</sup> Street, Kenosha, Wisconsin 53140 (the "Grantee").

**RECITALS**

A. Grantor owns that certain real property located in Kenosha, Wisconsin which is more particularly described in the attached Exhibit A (the "Property").

B. Pursuant to the provisions of Certified Survey Map No. 2633 recorded as Document #1561649 (the "CSM"), First Industrial Investment, Inc., as successor-in-interest to Grantor, provided to Grantee a permanent easement across a portion of the Property for the purpose of constructing and maintaining a bicycle and pedestrian sidewalk/pathway (the "Pathway").

C. Grantor and Grantee desire to reaffirm and clarify the terms of the easement for the Pathway, all on the terms and conditions as set forth herein.

NOW, THEREFORE, in consideration of the premises, and for other valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties hereby agree as follows:

**GRANT OF PERMANENT EASEMENT:** Grantor hereby grants and conveys to Grantee a permanent non-exclusive easement across and through the portion of the land located on the Property as more fully described in the attached Exhibit B (the "Easement") for the purpose of installing, constructing, operating, repairing and replacing the intended Pathway. Additionally, the Grantor hereby grants and conveys to Grantee the right to enter upon the Property for the purpose of access to the Easement, provided, however, Grantee shall provide at least ten (10) days prior notice to Grantor before accessing the Property, except in the event of an emergency, which notice will specify the work to be performed and a date when the work will be completed.

**RESPONSIBILITIES OF GRANTOR AND GRANTEE WITH RESPECT TO PATHWAY:** Grantee shall install and construct the Pathway within the Easement, and after completion of the Pathway, shall be responsible for any future operation, repair or replacement of the Pathway. For purposes of clarification, Grantee shall be responsible for future repair or replacement of the Pathway for any damage deemed to be normal wear and tear. Grantor shall be responsible for future repair or replacement of the Pathway for damage deemed in excess of normal wear and tear. Grantee shall construct the Pathway at such future date as Grantee

shall elect, in its sole discretion, upon not less than thirty (30) days prior written notice to Grantor. After completion of the Pathway, Grantor shall thereafter clear and maintain the Pathway free from obstructions and debris, at Grantor's sole cost and expense; provided, if Grantor shall fail to maintain the Pathway free from obstructions and debris, Grantee may, at its sole option, also access the Pathway to clear any obstructions and debris. Grantee shall charge, assess or otherwise levy any fees, fines or penalties to Grantor for removal of any obstructions and debris in conformance with Section 5.11 of the City of Kenosha General Code of Ordinances. Grantee shall not interfere with Grantor's operations or with Grantor or its invitees' access to the Property in connection with its installation, construction, operation, repair and replacement work. Grantee will not block, or allow the blockage of in any manner, more than half of any access drive at any time, allowing at least one lane open at all times in each access drive for vehicular traffic. Grantee shall separate by cones or other appropriate construction safety barriers the Easement while Grantee performs any work in the Easement. In no event shall the Easement be utilized for motorized vehicles of any kind.

**CONSIDERATION:** Grantor hereby acknowledges receipt of the sum of One Dollar (\$1.00) for this grant and conveyance of this easement.

**RESTORATION OF PROPERTY:** Any portion of the Property which is damaged by the Grantee's exercise of the Easement granted shall be repaired by Grantee to the condition that existed prior to the commencement of Grantee's work.

**INDEMNITY.** Grantee agrees to indemnify, defend, and hold Grantor, its successors, assigns, officers, directors, agents, lessees, licensees and employees harmless from and against any and all claims, losses, liens, liabilities, penalties, suits, actions, proceedings, judgments, demands, damages (including any consequential damages, whether foreseen or unforeseen), costs, and expenses (including reasonable attorneys' fees and court costs) made, incurred or asserted as a result of Grantee's, its agents, contractor's access to the Property or Grantee's, its agents or other public use of the Easement. Grantee hereby waives the limits on liability for Grantee set forth in Wis.Stat. Section 893.80(3).

**NOTICE.** All notices should be sent to the addresses noted above. Any party may lodge written notice of a change of address. All notices shall be in writing, and sent by nationally recognized overnight carrier or sent by certified mail, return receipt requested, and postage or other charges prepaid, to the addresses provided for in this paragraph and shall be deemed given when placed in the mail or as of the time it is deposited with the overnight carrier.

**CONFLICT – CONTROLLING TERMS:** If the terms of this Agreement shall in any way conflict with the terms with respect to the granting of the Easement as set forth in the CSM, the terms of this Agreement shall control.

**DATE OF GRANT AND CONVEYANCE:** \_\_\_\_ day of \_\_\_\_\_, 2012. This instrument shall be binding upon and inure to the benefit of the parties hereto, their heirs, representatives, successors, and assigns.

[SIGNATURE PAGE FOR GRANTOR]

**AFFILIATED FOODS MIDWEST COOPERATIVE,  
INC., a Nebraska corporation**

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

Name: \_\_\_\_\_

Its: \_\_\_\_\_

STATE OF \_\_\_\_\_ )

COUNTY OF \_\_\_\_\_ )

The foregoing instrument was acknowledged before me this \_\_\_\_\_ day of \_\_\_\_\_, 2012, by \_\_\_\_\_, the \_\_\_\_\_ of Affiliated Foods Cooperative Midwest, Inc., a Nebraska corporation, on behalf of said limited liability company,

\_\_\_\_\_  
Notary Public, \_\_\_\_\_ County, \_\_\_\_\_

(acting in \_\_\_\_\_ County)

My commission expires: \_\_\_\_\_

[Signature Page for City of Kenosha]

**CITY OF KENOSHA**

\_\_\_\_\_  
Mayor Keith Bosman

\_\_\_\_\_  
Debra Salas, City Clerk

STATE OF WISCONSIN  
COUNTY OF KENOSHA

The foregoing instrument was acknowledged before me this \_\_\_\_\_ day of \_\_\_\_\_, 2012, by Keith G. Bosman, Mayor and Debra Salas, City Clerk, on behalf of said city.

\_\_\_\_\_  
Notary Public, \_\_\_\_\_ County, Wisconsin  
(acting in \_\_\_\_\_ County)  
My commission expires: \_\_\_\_\_

Drafted by, and after recording return to:  
Brian Wilke, Development Coordinator  
City of Kenosha  
Department of Community Development & Inspections - Room 308  
625 52<sup>nd</sup> Street  
Kenosha, WI 53140

**EXHIBIT A**

Legal Description of Property

**EXHIBIT B**

Legal Description of Easement

March 9, 2012

TO: G. John Ruffolo  
Public Works Committee Chairman

FROM: Shelly Billingsley, P.E. *Shelly Billingsley*  
Director of Engineering

SUBJECT: Project Status Report

- Project #09-1024 - I-94 West Frontage Road from CTH K (60<sup>th</sup> Street) to 71<sup>st</sup> Street** – [Super Western] Working on getting close out documents from contractor. All work is complete. (17)
- Project #08-1443 – Bike Path Extensions** – Project design is nearly complete. City is waiting for WisDOT approval. (16)
- Project #11-1208 – Sidewalk Repair** – [Oakes] Work is complete except for punch list items. (City wide)
- Project #11-1211 – Windstorm Damage Walk**– [Gleason] Work is complete except for punch list items. (Citywide)
- Project #08-1021 – 39<sup>th</sup> Avenue from 18<sup>th</sup> Street to 24<sup>th</sup> Street** – [LaLonde] Project is complete. The contractor completed the hauling of the stockpile material and will complete the landscaping and sidewalk punch list items in the spring.
- Project #09-1011 – New Road Construction – 56<sup>th</sup> Street from 64<sup>th</sup> Ave to 68<sup>th</sup> Ave.** – [Reesmans] Project has been completed and finalizing punch list items.
- Project #09-1413 – Washington Park Veldrome Facility** – [Rasch] Project is 90% complete. (6)
- Project #11-1416 Petzke Park Mass Grading** – [BCF Construction] The parking lot has received the base material and will be paved in the spring. The contractor is working when they can due to the weather conditions. Construction is scheduled to be completed in early July. (1)
- Project #11-1131 –Curb and Gutter Repair** – [Marvin Gleason] Work is complete except for punch list items (City wide)
- Project #11-1133 – Windstorm C&G Replacement** – [Gleason] Work is complete except for punch list items. (Citywide)
- Project #09-1121 Forest Park Evaluation** – Staff is in the final phases of finalizing the report. A final meeting will be arranged with Water Utility and Stormwater Utility staff to generate the last comments to the report for Strand Associates to finalize. (1)
- Project #10-1126 Wetland Mitigation Bank** – [Wetlands and Waterways Consulting LLC] The consultant has received comments from the DNR regarding the proposed plan. Changes are have been made to the report and will be resubmitted for final comments to the DNR before the report can be finalized. (16)
- Project #10-1130 Vehicle Wash System Installation Truck Wash** – [InterClean] The wash is operational and departmental training is still being conducted. (15)
- Project #10-1131 River Crossing Swale Restoration** – [Applied Ecological Services] The plans are being developed to enhance the swale which will be planted in spring, weather dependent. A public information meeting will be scheduled in March. (17)
- Project #11-1128 Multi-Plate Pipe Storm Sewer Inspection and Evaluation** – [Ruekert-Mielke] The consultant has gathered additional costs needed for the survey and additional data needed for completion of an alternative analysis for a permanent repair for the multi-plate system as proposed at the Feb. 1 meetings. (2 and 7)
- Project #11-1125 Pennoyer Beach Outfall Stormwater Infiltration Basin (GLRI Grant)** – [AECOM] Plans are completed and bids were received on March 7th. (1)
- Project #11-1127 MacWhyte Water Quality Basin** – [Cicchini] The pond is complete but the contract will remain open until seed germination is verified in the spring. (1)
- Project #11-1135 Stormwater Management Plan Development** – Staff is currently negotiating a contract with Ruckert-Mielke and Engineering Resource Associates, Inc for the work. (City wide)
- Project #11-1137 Pike River Monitoring (WI Coastal Management Grant)** – waiting approval of the contract by City of Racine. (1 and 4)
- Project #12-1012 2012 Resurfacing** – (32<sup>nd</sup> Ave: 55<sup>th</sup> St to 52<sup>nd</sup> St; 33<sup>rd</sup> Ave: 55<sup>th</sup> St to 52<sup>nd</sup> St; 27<sup>th</sup> Ave: 35<sup>th</sup> St to 33<sup>rd</sup> St; 60<sup>th</sup> Ave: 82<sup>nd</sup> St to 80<sup>th</sup> St) – Staff is in the process of design. Storm sewer work will be funded by the SWU. Projected bid date is April 25, 2012. (6,11,14)
- Project #12-1024 60<sup>th</sup> Street Resurfacing: 8<sup>th</sup> Ave to 22<sup>nd</sup> Ave** – Staff is currently working on bid documents. Storm sewer work will be funded by the SWU. Public Info Meeting #1 is scheduled for March 1, 2012. Projected bid date is April 4, 2012. (2,8)
- Project #12-1208 Sidewalk Repair Program** – Staff is finalizing parcels for this year's contract. Projected bid date is March 21, 2012. (City wide)
- Design Work** – Staff is working the following projects:  
Miscellaneous Bike Path projects, CDBG Resurfacing, Lincoln Road Resurfacing, Concrete Street Repairs, Harbor/Marina Dredging, Street Division Yard Paving, Sidewalk Hazard Removal Program, GIS Survey City Wide, 60<sup>th</sup> Street from 39<sup>th</sup> to 30<sup>th</sup> Ave, 122<sup>nd</sup> Ave from 71<sup>st</sup> Street to 75<sup>th</sup> Street, Sump Pump Priorities, SWPPP Updates, Website Design, 2012 Dry Weather Screening, GPS Data Forms, 2012 EHU Changes, Miscellaneous Storm Sewer Projects, Storm Sewer Investigation for Roadway Projects, Permit Compliance, 2011 DNR Annual Report, SWU Reporting, Pollution Prevention Structures, Stormwater Management Facility Inspections, Miscellaneous Storm Sewer projects for contractor and SWU crews, Southport Shoreline Repair, Parks Master Design Contract, Park Fee Study, Southport Beachhouse Restoration, Strawberry Creek Trail and Shelter Grant, Sunrise Park Trail Grant, Southport Park Trail Grant, Simmons Island Park Boardwalk Grant, Shagbark Basin Trail Grant, Washington Park Pool Stair Modifications, Strawberry Creek Mass Grading, Anderson Poll Modifications and Splash Pad, Lakefront Water Feature.