

**AGENDA
PUBLIC WORKS
COMMITTEE**

**MONDAY, APRIL 7, 2014
ROOM 202
5:30 P.M.**

***Eric Haugaard, Chairman
Jan Michalski, Vice Chairman
Steve Bostrom***

***Scott N. Gordon
Patrick Juliana
G. John Ruffolo***

Approval of minutes of regular meeting held on March 3, 2014.

1. Approval of request for use of Celebration Place by Journey Church for the Hope Run on June 6, 2014. **(District 2)**
2. Approval of request for use of City-Owned Vacant Lot (Harbor Park Parcel A) by Kenosha County Historical Society on July 25, 2014 for the Kenosha Homecoming Car Show. **(District 2)**
3. Lease By and Between the City of Kenosha (a Wisconsin Municipal Corporation) and Coins Sports Bar, Inc. (a Wisconsin Corporation). **(District 7)** *(also referred to Finance Committee)*
4. Development Agreement between the City of Kenosha and WAB Holdings 70, LLC regarding property at the southeast corner of 70th Avenue and 75th Place. (Sagewood Apartments) **(District 14)** *(City Plan Commission approved 8-0)*
5. By the Mayor – Resolution To Approve a four-lot Certified Survey Map to be located at 3803 and 3809 7th Avenue. (Estes) **(District 1)** *(City Plan Commission approved 8-0)*
6. Acceptance of Project 12-1027 Epoxy Pavement Markings (Citywide Locations) which has been satisfactorily completed by Century Fence Company (Pewaukee, Wisconsin). The final amount of the contract is \$65,500. **(All Districts)**
7. Resolution by the Committee on Public Works – Preliminary Resolution Declaring Intent to Levy Assessments for Hazardous Sidewalk and/or Driveway Approach Only for Project 14-1208 Sidewalk & Curb/Gutter Program. **(All Districts)**
8. Approval of City Policy regarding snow removal on paved multi-use (bike/ped) recreation trails.

INFORMATIONAL:

1. Website Update
2. Project Status Report

CITIZENS COMMENTS/ALDERMAN COMMENTS RELATED ONLY TO JURISDICTION OF PUBLIC WORKS COMMITTEE

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 -

MONDAY, MARCH 3, 2014
5:30 P.M.

Eric Haugaard, Chairman
Jan Michalski, Vice Chairman
Steve Bostrom

Scott N. Gordon
Patrick Juliana
G. John Ruffolo

The regular meeting of the Public Works Committee was held on Monday, March 3, 2014 in Room 202 of the Municipal Building. The following members were present: Acting Chairman Jan Michalski, Aldermen Steve Bostrom, Scott N. Gordon, and G. John Ruffolo. Aldermen Eric Haugaard and Patrick Juliana were not present. The meeting was called to order at 5:38pm. Staff members in attendance were Mike Lemens, Cathy Austin, Jeff Warnock and Alderman Chris Schwartz.

1. Approval of minutes of regular meeting held on February 19, 2014.
It was moved by Alderman Gordon, seconded by Alderman Ruffolo to approve. Motion passed 4-0.
2. Approval of use of City-Owned Vacant Lot (Harbor Park Lot A) by Kenosha Running Company on August 6, 2014.
A public hearing was held. Brian Thomas, 4112 Sheridan Road, spoke and answered questions. Alderman Chris Schwartz spoke in favor. It was moved by Alderman Ruffolo, seconded by Alderman Bostrom to approve. Motion passed 4-0.
3. Ordinance by Alderperson Steve G. Bostrom – To Repeal and Recreate Subsection 30.10 (of the Code of General Ordinances) Regarding Ethics Complaints. *(referred on the February 19, 2014 Common Council agenda) (Public Safety & Welfare Committee deferred 3-1, Licensing/Permit Committee deferred 4-0, 1 abstain)*
It was moved by Alderman Bostrom, seconded by Alderman Ruffolo to approve. Motion passed 2-1 with Alderman Michalski voting no and Alderman Gordon abstaining.
4. Acceptance of Project 12-1420 Shagbark Park Trail Development (3900 Block of 39th Avenue) which has been satisfactorily completed by Western Contractors, Inc. (New Berlin, Wisconsin) in the amount of \$248,423.26. (Park Funds Only)
(District 10) *(Park Commission approved 4-0)*
It was moved by Alderman Gordon, seconded by Alderman Ruffolo to approve. Motion passed 4-0.
5. Acceptance of Project 13-2002 Overpass Painting Phase III (1200 block Washington Road, 1300 block 50th Street and 1300 65th Street) which has been satisfactorily completed by Mill Coatings, Inc. (Suamico, Wisconsin) in the amount of \$112,500.00.
(Districts 3 & 6)
It was moved by Alderman Ruffolo, seconded by Alderman Gordon to approve. Motion passed 4-0.

INFORMATIONAL:

1. Discussion of Paved Bike/Pedestrian Trails – *Mike Lemens presented a map showing paths/trails that are maintained by Public Works Department. He also presented a map showing 196 sidewalk locations maintained by Public Works Department. Alderman Michalski stated he feels it is incumbent on the city to clear sidewalks within the same time period the city requires citizens to clear their sidewalks. Alderman Ruffolo reminded the committee that he and Alderman LaMacchia are having issues with clearing the newly installed path on the east side of 30th Avenue. Alderman Bostrom asked questions regarding the clearing of Lincoln Park. This item will be on the next agenda as an action item.*
2. Project Status Report – *Alderman Bostrom asked about Project 09-1121 and when to expect information back from Strand. Mike Lemens answered it should be done in a month.*

ALDERMAN COMMENTS:

- Alderman Ruffolo asked why Alderman Michalski voted no on item 3. He also wanted to thank plowing and icing crews for all their hard work.
- Alderman Gordon also complemented and thanked staff for work done on pothole filling, plowing and assisting with cleanup on water main breaks.

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 6:13pm.*

**KEITH G. BOSMAN
MAYOR**



*CITY OF KENOSHA
625 - 52nd Street
Kenosha, Wisconsin 53140
(262) 653-4000
Fax (262) 653-4010*

March 26, 2014

TO: Chairman Eric Haugaard, Public Works Committee
Chairman Michael Orth, Board of Park Commissioners

FROM: Mayor Bosman

RE: Hope Run

Journey Church is requesting from the Public Works Committee the use of Celebration Place and HarborPark for their Hope Run to be held from 5-9 p.m. Friday, June 6, 2014. The request also includes permission to have sound amplification of music at Celebration Place.

Recommendations: Public Works Committee approval of use of city owned property for the Hope Run.

Journey Church is requesting from the Parks Commission the use of Wolfenbittel Park and Eichelmann Park for their Hope Run to be held from 5-9 p.m. Friday, June 6, 2014.

Recommendations: Parks Commission approval of use of city parks for the Hope Run.

**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 Journey Church

Contact Person who is responsible for event: Sylvia Villalobos

Address: 10700 75th St.

City/State/Zip Kenosha, WI 53142

Daytime # 262-694-3300 Evening # 262-883-4134 Cell# 262-914-6530

Fax # 256-694-3300 E-mail: svillalobos@ourjourneychurch.com

Is the Host Organization a 501(c)-3? Yes, provide ES# 1607

EVENT INFORMATION

Name of the Event: Hope Run Kenosha -- Stop the Traffick

Date Requested: June 6, 2014 Rain Date _____

Location Requested: Celebration Place, Eichelmann & Wolfenbuttel Estimated Attendance 500 plus

Charitable Event: No Yes, Proceeds donated to Hope Run Kenosha and Human Trafficking awareness orgs.

Brief Description of the Event: Two mile walk, 5 K fun to raise awareness of human trafficking, primarily sex trafficking in southeast Wisconsin and northern Illinois. Event Schedule: pre-rally at 6 or 6:30 p.m., run/walk at 7 p.m. Celebration party at 8 p.m. that includes a sky lantern launch representing hope to those trafficked.

Set up date and time: June 6, 2014, noon to stage 3 p.m. run

Time of Event: 6-9 p.m. (goal is to have run 7-8 p.m.)

Take down date and time: June 6, 2014 9 p.m.

FOR OFFICE USE ONLY:

Application Packet Received _____ Admin. Or Commission Approval _____

Copies sent to: Alderperson _____ Dirk _____ Police _____

Fire: _____ PW Admin _____ PW-Streets: _____ Kris _____

**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 HOPE RUN KENOSHA : STOP THE TRAFFIC

Location of Event: CELEBRATION PARK & LAKE Date of Event JUNE 1st 2014
FESTIVAL WALKING PATH

Contact Person _____

Type of Amplified Sound

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

Requested time of amplification: Start: 6PM Ending 9PM

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

Journey Church using CASCADING WATERS AUDIO - BRIAN WITTE
(SAME PERSON USED FOR TWILIGHT DANCE/LAKE ZARLETT)
Daytime # _____ Evening # _____ Cell # 262-930-7944

Aldersperson notification

Have you contacted the Aldersperson of the District in which the event will be held?

? _____ Yes _____ No Date: _____

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

KEITH G. BOSMAN
MAYOR



CITY OF KENOSHA
625 - 52nd Street
Kenosha, Wisconsin 53140
(262) 653-4000
Fax (262) 653-4010

April 2, 2014

To: Eric Haugaard, Chairman
Public Works Committee

From: Mayor Bosman

Re: Kenosha Homecoming Car Show

The Kenosha County Historical Society is requesting use of City-Owned Vacant Lot (Harbor Park Parcel A) on Friday, July 25, 2014 for the Kenosha Homecoming Car Show. The use of Parcel A is for antique car parking. The request also includes permission for amplification of music.

Recommendation: Approve use of city owned property for the Kenosha Homecoming Car show.

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, Public Works and/or the Superintendent of Parks.

EVENT ORGANIZATION INFORMATION

Name of Responsible Organization Kenosha County HISTORICAL Society
Contact Person who is responsible for event: Don Shepard - Executive Director
Sandy Malkin, MARKETING + EVENTS COORDINATOR
Address: 220 - 51st PLACE, KENOSHA HISTORY CENTER
City/State/Zip Kenosha, WI 53140
Daytime # 262-654-5770 X 102 OR X 104 Evening # _____ Cell# _____
Fax # 262-654-1730 E-mail: Sandymalkin@kenoshahistorycenter.org
Is the Host Organization a 501(c)-3? Yes, provide ES# 006193

EVENT INFORMATION

Name of the Event: Kenosha Homecoming Car Show - NIGHT TIME
CAR SHOW DOWNTOWN
Date Requested: FRI - JULY 25, 2014 Rain Date _____
Location Requested: PARCEL A Estimated Attendance 1,000
Charitable Event: No Yes, Proceeds donated to Kenosha County HISTORICAL Society
Brief Description of the Event: HUNDREDS OF AMERICAN MOTORS CARS FOR SPECTATOR VIEWING DOWNTOWN.
Set up date and time: FRIDAY, JULY 25, 2014 - 2 PM
Time of Event: 3 PM - 10 PM
Take down date and time: FRIDAY, JULY 25, 2014 - 11 PM

FOR OFFICE USE ONLY:

Application Packet Received _____ Admin. Or Commission Approval _____
Copies sent to: Alderperson _____ Dirk _____ Police _____
Fire: _____ PW Admin _____ PW-Streets: _____ Kris _____

**EQUIPMENT RENTAL REQUEST
CITY OF KENOSHA – PUBLIC WORKS/PARKS**

To assist you with your special event, the Public Works Department/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: Service varies by location. The organization may be required to provide their own generators in order to supply the level of service required for their event.

NO
yes/no

Water: Varies by location

PARK DIVISION:

Various areas may already contain minimal equipment, please indicate the number of additional items you will need. DO NOT list "same as last year", Please also put a close accurate number in your request.

of Benches _____ # of Picnic Tables _____ # of extra trash containers _____

of Barricades 10 Any Bleachers _____ Any Reviewing Stands _____

Showmobile New _____ Old _____

Fencing: Snow Fencing # of feet _____ Portable fencing - # of feet/sections _____

Other Special Requests: _____

STREET CLOSURES: Contact Public Works at 653-4050 for any partial or full street closure

of Barricades 10 A map must be attached with the placement locations

of Parking Signs _____ Organization responsibility:

Approval must be received from the Public Works Department
The department will provide the organization with a sample of the sign that is to be posted.
It is the responsibility of the organization to have these signs printed in the form and color required
Organization is responsible to supply the stakes to attach the signs in the location approved.
Further information is in Item #14 of the procedures.

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

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 Kenosha Homecoming Car Show - DOWNTOWN
NIGHT TIME CAR SHOW
Location of Event: S.J. CRYSTALS Date of Event JULY 25, 2014
5701 - 6TH AVENUE

Contact Person SANDY MALKIN / TOM ZOERNER

Type of Amplified Sound

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

Requested time of amplification: Start: 2 PM Ending 10 PM

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

TOM Zoerner

Daytime # 262-818-6150 Evening # _____ Cell # _____

Aldersperson notification

Have you contacted the Aldersperson of the District in which the event will be held?

_____ Yes _____ No Date: _____

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



ENGINEERING DIVISION
SHELLY BILLINGSLEY, P.E.
CITY ENGINEER

PARK DIVISION
JEFF WARNOCK
SUPERINTENDENT

FLEET MAINTENANCE
MAURO LENCI
SUPERINTENDENT

STREET DIVISION
JOHN H. PRIJIC
SUPERINTENDENT

WASTE DIVISION
ROCKY BEDNAR
SUPERINTENDENT

DEPARTMENT OF PUBLIC WORKS

MICHAEL M. LEMENS, P.E., DIRECTOR

SHELLY BILLINGSLEY, P.E., DEPUTY DIRECTOR

MUNICIPAL BUILDING · 625 - 52ND ST · RM 305 · KENOSHA, WI 53140
TELEPHONE (262) 653-4050 · FAX (262) 653-4056
EMAIL PUBLICWORKS@KENOSHA.ORG

April 2, 2014

To: Eric Haugaard, Chairman, Public Works Committee

From: Shelly Billingsley, P.E. *Shelly Billingsley*
Deputy Director of Public Works/City Engineer

Subject: ***Lease by and between the City of Kenosha and Coins Sports Bar, Inc.***

BACKGROUND/ANALYSIS

Staff received a referral from the Legal Department for a Lease by and between the City of Kenosha and Coins Sports Bar, Inc.

RECOMMENDATION

Staff has no recommendation.

LEASE

By And Between

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

And

COINS SPORTS BAR, INC.
a Wisconsin Corporation

THIS INDENTURE made this _____ day of _____, 2014 ("Effective Date"), by and between the CITY OF KENOSHA, WISCONSIN, a municipal corporation, hereinafter, referred to as the "Lessor," and COINS SPORTS BAR, INC., a Wisconsin Corporation, 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 land depicted on Exhibit A attached and described as follows:

Lot 1, Block 1 in Theleen's subdivision; a subdivision of record in the Office of the Kenosha County Register of Deeds (Tax Parcel 12-223-31-326-022) ("Premises")

1. To have and to hold unto Lessee for the term of 5 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 1714 52nd Street, 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 Two Million Dollars (\$2,000,000.00) each occurrence and Four Million Dollars (\$4,000,000.00) general aggregate.

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, agents, employees or representatives 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, agents, employees or representatives; or as a result of any operations, works, acts or omission performed on the Leased Premise by Lessee, its officers, agents, 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, agents, 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, agents, employees or representatives in which case Lessor will indemnify and hold harmless Lessee and its officers, agents, employees or representatives. 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, agents, employees or representatives 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, for any reason whatsoever, to terminate this lease upon 60 days 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 Lease shall be construed as a waiver of any of the other covenants, terms or conditions of this Lease, 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 Lease.
9. Any notice required to be given to any party to this Lease 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 - 52nd Street,
Kenosha, Wisconsin 53140

With a copy to:

Office of the City Attorney
Municipal Building, Room 201
625 - 52nd Street,
Kenosha, Wisconsin 53140

If to Coins Sports Bar, Inc.:

Jeff Gascoigne
1668 32nd Avenue
Kenosha, Wisconsin 53144

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; (b) the execution and delivery of this Lease 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 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 COINS SPORTS BAR, INC., this Lease is hereby accepted pending approval by the Kenosha Common Council.

COINS SPORTS BAR, INC.
A Wisconsin Corporation

BY: _____
JEFF GASCOIGNE

Date: _____

STATE OF WISCONSIN)
:SS.

COUNTY OF KENOSHA)

Personally came before me this _____ day of _____, 2014, JEFF GASCOIGNE of COINS SPORTS BAR, INC., a Wisconsin corporation, to me known to be such _____ of said corporation and acknowledged that he executed the foregoing instrument as such officer as the agreement of said corporation, by its authority.

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

CITY OF KENOSHA, WISCONSIN
A Municipal Corporation

BY: _____
KEITH G. BOSMAN, Mayor
Date: _____

BY: _____
DEBRA L. SALAS,
City Clerk/Treasurer
Date: _____

STATE OF WISCONSIN)
 :SS.
COUNTY OF KENOSHA)

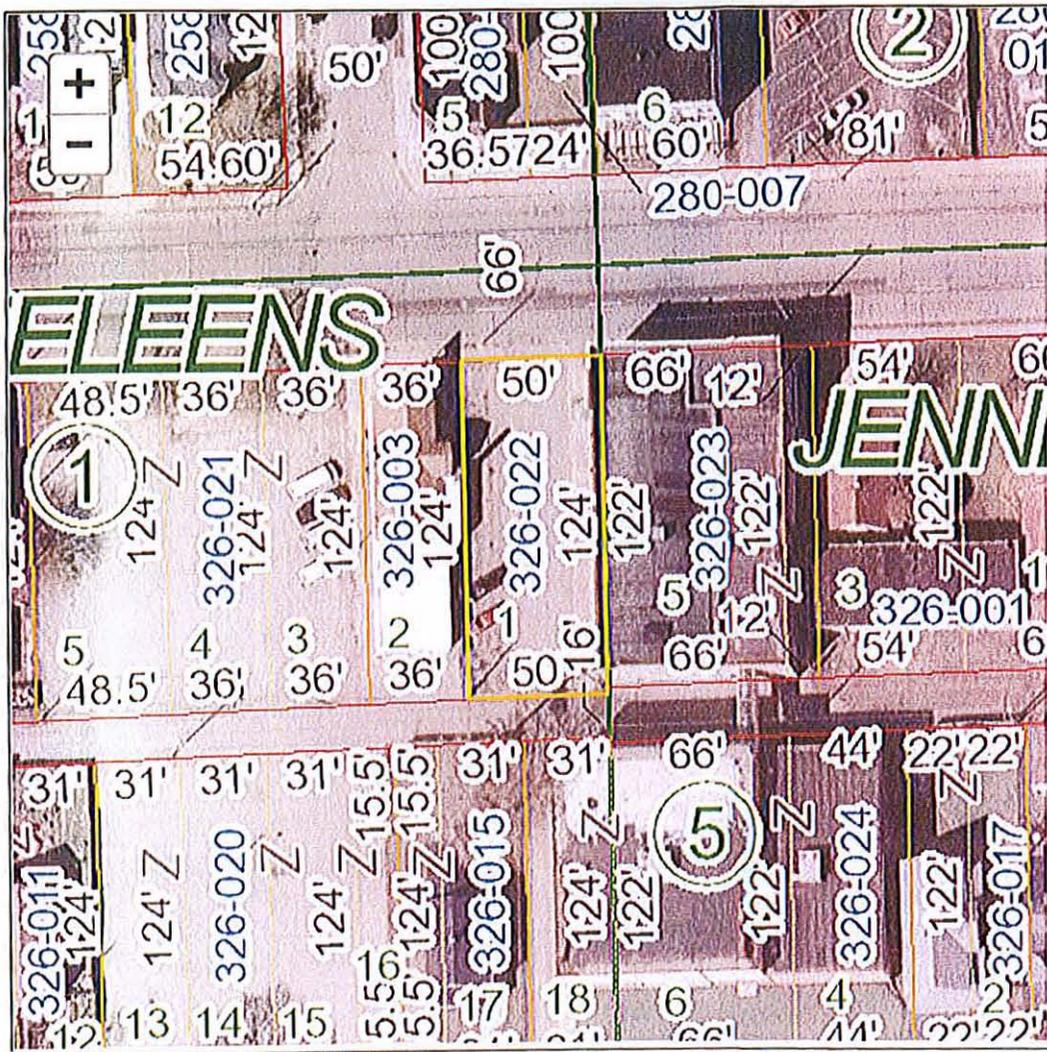
Personally came before me this ____ day of _____, 2014, Keith G. Bosman, Mayor, and Debra L. Salas, City Clerk/Treasurer, of the CITY OF KENOSHA, WISCONSIN, a municipal corporation, to me known to be such Mayor and City Clerk/Treasurer of said City, and acknowledged that they executed the foregoing instrument as such officers as the agreement of said City, by its authority.

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

EXHIBIT A

Parcel Map: 12-223-31-326-022

Map Style: Default Map



| | | | |
|---|---|----------------|--------|
| Planning & Zoning Division 625 52nd Street Kenosha, WI 53140 262.653.4030 | Kenosha City Plan Commission FACT SHEET | March 20, 2014 | Item 4 |
| Development Agreement between the City of Kenosha and WAB Holdings 70, LLC regarding property at the southeast corner of 70th Avenue and 75th Place. (Sagewood Apartments) (District #14) PUBLIC HEARING | | | |

LOCATION/SURROUNDINGS:

Site: Southeast corner of 70th Avenue and 75th Place

NOTIFICATIONS/PROCEDURES:

The alderperson of the district, Alderperson Prozanski, has been notified. This items will be reviewed by the Public Works Committee before final review by the Common Council.

ANALYSIS:

- The Agreement was required as a Condition of Approval within the Conditional Use Permit.
- The Kenosha Water Utility has indicated that they do not need to be a party to the Agreement since no new public water lines will be installed.
- Originally the applicant was to make some improvements to 70th Avenue, along the frontage of the development. Since 70th Avenue will be upgraded after the completion of STH 50 Project, Staff has requested that the developer post a cash assurance with the City that will be used towards the 70th Avenue improvements.

RECOMMENDATION:

A recommendation is made to approve the Agreement.



Rich Schroeder, Deputy Director

Jeffrey B. Labahn, Director

DEVELOPMENT AGREEMENT BETWEEN
THE CITY OF KENOSHA AND WAB
HOLDINGS 70, LLC

Document Number

Document Title

This space is reserved for recording data

Return to:

Office of the City Attorney
City of Kenosha
625 52nd Street, Room 201
Kenosha, WI 53140

03-122-10-226-052

Parcel Identification Number

DEVELOPMENT AGREEMENT

Between

**THE CITY OF KENOSHA, WISCONSIN
A Municipal Corporation**

And

**WAB HOLDINGS 70, LLC
A Wisconsin Limited Liability Company**

THIS DEVELOPMENT AGREEMENT, ("AGREEMENT") effective as of the last date of execution is entered into between the City of Kenosha, Wisconsin, a municipal corporation duly organized and existing under the laws of the State of Wisconsin ("CITY"), and WAB Holdings 70, LLC, a Wisconsin limited liability company with principal offices located at 11514 N. Port Washington Road, Suite 1, Mequon, Wisconsin 53092 ("DEVELOPER"), collectively referred to as the Parties.

WITNESSETH:

WHEREAS, DEVELOPER is the owner of approximately 5.96 acres of real estate in the City of Kenosha which is legally described on attached Exhibit A and shown as Lot 2 on Certified Survey Map No. 2527 attached as Exhibit B, hereinafter referred to as "REAL ESTATE"; and,

WHEREAS, DEVELOPER desires to develop REAL ESTATE for multi-family purposes; and,

WHEREAS, REAL ESTATE is zoned RM-2 Multiple Family Residential District and AIR-4 Airport Overlay District Overflight at the time of execution of this AGREEMENT which permits the multi-family 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 conditional use permit attached as Exhibit C for REAL ESTATE on the condition that DEVELOPER enter into this AGREEMENT relative to the manner and method by which REAL ESTATE is to be developed subject to the requirements of this AGREEMENT; and,

WHEREAS, DEVELOPER agrees to develop REAL ESTATE as provided in the certified survey map, the conditional use permit, and this AGREEMENT.

NOW, THEREFORE, in consideration of the mutual promises and undertakings of the Parties, including the approval by CITY of conditional use permit for REAL ESTATE, and the agreement of DEVELOPER to develop REAL ESTATE, the Parties agree that REAL ESTATE will be developed as provided in the certified survey map, the conditional use permit, and this AGREEMENT.

I. IMPROVEMENTS

A. Storm Water Drainage Facilities.

1. DEVELOPER, at DEVELOPER'S cost and expense, shall design, construct and install complete storm water drainage facilities throughout REAL ESTATE, including storm and surface water drainage facilities which abut land for any public purpose, in accordance with CITY specifications, the conditional use permit, the certified survey map, the Site Grading & Erosion Control Plan attached as Exhibit D and the Storm Sewer Plan attached as Exhibit E.
2. DEVELOPER, at DEVELOPER'S cost and expense, shall apply for and obtain a Post-Construction Runoff Permit from CITY and shall submit to CITY any required financial guarantee all in accordance with Chapter XXXVI of the Code of General Ordinances for the City of Kenosha entitled Post-Construction Stormwater Management Ordinance. No land disturbing construction activity as defined in Chapter XXXVI of the Code of General Ordinances shall be permitted until the Post-Construction Runoff Permit is issued by CITY. All land disturbing construction activities and the design, construction, installation and maintenance of the storm water drainage facilities shall be done in compliance with Chapter XXXVI of the Code of General Ordinances, the approved Stormwater Management Plan, the approved Maintenance Agreement and the Post-Construction Runoff Permit.
3. DEVELOPER, at DEVELOPER'S cost and expense, shall install tracer wires on all storm sewer mains and laterals in accordance with CITY specifications.
4. DEVELOPER, at DEVELOPER'S cost and expense, shall prepare all plans, specifications and calculations for all storm water drainage facilities and submit them to CITY Engineer for written approval which must be obtained prior to construction of the storm water drainage facilities. The storm water drainage facilities required by this AGREEMENT, including retention/detention basins and outlet structures, shall comply with CITY'S current storage and outflow requirements as well as any WDNR requirements.
5. CITY shall cooperate with DEVELOPER in obtaining all permits required by any governmental unit or regulatory agency for the storm water drainage facilities required by this AGREEMENT, including storm water drainage facilities extensions and connections.
6. Subject to the terms of this AGREEMENT, CITY shall allow DEVELOPER, at DEVELOPER'S cost and expense, to extend and connect the storm water drainage facilities required by this AGREEMENT to the nearest appropriate storm water drainage facilities of CITY. DEVELOPER'S cost and expense shall include payment by DEVELOPER of all easement acquisition costs and all fees, user fees, inspection fees, impact fees, charges or special assessments required to be paid pursuant to any federal, state, county, CITY or UTILITY laws, ordinances, resolutions, rules, regulations or this AGREEMENT.

7. Title to all storm water drainage facilities located within REAL ESTATE or any easement within REAL ESTATE, including pipes P-1 through P-23, retention/detention basins, outlet structures, and spillways as shown on the certified survey map and the Storm Sewer Plan attached as Exhibit E shall be retained by DEVELOPER or conveyed by DEVELOPER to an owner's association approved by CITY. DEVELOPER, or the owner's association, shall be responsible for the maintenance and operation of all storm water drainage facilities located within REAL ESTATE or any easement within REAL ESTATE, including pipes P-1 through P-23, retention/detention basins, outlet structures and spillways, as shown on the certified survey map and the Storm Sewer Plan attached as Exhibit E, and shall enter into a Maintenance Agreement with CITY in accordance with Section 36.10 of the Code of General Ordinances for the City of Kenosha to provide for their maintenance and operation. A copy of the Maintenance Agreement is attached as Exhibit F. The Maintenance Agreement shall be recorded with the Kenosha County Register of Deeds and shall be binding upon all current and subsequent owners of land served by the storm water drainage facilities. The Maintenance Agreement shall include among its provisions the following:

a. identification of the storm water drainage facilities and designation of the drainage area served by the storm water drainage facilities.

b. a schedule for the regular maintenance, repair, replacement and operation of the storm water drainage facilities consistent with the Storm Water Management Plan.

c. identification of the DEVELOPER, landowner or the owner's association responsible for the maintenance, repair, replacement and operation of the storm water drainage facilities.

d. requirement that the DEVELOPER, landowner or owner's association maintain, repair, replace and operate the storm water drainage facilities in accordance with the schedule included in subparagraph b. above.

e. authorization for CITY to access REAL ESTATE to conduct inspections of storm water drainage facilities as necessary to determine whether the storm water drainage facilities are being maintained, repaired, replaced and operated in accordance with the Maintenance Agreement.

f. requirement that CITY maintain public records of the results of the inspections of the storm water drainage facilities, to inform DEVELOPER, landowner or the owner's association of the inspection results, and to specifically indicate any corrective actions required to bring the storm water drainage facilities into proper working condition.

g. agreement that DEVELOPER, landowner or the owner's association responsible for the maintenance, repair, replacement and operation of the storm water drainage facilities be notified by CITY of any maintenance problems

requiring correction and that any specified corrective actions be undertaken within a reasonable time as determined by CITY.

h. authorization for CITY to perform or have performed on CITY'S behalf, maintenance, repairs, or replacements of the storm water drainage facilities upon the failure of the DEVELOPER, landowner or owner's association to do so as directed by CITY and to impose a special charge pursuant to Section 66.0627 of the Wisconsin Statutes against all benefited REAL ESTATE for the charges incurred by CITY in performing or having performed on CITY'S behalf the maintenance, repairs or replacement to the storm water drainage facilities which are the subject of the Maintenance Agreement.

8. DEVELOPER, at DEVELOPER'S cost and expense, shall grant to CITY a maintenance easement to the storm water drainage facilities required by this AGREEMENT authorizing CITY to inspect, maintain, repair or replace the storm water drainage facilities in accordance with the Maintenance Agreement. A copy of the Maintenance Easement is attached as Exhibit G. The Maintenance Easement shall be recorded with the Kenosha County Register of Deeds and shall be binding upon all current and subsequent owners of land served by the storm water drainage facilities.
9. DEVELOPER, at DEVELOPER'S cost and expense, shall complete the construction and installation of the fully functional storm water drainage facilities required by this AGREEMENT without defect, damage or non conformance with this AGREEMENT, all approved plans, specifications and calculations, the conditional use permit, the certified survey map, and the Code of General Ordinances for the City of Kenosha.
10. DEVELOPER, at DEVELOPER'S cost and expense, shall provide CITY with certified copies of the results of all tests and inspections of the storm water drainage facilities required by CITY, including density tests certifying proper compaction of storm water drainage facilities trench back fill.
11. DEVELOPER, at DEVELOPER'S cost and expense, shall provide CITY certified "as-built" drawings of the storm water drainage facilities, including retention/detention basins and outlet structures, in print and digital form acceptable to CITY prior to CITY issuance of any Temporary Certificate of Occupancy for any improvements within REAL ESTATE.
12. DEVELOPER shall indemnify, defend and hold harmless CITY, its officers, employees and agents from and against any and all claims, liability, loss, charges, damages, costs, expenses, judgments, settlement expenses and attorney fees, which any of them may hereafter sustain, incur or be required to pay arising out of or in any way related to the design, construction and installation of the storm water drainage facilities required by this AGREEMENT which causes storm and surface water to flow in full or part upon any private property. Upon the filing with CITY of a claim for damages arising out of the acts which DEVELOPER herein agrees to indemnify, defend and hold CITY and others harmless, the CITY shall notify DEVELOPER of such claim, and in the event that

DEVELOPER does not settle or compromise such claim, the DEVELOPER shall undertake the legal defense of such claim both on behalf of the DEVELOPER and CITY and its officers, employees and agents. It is specifically agreed that CITY at DEVELOPER'S 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 CITY or any of its officers, employees or agents for any cause for which DEVELOPER is liable herewith shall be conclusive against DEVELOPER as to liability and the amount of damages. Any damages, costs or expenses, including attorney fees, sustained, incurred or paid by CITY, its officers, employees or agents arising out of the acts which DEVELOPER herein agrees to indemnify, shall be reimbursed through DEVELOPER'S assurance required pursuant to this AGREEMENT or through such other means as the CITY in its sole discretion deems appropriate. This paragraph shall survive installation of the storm water drainage facilities to effectuate its purpose.

13. The storm water drainage facilities required by this AGREEMENT, including retention/detention basins and outlet structures shall be installed and functional prior to CITY issuance of any Temporary Certificate of Occupancy for any improvements within REAL ESTATE.
14. DEVELOPER, at DEVELOPER'S cost and expense, shall complete the initial detention basin maintenance in accordance with the Initial Detention Basin Maintenance requirements set forth in Section 7 of the Maintenance Standards attached as Exhibit D to the Maintenance Agreement prior to CITY issuance of any Temporary Certificate of Occupancy for any improvements within REAL ESTATE.

B. Streets, Curb and Gutter.

1. Prior to execution of this AGREEMENT by CITY, DEVELOPER shall deposit with the City Clerk/Treasurer the sum of \$243,854.00, which sum represents the current construction cost estimate for the reconstruction of 70th Avenue from 75th Place to 260 lineal feet north of 78th Street based on the Street Plan attached as Exhibit H. In consideration of the deposit of \$243,854.00 by DEVELOPER, CITY agrees that development of REAL ESTATE will be permitted as provided in this AGREEMENT and the conditional use permit without requiring the reconstruction of 70th Avenue, which would otherwise be required, due to the proposed reconstruction of STH 50 by the Wisconsin Department of Transportation which may result in additional required public improvements to 70th Avenue.
2. The Parties agree that the funds deposited pursuant to paragraph 1 shall be maintained by CITY in a segregated interest bearing account with all interest accruing to CITY and shall be used by CITY for the cost of the future reconstruction of 70th Avenue from 75th Place to 260 lineal feet north of 78th Street, including sidewalks, street lights, and street trees as shown on the Street Plan attached as Exhibit H, the Lighting Plan attached as Exhibit I, and the Landscaping Plan attached as Exhibit J.
3. The Parties agree that in the event the funds deposited pursuant to paragraph 1, including

any accrued interest, are insufficient to cover CITY'S actual cost of reconstructing 70th Avenue from 75th Place to 260 lineal feet north of 78th Street, CITY shall be responsible for any additional cost, including all construction, engineering, administrative and inspection costs incurred by CITY.

4. The Parties agree that in the event the funds deposited pursuant to paragraph 1, including any accrued interest, exceed CITY'S actual cost of reconstructing 70th Avenue from 75th Place to 260 lineal feet north of 78th Street, including all construction, engineering, administrative and inspection costs incurred by CITY, any excess funds shall be paid to DEVELOPER within 45 days of CITY'S completion of the 70th Avenue reconstruction.
5. DEVELOPER, at DEVELOPER'S cost and expense, or an owner's association approved by CITY at the association's cost and expense, as the case may be, shall design, construct, grade, gravel, pave, and maintain, including snow plowing, all private streets, curbs and gutters located within REAL ESTATE and required by the conditional use permit, the certified survey map and this AGREEMENT.

C. Other Utilities and Utility Easements

1. DEVELOPER, at DEVELOPER'S cost and expense, shall locate and install all other utilities throughout REAL ESTATE in accordance with utility specifications, the conditional use permit and the approved plans attached to this AGREEMENT. DEVELOPER, at DEVELOPER'S cost and expense, shall obtain approval of the plans and specifications for the location and installation of the utilities from CITY Engineer.
2. DEVELOPER, at DEVELOPER'S cost and expense, shall provide easements for utilities, which shall be shown on the certified survey map and the approved plans attached to this AGREEMENT.
3. Easements for utilities may be modified or terminated only by CITY or other utility and only in the event CITY or other utility determines that the easement, in full or in part, is no longer required to provide essential service.

D. Erosion Control

DEVELOPER, at DEVELOPER'S cost and expense, shall prepare and submit to CITY an Erosion and Sediment Control Plan in accordance with Chapter XXXIII of the Code of General Ordinances for the City of Kenosha entitled Land-Disturbing Erosion and Sediment Control Ordinance. DEVELOPER, at DEVELOPER'S cost and expense, shall apply for and obtain an Erosion Control Permit from CITY and shall submit to CITY the cash assurance all in accordance with Chapter XXXIII of the Code of General Ordinances. No land disturbing activities or land disturbing construction activities as defined in Chapter XXXIII of the Code of General Ordinances shall be permitted until the Erosion and Sediment Control Plan is approved by CITY, the cash assurance is paid to CITY, and the Erosion Control Permit is issued by CITY. All land disturbing construction activities undertaken by DEVELOPER shall be done in compliance with

Chapter XXXIII of the Code of General Ordinances, the approved Erosion and Sediment Control Plan and the Erosion Control Permit. The Erosion and Sediment Control Plan shall include the location and duration of topsoil stockpiles. DEVELOPER, at DEVELOPER'S cost and expense, shall remove all topsoil stockpiles from REAL ESTATE prior to the issuance of any Certificate of Occupancy by CITY. A copy of the Erosion and Sediment Control Plan is attached as Exhibit D.

E. Grading

1. DEVELOPER, at DEVELOPER'S cost and expense, shall grade REAL ESTATE in accordance with CITY specifications, the conditional use permit and the Grading Plan attached as Exhibit D. DEVELOPER, at DEVELOPER'S cost and expense, shall obtain approval of the Grading Plan from CITY Engineer prior to commencement of any land disturbing construction activities.
2. DEVELOPER, at DEVELOPER'S cost and expense, shall provide CITY a certified "as-built" Grading Plan in print and digital form acceptable to CITY for approval by CITY Engineer. CITY Engineer approval of the "as built" Grading Plan shall be required prior to CITY issuance of any Temporary Certificate of Occupancy for any improvements within REAL ESTATE.

F. Street Lighting

1. DEVELOPER, at DEVELOPER'S cost and expense, shall design and install a complete system of lighting throughout REAL ESTATE in accordance with CITY specifications, the conditional use permit, and the Lighting Plan attached as Exhibit I.
2. CITY shall have full jurisdiction and ownership of the street lighting system located in the public rights-of-way and be responsible for its maintenance and cost of operation.

G. Landscaping.

1. Except as provided in Section I.B. of this AGREEMENT, DEVELOPER, at DEVELOPER'S cost and expense, shall design and install landscaping throughout REAL ESTATE in accordance with CITY specifications, the conditional use permit, and the Landscaping Plan attached as Exhibit J. DEVELOPER, at DEVELOPER'S cost and expense, shall obtain approval of the Landscaping Plan from CITY.
2. DEVELOPER, at DEVELOPER'S cost and expense, shall protect existing trees within REAL ESTATE in accordance with Section 34.10 of the Code of General Ordinances for the City of Kenosha entitled Tree Protection and shall apply for and obtain a Tree Protection Permit from CITY.
3. DEVELOPER, at DEVELOPER'S cost and expense, shall remove and lawfully dispose of all rubbish, structures, dead trees, branches, brush, tree trunks, shrubs and other natural growth within REAL ESTATE inconsistent with the approved landscaping.

DEVELOPER at DEVELOPER'S cost and expense, shall apply for and obtain a raze permit from CITY prior to removing any structures.

H. Sidewalks.

1. Except as provided in Section I.B. of this AGREEMENT, DEVELOPER, at DEVELOPER'S cost and expense, shall design, construct and install sidewalks throughout REAL ESTATE in accordance with CITY specifications, the conditional use permit, and the Street Plan attached as Exhibit H. DEVELOPER, at DEVELOPER'S cost and expense, shall obtain approval of the plans and specifications for the design, construction and installation of the sidewalks from CITY Engineer.
2. Except as provided in Section I.B. of this AGREEMENT, sidewalks shall be installed prior to the issuance of any Temporary Certificate of Occupancy for any improvements within REAL ESTATE where practical but not later then six (6) months from the date of temporary occupancy. In the event the sidewalks are not installed prior to the issuance of a Temporary Certificate of Occupancy, the DEVELOPER shall provide CITY with an assurance in an amount determined by CITY Engineer to complete installation.
3. DEVELOPER, at DEVELOPER'S cost and expense, shall be responsible for the maintenance of the sidewalks required by this AGREEMENT. CITY shall have full jurisdiction and ownership of the sidewalks located in the public rights-of-way. DEVELOPER, or the owner's association as the case may be, shall be responsible for the maintenance of the sidewalks in accordance with the Code of General Ordinances for the City of Kenosha.

I. Street Signs and Regulatory Signs.

CITY shall install street name and regulatory signs required by CITY. CITY'S actual cost for materials, labor and installation of the street name and regulatory signs shall be reimbursed from the funds deposited by DEVELOPER pursuant to Section I.B. of this AGREEMENT.

J. Survey Monuments.

DEVELOPER, at DEVELOPER'S cost and expense, shall install survey monuments placed in accordance with the requirements of Section 236.15 of the Wisconsin Statutes.

II. PRE-CONSTRUCTION AND CONSTRUCTION ACTIVITIES.

A. Pre-Construction Activities.

1. DEVELOPER shall provide CITY Engineer complete itemized cost estimates certified by DEVELOPER'S Civil Engineer for the private storm water drainage facilities required to be made by DEVELOPER pursuant to this AGREEMENT prior to the solicitation of bids.

2. DEVELOPER shall not commence construction or installation of any of the improvements required to be made pursuant to this AGREEMENT until this AGREEMENT has been approved by the Common Council of the City of Kenosha, this Agreement has been signed by all Parties, has been recorded, all required deposits and assurances have been received and approved, and CITY has given written authorization to proceed. Prior to giving written authorization to proceed, DEVELOPER shall hold a pre-construction meeting which shall be attended by DEVELOPER, CITY, and contractors. Upon receiving written authorization to proceed, DEVELOPER shall notify CITY in writing two (2) working days in advance of the date for the commencement of the construction of the improvements. This notification requirement shall also apply to the resumption of construction following a work interruption of over five (5) working days.

B. Construction Activities

1. Construction access to REAL ESTATE shall be as shown on the Erosion and Sediment Control Plan attached as Exhibit D. DEVELOPER, at DEVELOPER'S cost and expense shall design, construct and install the construction access in accordance with CITY specifications. DEVELOPER, at DEVELOPER'S cost and expense, shall obtain approval of the plans and specifications and all required permits for the design, construction and installation of the construction access from CITY Engineer.
2. DEVELOPER, at DEVELOPER'S cost and expense, shall abandon any wells on REAL ESTATE in accordance with the requirements of the Wisconsin Department of Natural Resources, Chapter NR 812 of the Wisconsin Administrative Code and Section 32.09 of the Code of General Ordinances for the City of Kenosha. DEVELOPER shall provide copies of well abandonment reports to CITY and the Kenosha Water Utility.
3. CITY shall provide engineering and inspection services during construction of the improvements required by this AGREEMENT to ascertain DEVELOPER'S compliance with all approved plans and specifications. The cost for the engineering and inspection services shall be based upon the hourly rate of the CITY employees performing the services plus indirect costs. The DEVELOPER shall pay CITY for all engineering and inspection services provided by CITY within forty-five (45) days of being invoiced. The engineering and inspection services provided pursuant to this paragraph shall not relieve DEVELOPER, DEVELOPER'S employees, or DEVELOPER'S contractors from constructing and installing the improvements required by this AGREEMENT in accordance with all approved plans and specifications or from providing CITY all "as-built" plans required by this AGREEMENT.
4. DEVELOPER, at DEVELOPER'S cost and expense, shall complete a televised inspection of the completed storm water drainage facilities required by this AGREEMENT. The televised inspection shall be performed by an inspection service acceptable to CITY. Video tapes and written logs of all storm water drainage facilities inspections shall be provided to CITY for review. Any repairs or cleaning identified by the televised inspection shall be promptly performed by DEVELOPER and the effected

area shall again be subject to televised inspection. CITY reserves the right to perform the televised inspection of the completed storm water drainage facilities at DEVELOPER'S cost and expense. DEVELOPER shall reimburse CITY for the cost of the televised inspection within forty-five (45) days of being invoiced by CITY.

5. CITY, at CITY'S sole discretion, reserves the right to retain independent testing services in the event CITY determines proper testing is not being performed by DEVELOPER or the results of DEVELOPER'S testing does not conclusively establish to CITY'S satisfaction the proper completion of the improvements required by this AGREEMENT. DEVELOPER shall reimburse CITY for the cost of the independent testing services within forty-five (45) days of being invoiced by CITY.

III. ASSURANCE OF COMPLETION OF PUBLIC IMPROVEMENTS.

A. Assurance Required.

1. In addition to the funds deposited by DEVELOPER pursuant to Section I.B. of this AGREEMENT and prior to execution of this AGREEMENT by CITY, DEVELOPER shall deposit with the City Clerk-Treasurer an assurance in the form of cash or an irrevocable letter of credit in an amount equal to one hundred twenty-five (125%) percent of the estimated cost of all private storm water drainage facilities, and the engineering and inspection services and the testing services related thereto required to be made and provided pursuant to this AGREEMENT. The assurance required pursuant to this paragraph shall be in addition to any other assurance which may be required pursuant to the Code of General Ordinances for the City of Kenosha for the development of REAL ESTATE which is the subject of this AGREEMENT.
2. The assurance required pursuant to paragraph 1 shall be used to secure DEVELOPER'S cost of designing, constructing and installing the private storm water drainage facilities required pursuant to this AGREEMENT and to compensate CITY for CITY'S cost of completing the private storm water drainage facilities and performing the engineering and inspection services and testing services required to be made and provided pursuant to this AGREEMENT in the event DEVELOPER fails to do so in a timely manner in accordance with all approved plans and specifications, the conditional use permit, the certified survey map, or this AGREEMENT.
3. In the event the assurance required pursuant to paragraph 1 is insufficient to cover one hundred twenty five (125%) percent of the actual cost of the private storm water drainage facilities and the engineering and inspection services and testing services required to be made and provided pursuant to this AGREEMENT, DEVELOPER upon written demand by CITY shall deposit with the City Clerk-Treasurer additional assurance in the form of cash or an irrevocable letter of credit in an amount equal to one hundred twenty-five (125%) percent of the actual cost of the private storm water drainage facilities and the engineering and inspection services and testing services required to be made and provided pursuant to this AGREEMENT.

4. Any irrevocable letter of credit to be used by DEVELOPER as an assurance pursuant to this AGREEMENT shall be issued by a financial institution authorized to do business in the State of Wisconsin having a financial standing acceptable to the CITY, and the form of any irrevocable letter of credit shall be approved in advance by the City Attorney. Any irrevocable letter of credit approved for use by the City Attorney as an assurance pursuant to this AGREEMENT shall remain in effect until completely drawn upon or released by CITY and UTILITY. If for any reason, any irrevocable letter of credit approved for use as an assurance pursuant to this AGREEMENT is about to expire and has not been renewed by DEVELOPER, CITY and UTILITY may draw upon the irrevocable letter of credit and retain the proceeds as a cash assurance pursuant to this AGREEMENT.
5. The assurance required pursuant to paragraph 1 for the private storm water drainage facilities shall be released within forty-five (45) days following certification of all of the following by CITY Engineer:
 - a. pipes P1-P4, P6, P8-P11 and P13-P14 as shown on the Storm Sewer Plan attached as Exhibit E have been installed in accordance with Section I.A. of this AGREEMENT.
 - b. certified "as-built" drawings of pipes P1-P4, P6, P8-P11 and P13-P14 as shown on the Storm Sewer Plan attached as Exhibit E have been provided in print and digital form acceptable to CITY.
 - c. endwall 1.0 and all rip rap as shown on the Storm Sewer Plan attached as Exhibit E have been installed in accordance with Section I.A. of this AGREEMENT.
 - d. all disturbed areas of the detention basin as shown on the Storm Sewer Plan attached as Exhibit E have been restored in accordance with Section I.A. of this AGREEMENT.
6. In addition to all other remedies, occupancy permits may be withheld by CITY until the City of Kenosha Department of Community Development and Inspections certifies that the requirements of Chapter XVII of the Code of General Ordinances have been met. In the event any work specified in this AGREEMENT is not completed in accordance with this AGREEMENT and Chapter XVII of the Code of General Ordinances, City may do or cause the work to be done and charge the cost for the work against any assurance provided pursuant to this AGREEMENT or impose a special charge and/or special assessment against the benefited REAL ESTATE in the event there is no applicable assurance or the assurance is insufficient.

IV. CITY RESPONSIBILITIES.

Upon application by DEVELOPER and upon payment by DEVELOPER of all required fees, CITY shall process all permit applications and will issue all CITY permits required for the development of REAL ESTATE provided DEVELOPER is in compliance with all CITY

conditions of approval, the conditional use permit, the certified survey map, this AGREEMENT, and all standards for the issuance of the required CITY permits set forth in applicable federal, state, county, or CITY laws, ordinances, resolutions, rules and regulations in effect as of the date the permit is to be issued unless otherwise specified.

V. MISCELLANEOUS.

A. Notice

Any notice required to be given in this AGREEMENT by any of the Parties is to be by certified mail with return receipt or by personal service addressed to DEVELOPER or CITY as the case may be as set forth below. Any Party may designate a different address by delivering, sending or serving written notice of such change of address upon the other Party. Notice shall be effective as of the date of delivery, if by hand, or mailing if by certified mail.

If to DEVELOPER: WAB Holdings 70, LLC
William Bodner, Managing Member
11514 N. Port Washington Road
Mequon, Wisconsin 53092

with copies to: David C. Keating, Esq.
Walsh & Keating, S.C.
1505 Wauwatosa Avenue
Wauwatosa, WI 53213

If to CITY: City Clerk/Treasurer
Municipal Building, Room 105
625 -52nd Street
Kenosha, Wisconsin 53140

with copies to: Director of Public Works
Municipal Building, Room 305
625 -52nd Street
Kenosha, Wisconsin 53140

Office of the City Attorney
Municipal Building, Room 201
625 -52nd Street
Kenosha, Wisconsin 53140

B. Land Dedications and Impact Fees.

DEVELOPER, at DEVELOPER'S cost and expense, shall provide for all land dedications required by Chapter XVII of the Code of General Ordinances. DEVELOPER shall pay all impact fees in accordance with Chapter XXXV of the Code of General Ordinances prior to the CITY issuance of a building permit.

C. Assignment.

DEVELOPER shall not assign or transfer this AGREEMENT without the prior written consent of CITY. Any unauthorized assignment shall be a breach of this AGREEMENT and shall render this AGREEMENT null and void. Any assignment shall be conditioned upon the assignee entering into a written agreement with CITY through which the assignee agrees to be bound by all of the terms, conditions and obligations of this AGREEMENT. No assignment shall relieve DEVELOPER of any of DEVELOPER'S obligations under this AGREEMENT in the event of breach or default by the assignee. No assignment shall be inconsistent with the terms of this AGREEMENT. The assignee shall have all rights, privileges and obligations as granted DEVELOPER under this AGREEMENT.

D. Integration.

This AGREEMENT, the attached exhibits, the conditional use permit, the certified survey map and such other documents incorporated by reference herein embody the entire agreement and understanding among the Parties and supersedes all prior agreements and understandings relating to the subject matter hereof.

E. Defaults.

No default shall arise under this AGREEMENT unless the non-defaulting Party has provided the defaulting Party written notice of default and twenty (20) days to cure the default.

F. Severability.

Any covenant, condition or provision of this AGREEMENT held to be invalid or unenforceable by a court of competent jurisdiction shall be considered deleted from this AGREEMENT, but such deletion shall in no way affect the application or validity of the remaining covenants, conditions or provisions of this AGREEMENT which shall be given effect without the invalid or unenforceable covenant, condition or provision and to this extent, the covenants, conditions and provisions of this AGREEMENT are declared to be severable.

G. Recordation.

This AGREEMENT shall be recorded in the office of the Register of Deeds for Kenosha County, Wisconsin, and all costs of recordation shall be paid by DEVELOPER. Recordation of this AGREEMENT may at the discretion of CITY omit some or all of the attached exhibits set forth in paragraph H. below.

H. Exhibits Incorporated by Reference.

The exhibits to this AGREEMENT listed below are made a part of this AGREEMENT,

and incorporated herein by reference. The exhibits are on file with the City of Kenosha Department of Community Development and Inspections.

- Exhibit A: Legal Description
- Exhibit B: Certified Survey Map
- Exhibit C: Conditional Use Permit
- Exhibit D: Site Grading & Erosion Control Plan
- Exhibit E: Storm Sewer Plan
- Exhibit F: Maintenance Agreement
- Exhibit G: Maintenance Easement
- Exhibit H: Street Plan
- Exhibit I: Lighting Plan
- Exhibit J: Landscaping Plan

I. Choice of Law and Venue.

This AGREEMENT, the attached exhibits, the conditional use permit and the certified survey map shall be construed and enforced according to the laws of the State of Wisconsin. The Parties agree that any matter which may be brought or pursued in court shall be brought and maintained only in the Circuit Court for Kenosha County, Wisconsin, and each Party consents to said venue and the court's personal jurisdiction over each Party.

J. Waiver of Breach or Violation not Deemed Continuing.

Any Party may, to the extent legally allowed, (a) extend the time for performance of any of the obligations or other acts of the other Party, (b) waive any inaccuracies in the representations or warranties of the other Party contained in this AGREEMENT or in any document delivered pursuant to this AGREEMENT and (c) waive any compliance by the other Party with any of the agreements or conditions contained in this AGREEMENT. The waiver by any Party of a breach or violation of any provision of this AGREEMENT shall not operate as or be construed to be a waiver of any or other subsequent breach or violation of any provision of this AGREEMENT. No breach or violation of any provision of this AGREEMENT shall be waived except by an agreement in writing signed by the waiving Party.

K. Construction.

The Parties agree that each Party has contributed substantially and materially to the preparation of this AGREEMENT and that as a result, this AGREEMENT shall not be construed more strictly against one Party or another merely by virtue of the fact that it may have been prepared primarily by counsel for CITY.

L. Time of the Essence.

It is understood and agreed by the Parties that time is of the essence with respect to the provisions of this AGREEMENT specifying dates and deadlines.

M. Binding Effect.

This AGREEMENT shall run with REAL ESTATE and shall be binding upon DEVELOPER, DEVELOPER'S successors and assigns, and DEVELOPER'S successors in title. Any recorded easements, agreements, covenants and restrictions shall be binding for the time set forth therein, or if no time is specified, for the time provided under applicable Wisconsin law.

N. Amendment.

This AGREEMENT may only be amended by the mutual written consent of the Parties and subject to the approval of any such amendment by the Common Council for the City of Kenosha.

VIII. AUTHORIZATION.

- A. DEVELOPER represents to CITY that DEVELOPER is a Wisconsin limited liability company, is in good standing in Wisconsin, that all acts which are a condition precedent to entering into this AGREEMENT have thereby taken place, and that the individual executing this AGREEMENT on behalf of DEVELOPER has the authority to do so and to bind DEVELOPER to the terms and conditions of this AGREEMENT.
- B. CITY enters into this AGREEMENT by authority of action taken by its Common Council on the ____ day of _____, 2014.

Signature pages follow

IN WITNESS WHEREOF, the Parties hereto have hereunto executed this AGREEMENT on the dates below given.

THE CITY OF KENOSHA, WISCONSIN,
A Wisconsin Municipal Corporation

BY: _____
KEITH G. BOSMAN, Mayor

Date: _____

BY: _____
DEBRA SALAS, City Clerk/Treasurer

Date: _____

STATE OF WISCONSIN)
 :SS.
COUNTY OF KENOSHA)

Personally came before me this _____ day of _____, 2014, KEITH G. BOSMAN, Mayor, and DEBRA SALAS, City Clerk/Treasurer of the CITY OF KENOSHA, WISCONSIN, a Wisconsin municipal corporation, to me known to be such Mayor and City Clerk/Treasurer of said municipal corporation, and acknowledged to me that they executed the foregoing instrument as such officers as the agreement of said municipal corporation, by its authority.

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

WAB HOLDINGS 70, LLC
A Wisconsin Limited Liability Company

By: _____
WILLIAM BODNER, Managing Member

Date: _____

STATE OF WISCONSIN)
 :SS
COUNTY OF)

Personally came before me this _____ day of _____, 2014, WILLIAM BODNER, Managing Member of WAB HOLDINGS 70, LLC, a Wisconsin limited liability company, to me known to be such managing member of said limited liability company, and acknowledged to me that he executed the foregoing instrument as such officer as the agreement of said limited liability company, by its authority.

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

Drafted By:

JONATHAN A. MULLIGAN
Assistant City Attorney
City of Kenosha
625 52nd Street, Room 201
Kenosha, Wisconsin 53140

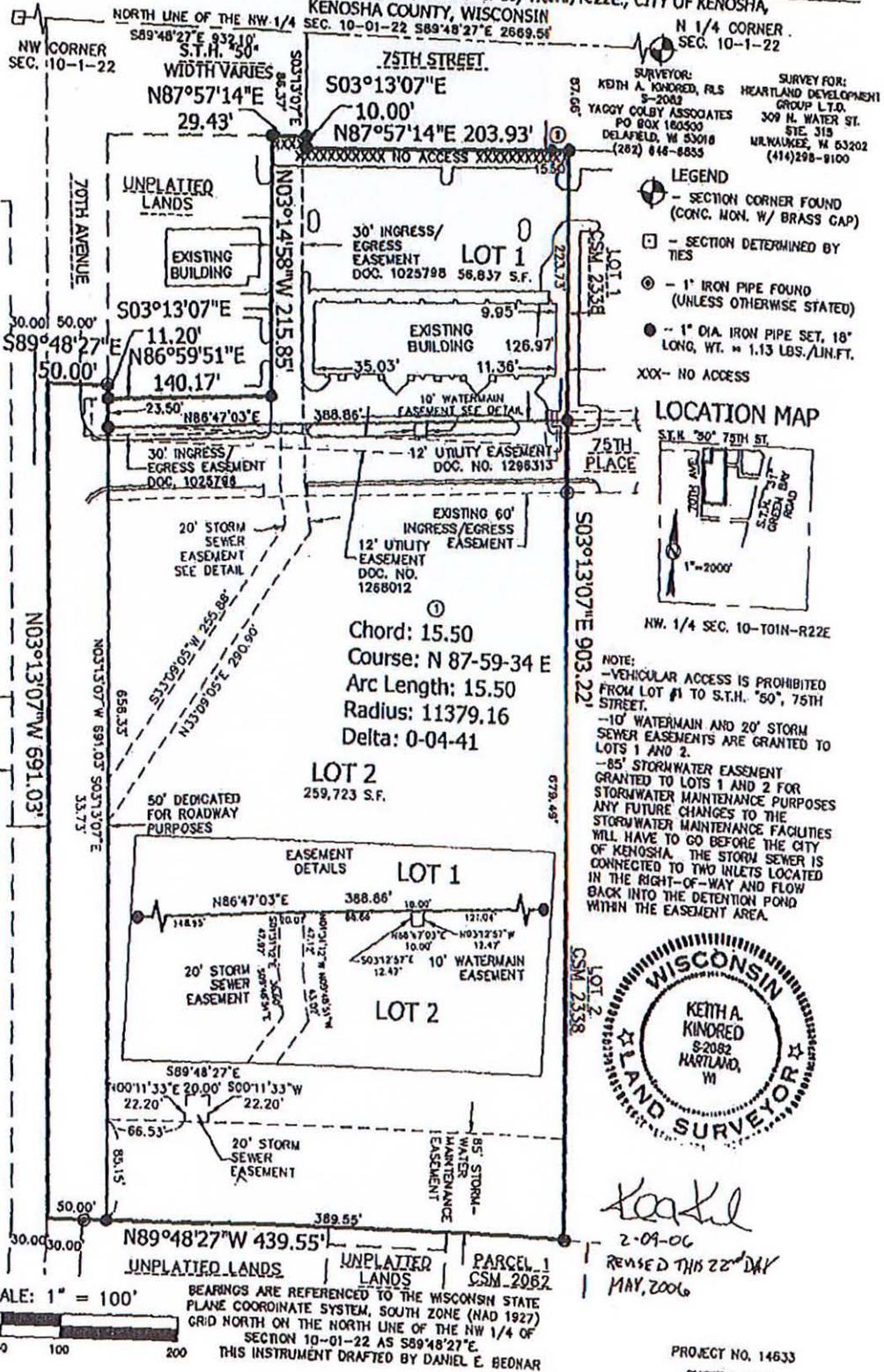
EXHIBIT A

LEGAL DESCRIPTION OF PROPERTY

Lot 2, Certified Survey Map No. 2527, recorded with the Kenosha County Register of Deeds on June 6, 2006 as Document No. 1482509, being a part of the Northwest $\frac{1}{4}$ of the Northwest $\frac{1}{4}$ of Section 10, Town 1 North, Range 22 East, City of Kenosha, Kenosha County, Wisconsin.

CERTIFIED SURVEY MAP NO. 2527

BEING A PART OF THE NW 1/4 OF THE NW 1/4 OF SEC. 10, T.01N, R.22E, CITY OF KENOSHA, WISCONSIN



CERTIFIED SURVEY MAP NO.

BEING A PART OF THE NW 1/4 OF THE NW 1/4 OF SEC. 10, T.01N., R.22E., CITY OF KENOSHA,
KENOSHA COUNTY, WISCONSIN

SURVEYOR'S CERTIFICATE:

I, Keith A. Kindred, Registered Land Surveyor hereby certify,

That I have surveyed, divided and mapped all that being a part of the Northwest 1/4 of the Northwest 1/4 of Section 10, Township 1 North, Range 22 East, City of Kenosha, Kenosha County, Wisconsin.

Commencing at the Northwest corner of the said Section 10; thence S.89°48'27"E., along the north line of the said Northwest 1/4, a distance of 932.10 feet; thence S.03°13'07"E., a distance of 86.37 feet to the point of beginning of the hereinafter described lands; thence continue S.03°13'07"E. along said line, a distance of 10.00 feet; thence N.87°57'14"E., a distance of 203.93 feet; thence 15.50 feet along the arc of a curve to the left, whose radius is 11,379.16 feet and whose chord bears N.87°59'34"E., a distance of 15.50 feet; thence S.03°13'07"E., a distance of 903.22 feet; thence N.89°48'27"W., a distance of 439.55 feet; thence N.03°13'07"W., a distance of 691.03 feet; thence S.89°48'27"E., a distance of 50.00 feet; thence S.03°13'07"E., a distance of 11.20 feet; thence N.86°59'51"E., a distance of 140.17 feet; thence N.03°14'58"W., a distance of 215.85 feet; thence N.87°57'14"E., a distance of 29.43 feet to the point of beginning. Said lands contain 354,050 square feet (8.13 acres).

That I have made such survey, land division and plat by the direction of Heartland Development Group L.T.D., owner of said lands.

That such survey is a correct representation of all the exterior boundaries of the lands surveyed and the division thereof made.

That I have fully complied with the provisions of Chapter 236 of the Wisconsin State Statutes and the subdivision regulations of the City of Kenosha in surveying, dividing and mapping the same.

Dated this 9th day of FEBRUARY, 2006

Keith A. Kindred

Keith A. Kindred, RLS 2082

REVISED THIS 4th DAY OF APRIL, 2006



CITY OF KENOSHA COMMON COUNCIL APPROVAL CERTIFICATE:

Approved by the Common Council on this _____ day of _____, 20__

Ronald Frederick *Michael Higgins*
John M. Anturumian, Mayor Michael Higgins, Clerk
Ronald Frederick, Acting Mayor

CERTIFIED SURVEY MAP NO. _____

BEING A PART OF THE NW 1/4 OF THE NW 1/4 OF SEC. 10, T.01N., R.22E., CITY OF KENOSHA,
KENOSHA COUNTY, WISCONSIN

CORPORATE OWNER'S CERTIFICATE OF DEDICATION:

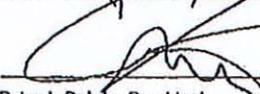
Heartland Development Group L.T.D., a corporation duly organized and existing under and by virtue of the laws of the State of Wisconsin, as owner, does hereby certify that said corporation caused the land described on this plot to be surveyed, divided, mapped and dedicated as represented on this plot.

Heartland Development Group L.T.D. does further certify that this plot is required by S236.10 or S236.12 to be submitted to the following for approval or objection:

City of Kenosha

IN WITNESS WHEREOF, said Heartland Development Group L.T.D., has caused these presents to be signed by Robert Patch, its President, at Milwaukee Wisconsin, and its corporate seal to be hereunto affixed on this 5th day of April, 2006

In Presence of:

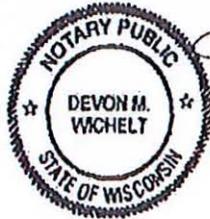


Robert Patch, President

STATE OF WISCONSIN)

Milwaukee COUNTY) SS

Personally came before me this 5th day of April, 2006, the above named Robert Patch, President, of the above named corporation, to me known to be such President of said corporation, and acknowledged that they executed the foregoing instrument as such officers as the deed of said corporation, by its authority.





Notary Public
Milwaukee County, Wisconsin
My Commission Expires 2/14/2010



2-09-06
Keckel
Revised 40406

CERTIFIED SURVEY MAP NO.

BEING A PART OF THE NW 1/4 OF THE NW 1/4 OF SEC. 10, T.01N, R.22E., CITY OF KENOSHA,
KENOSHA COUNTY, WISCONSIN

CONSENT OF CORPORATE MORTGAGEE:

Charter One Bank N.A., a corporation duly organized and existing under and by virtue of the laws of the State of Illinois, mortgagee of the above described land, does hereby consent to the surveying, dividing, mapping and dedication of the land described on this plat, and does hereby consent to the above certificate of Heartland Development Group L.T.D., Owner.

IN WITNESS WHEREOF, said Charter One Bank N.A. has caused these presents to be signed by Jason Welch, its Vice President, and countersigned by Julie Wireman, its Secretary (cashier) at Hinsdale Illinois, and its corporate seal to be hereunto affixed this 12th day of April, 20 06

In presence of:

| | | |
|--------------------|----------------------|------------------|
| Corporate Name | Countersigned | (Corporate Seal) |
| <u>Jason Welch</u> | <u>Julie Wireman</u> | |
| Vice President | Secretary (Cashier) | |

STATE OF Illinois)
DUPAGE COUNTY) SS)

Personally came before me this 12TH day of APRIL, 20 06, the above named JASON WELCH, Vice President, and JULIE WIREMAN, Secretary (cashier) of the above named corporation, to me known to be the persons who executed the foregoing instrument, and to me known to be such Vice President and Secretary (cashier) of said corporation, and acknowledged that they executed the foregoing instrument as such officers as the deed of said corporation, by its authority.

(Notary Seal) Patricia Goosby
Notary Public, DUNSDALE Illinois



My commission expires 10/26/2007



KeatK
2-09-06

EXHIBIT C

Department of Community Development & Inspections
625 52nd Street - Room 308
Kenosha, Wisconsin 53140
phone - 262.653.4030 or fax 262.653.4045

Conditional Use Permit Approval

| | | |
|--|---|--------------------------------|
| Project Name: | Sagewood Apartments | Date: March 10, 2014 |
| Location: | 7601 to 7617 70th Avenue | |
| Project Description: | A new 70-unit apartment complex | |
| Issued to: | William Bodner Bodner Property Management 11514 N. Port Washington Road - Suite 1 Mequon, WI 53092 | |
| Architect/ Engineer/ Contractor: (if applicable) | | |
| Approval Dates: | Common Council – September 16, 2013 Community Development & Inspections – N/A | |
| <ul style="list-style-type: none">• Conditions of approval (see attachment)• Approval shall be void if a building permit is not obtained by <i>March 16, 2014</i> | | |

Any questions regarding the approved Conditional Use Permit should be directed to me at 262.653.4049 or via email at bwilke@kenosha.org.



Brian Wilke
Development Coordinator
Community Development & Inspections

- c: Shelley Billingsley, Director of Engineering, Public Works
Mike Callovi, Planning Technician, Community Development & Inspections
Mike Higgins, Assessor
Michael Moore, Commercial Building Inspector, Community Development & Inspections
Jeffrey B. Labahn, Director, Community Development & Inspections
Mike Lemens, Director, Public Works
John W. Morrissey, Chief, Police Department
Gail Rohde, Counter Clerk, Community Development & Inspections
Patrick Ryan, Division Chief, Fire Prevention Bureau
Ed St. Peter, General Manager, Kenosha Water Utility
Debra Salas, City Clerk-Treasurer

EXHIBIT C

| | | |
|----------------------|--------------------------|--------------------------------|
| Project Name: | Sagewood Apartments | Date: March 10, 2014 |
| Location: | 7601 to 7617 70th Avenue | |

Conditions of Approval

1. The following conditions of approval will run with the land and shall be included in a document recorded with the Kenosha County Register of Deeds:
 - a. The applicant shall obtain all required construction permits from the Department of Community Development & Inspections. This includes, but is not limited to Erosion Control, Building, Plumbing, Electrical and Occupancy permits.
 - b. The applicant shall obtain a Driveway, Sidewalk, Street Opening and Parking Lot permit from the Department of Public Works.
 - c. All signs shall comply with Chapter 15 of the Code of General Ordinances and the applicant shall obtain sign permits for all new signs. A separate submission and permits are required for all signs. Sign information provided under the Conditional Use Permit is for reference only and does not constitute sign permit approval.
 - d. The development shall be constructed per the approved plans on file with the Department of Community Development & Inspections, Room 308, 625 52nd Street, Kenosha, WI 53140. Any changes to the approved plans shall require an amendment to the Conditional Use Permit. All changes shall be submitted to the Department of Community Development & Inspections for review and approval.
 - e. Prior to the issuance of any Occupancy permits, all parking areas, drives, designated paved areas and 70th Avenue shall have the initial lift of asphalt installed. The building exterior shall be completed per the approved plans, the exterior lighting shall be installed and the Conditional Use Permit shall be recorded with the Kenosha County Register of Deeds. All improvements indicated on the plans, including landscaping, shall be installed prior to the issuance of a final Occupancy permit. The recording fees for the Conditional Use Permit shall be submitted by the applicant.
 - f. Compliance with City and State and/or Federal Codes and Ordinances and any Conditions noted in the recorded Developers Agreement. The buildings shall comply with the current Code standards in effect upon application for a building permit.
 - g. All trash containers shall be stored within the enclosure or building. The applicant/owner shall be responsible for waste collection and removal for the development. The City of Kenosha shall not provide waste collection or removal services or incur any cost in this regard.
 - h. The applicant shall meet all applicable Conditions of Approval and obtain a building permit within six (6) months of the Common Council approval. Building permits for all other buildings shall be obtained within two (2) years of the Common Council approval or the Conditional Use Permit shall be null and void.
 - i. All vehicles shall be parked within the designated paved areas.
 - j. All improvements, including landscaping, shall be maintained per the approved plans. Any damaged fencing, landscaping or building shall be replaced or reconstructed per the approved plans.
 - k. 75th Place cross access shall be maintained to adjacent parcels.

EXHIBIT F

STORMWATER MANAGEMENT PRACTICES
MAINTENANCE AGREEMENT FOR
STORMWATER MAINTENANCE FACILITIES
BETWEEN THE CITY OF KENOSHA, WISCONSIN,
AND WAB HOLDINGS 70, LLC

Document Number

Document Title

Return to:

Office of the City Attorney
City of Kenosha
625 52nd Street, Room 201
Kenosha, WI 53140

03-122-10-226-052

Parcel Identification Number

STORMWATER MANAGEMENT PRACTICES
MAINTENANCE AGREEMENT FOR STORMWATER
MAINTENANCE FACILITIES

Between

THE CITY OF KENOSHA, WISCONSIN,
A Municipal Corporation,

And

WAB HOLDINGS 70, LLC
A Wisconsin Limited Liability Company

THIS AGREEMENT, effective as of the last date of execution is entered into between the City of Kenosha, Wisconsin, a municipal corporation duly organized and existing under the laws of the State of Wisconsin ("CITY") and WAB Holdings 70, LLC, a Wisconsin limited liability company with principal offices located at 11514 N. Port Washington Road, Suite 1, Mequon, Wisconsin, 53092 ("OWNER"), collectively referred to as the Parties.

WITNESSETH:

WHEREAS, WAB Holdings 70, LLC is the owner of real estate legally described on Exhibit A and shown as Lot 2 on Certified Survey Map No. 2527 attached as Exhibit B situated in the City of Kenosha, County of Kenosha, State of Wisconsin, hereinafter referred to as "REAL ESTATE"; and,

WHEREAS, the CITY, the OWNER, and the OWNER'S successors and assigns, including any owners' association, agree that the health, safety and welfare of the residents of the City of Kenosha, Wisconsin, require that stormwater drainage facilities located within REAL ESTATE or any easement within REAL ESTATE, including pipes P-1 through P-23, retention/detention basins, outlet structures, and spillways, as shown on Exhibit B and the plans approved as part of the Development Agreement (hereinafter "Stormwater Management Facilities") be designed, constructed and maintained to properly manage stormwater runoff in accordance with Chapter XXXVI of the Code of General Ordinances for the City of Kenosha, as may be amended from time to time, the Conditional Use Permit, the Development Agreement and this Agreement; and

WHEREAS, the CITY requires that the Stormwater Management Facilities are adequately maintained by the OWNER and the OWNER'S successors and assigns, including any

owners' association, in accordance with Chapter XXXVI of the Code of General Ordinances for the City of Kenosha, as may be amended from time to time, the Conditional Use Permit, the Development Agreement and this Agreement.

NOW, THEREFORE, in consideration of the mutual agreements of the Parties, CITY and OWNER agree as follows:

1. The OWNER and the OWNER'S successors and assigns, including any owners' association, shall regularly inspect the Stormwater Management Facilities as often as conditions require, but in any event at least twice each year. The Operation and Maintenance Report attached to this Agreement as Exhibit C, and by this reference made a part hereof, shall be used for the purpose of the regular inspections of the Stormwater Management Facilities. The OWNER and the OWNER'S successors and assigns, including any owners' association, shall keep the Operation and Maintenance Reports from past inspections, as well as a log of maintenance activity indicating the date and type of maintenance completed for a period of three (3) years following such inspection or maintenance. The Operation and Maintenance Reports and the Maintenance Log shall be made available to the City Stormwater Utility for review. The purpose of the inspections is to assure safe and proper functioning of the Stormwater Management Facilities. The inspections shall cover all Stormwater Management Facilities including, but not limited to, berms, outlet structures, basin areas and access roads. Any deficiencies shall be noted in the Operation and Maintenance Report.

2. The OWNER and the OWNER'S successors and assigns, including any owners' association, shall adequately maintain all Stormwater Management Facilities, including, but not limited to, all pipes and channels built to convey stormwater to the Stormwater Management Facilities, as well as all structures, improvements and vegetation provided to control the quantity and quality of the stormwater. Adequate maintenance is herein defined as keeping the Stormwater Management Facilities in good working condition so that the Stormwater Management Facilities are performing their design functions and are maintained in accordance with the Stormwater Maintenance Standards attached to this Agreement as Exhibit D, and by this reference made a part hereof ("Maintenance Standards").

3. The OWNER and the OWNER'S successors and assigns, including any owners' association, hereby grant permission to the CITY, its authorized agents and employees, to enter upon the REAL ESTATE to inspect the Stormwater Management Facilities whenever the CITY deems necessary. The purpose of inspection is to determine compliance with Chapter XXXVI of the Code of General ordinances for the City of Kenosha, as may be amended from time to time, and this Agreement. The Director of the CITY Stormwater Utility, or designee thereof, shall provide the OWNER and the OWNER'S successors and assigns, including any owners' association, copies of the inspection findings and a directive to commence with

corrective actions, if necessary. Corrective actions shall be taken within a reasonable time frame as established by the Director of the CITY Stormwater Utility.

4. If the OWNER or the OWNER'S successors and assigns, including any owners' association, fails to maintain the Stormwater Management Facilities in good working condition such that the Stormwater Management Facilities are not performing their designed control of the quantity and quality of stormwater acceptable to the Director of the CITY Stormwater Utility, or designee thereof, and does not perform the required corrective actions in the specified time, the CITY may take one or more of the following actions:

a. Issue a citation to the OWNER or the OWNER'S successors and assigns under Section 36.13 of the Code of General Ordinances for the City of Kenosha, as may be amended from time to time.

b. Perform the corrective actions identified in the Inspection Report and assess the OWNER or the OWNER'S successors and assigns, including any owners' association, for the cost of such work and all administrative costs associated with performing such work. The cost of such work shall be assessed against the REAL ESTATE as a special charge pursuant to Section 66.0627, Wisconsin Statutes. This provision shall not be construed to allow the CITY to erect any structure of a permanent nature on the land of the OWNER outside of the easement area for the Stormwater Management Facilities. It is expressly understood and agreed that the CITY is under no obligation to routinely maintain or repair the Stormwater Management Facilities, and in no event shall this Agreement be construed to impose any such obligation on the CITY.

c. Revoke the Stormwater Quality Credit and/or Stormwater Quantity Credit as defined in Chapter VIII of the Code of General Ordinances for the City of Kenosha, as may be amended from time to time, until OWNER submits a revised Operation and Maintenance Report or a minimum of one (1) year.

5. The OWNER and the OWNER'S successors and assigns, including any owners' association, will perform the work necessary to keep the Stormwater Management Facilities in good working order, as appropriate. The minimal amount of maintenance required to be performed on the Stormwater Management Facilities shall be in accordance with the Maintenance Standards attached as Exhibit D which may be amended from time to time.

6. In the event CITY, pursuant to this Agreement, performs work of any nature, or expends any funds in performance of said work for labor, use of equipment, supplies, materials and the like, the OWNER and the OWNER'S successors and assigns, including any owners' association, shall reimburse the CITY within thirty (30) days of receipt of written demand for payment of all actual costs incurred by the CITY hereunder.

7. Under this Agreement, CITY assumes no responsibility or any liability in the event the Stormwater Management Facilities on the REAL ESTATE fail to operate properly and OWNER and the OWNER'S successors and assigns, including any owners' association, shall indemnify, defend and hold harmless CITY, its officers, employees and agents against any such claims.

8. This Agreement shall be attached as an exhibit to any document which creates an owners' association that is responsible for maintenance of the Stormwater Management Facilities, shall be recorded at the Kenosha County Register of Deeds, shall constitute a covenant running with the land, and shall be binding on the OWNER and the OWNER'S administrators, executors, assigns, heirs and any other successors in interest, including any owners' association. The OWNER shall provide the Director of the CITY Stormwater Utility with a copy of any document which creates an owners' association that is responsible for maintaining the Stormwater Management Facilities..

9. 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, or equivalent private delivery service, addressed to the respective Party at the addresses stated below:

a. OWNER:

WAB HOLDINGS 70, LLC
William Bodner, Managing Member
11514 N. Port Washington Road
Mequon, Wisconsin 53092

With copies to:

David C. Keating, Esq.
Walsh & Keating, S.C.
1505 Wauwatosa Avenue
Wauwatosa, WI 53213

b. CITY:

City Clerk/Treasurer
City of Kenosha
625 52nd Street, Room 105
Kenosha, Wisconsin 53140

With copies to:

Director, Stormwater Utility
City of Kenosha
625 52nd Street, Room 305
Kenosha, Wisconsin 53140

and

Office of the City Attorney
City of Kenosha
625 52nd Street, Room 201
Kenosha, Wisconsin 53140

10. This Agreement shall be governed by and construed in accordance with the laws of the State of Wisconsin.

11. Nothing contained herein shall be deemed to be a dedication of the Stormwater Management Facilities on the REAL ESTATE to the public. OWNER reserves all rights to use the REAL ESTATE for all purposes not inconsistent with the rights granted to the CITY herein or in that certain Permanent Storm Sewer and Detention Pond Easement and Agreement by and between the OWNER and CITY in connection with the Stormwater Management Facilities.

IN WITNESS WHEREOF, the parties hereto have caused this instrument to be executed on the dates below given.

CITY OF KENOSHA, WISCONSIN,
A Wisconsin Municipal Corporation,

BY: _____
KEITH G. BOSMAN, Mayor

Date: _____

BY: _____
DEBRA SALAS, City Clerk/Treasurer

Date: _____

STATE OF WISCONSIN)
 :SS.
COUNTY OF KENOSHA)

Personally came before me this _____ day of _____, 2014, KEITH G. BOSMAN, Mayor, and DEBRA SALAS, City Clerk/Treasurer, of the CITY OF KENOSHA, WISCONSIN, a Wisconsin municipal corporation, to me known to be such Mayor and City Clerk/Treasurer of said municipal corporation, and acknowledged to me that they executed the foregoing instrument as such officers as the Agreement of said corporation, by its authority.

Notary Public, Kenosha County, Wisconsin
My Commission expires/is: _____

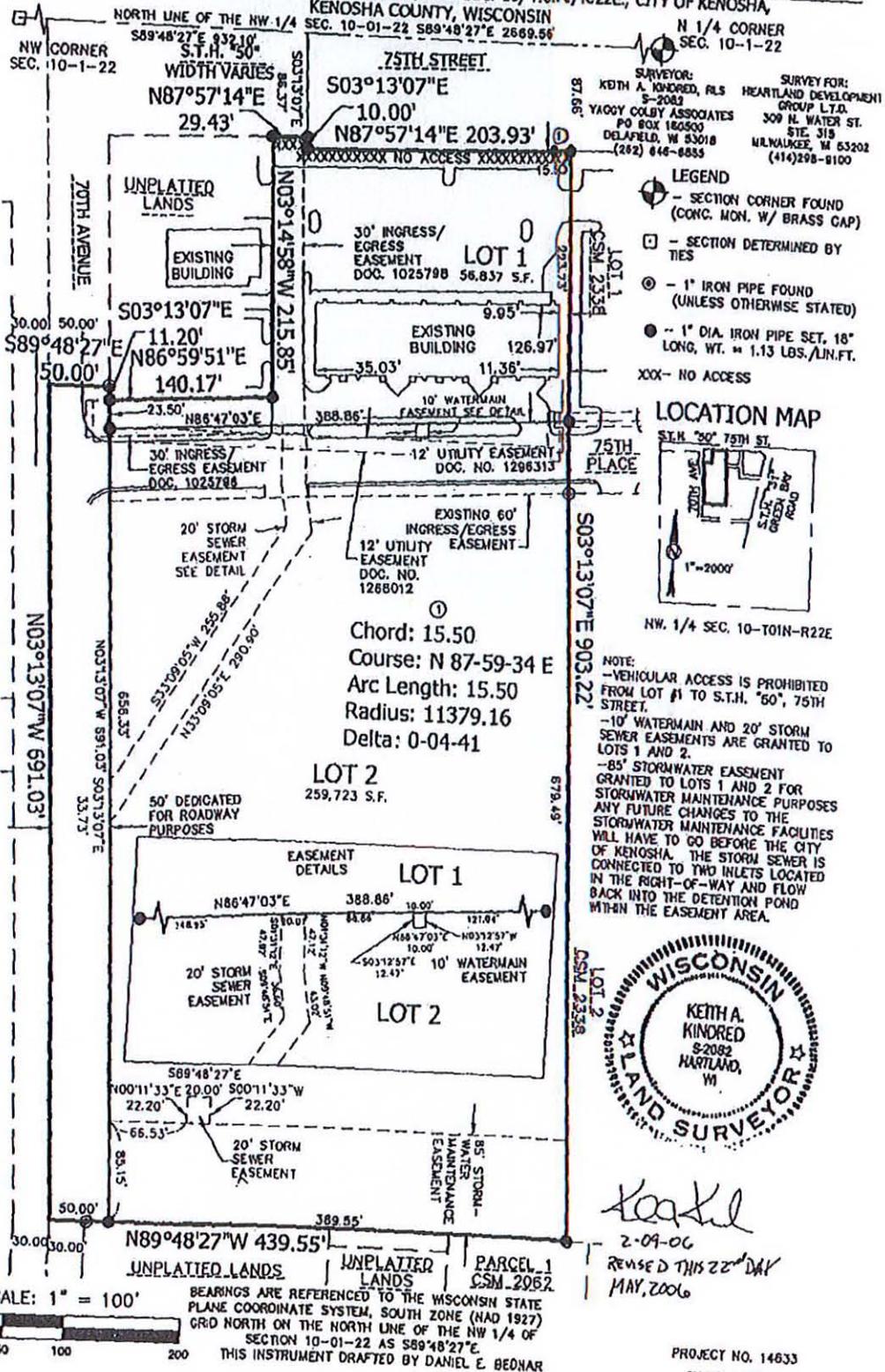
EXHIBIT A

LEGAL DESCRIPTION OF PROPERTY

Lot 2, Certified Survey Map No. 2527, recorded with the Kenosha County Register of Deeds on June 6, 2006 as Document No. 1482509, being a part of the Northwest $\frac{1}{4}$ of the Northwest $\frac{1}{4}$ of Section 10, Town 1 North, Range 22 East, City of Kenosha, Kenosha County, Wisconsin.

CERTIFIED SURVEY MAP NO. 2527

BEING A PART OF THE NW 1/4 OF THE NW 1/4 OF SEC. 10, T.01N, R.22E, CITY OF KENOSHA,
KENOSHA COUNTY, WISCONSIN
SEC. 10-01-22 S89°48'27"E 2689.56'



CERTIFIED SURVEY MAP NO.

BEING A PART OF THE NW 1/4 OF THE NW 1/4 OF SEC. 10, T.01N., R.22E., CITY OF KENOSHA,
KENOSHA COUNTY, WISCONSIN

SURVEYOR'S CERTIFICATE:

I, Keith A. Kindred, Registered Land Surveyor hereby certify:

That I have surveyed, divided and mapped all that being a part of the Northwest 1/4 of the Northwest 1/4 of Section 10, Township 1 North, Range 22 East, City of Kenosha, Kenosha County, Wisconsin.

Commencing at the Northwest corner of the said Section 10; thence S.89°48'27"E., along the north line of the said Northwest 1/4, a distance of 932.10 feet; thence S.03°13'07"E., a distance of 86.37 feet to the point of beginning of the hereinafter described lands; thence continue S.03°13'07"E. along said line, a distance of 10.00 feet; thence N.87°57'14"E., a distance of 203.93 feet; thence 15.50 feet along the arc of a curve to the left, whose radius is 11,379.16 feet and whose chord bears N.87°59'34"E., a distance of 15.50 feet; thence S.03°13'07"E., a distance of 903.22 feet; thence N.89°48'27"W., a distance of 439.55 feet; thence N.03°13'07"W., a distance of 691.03 feet; thence S.89°48'27"E., a distance of 50.00 feet; thence S.03°13'07"E., a distance of 11.20 feet; thence N.88°59'51"E., a distance of 140.17 feet; thence N.03°14'58"W., a distance of 215.85 feet; thence N.87°57'14"E., a distance of 29.43 feet to the point of beginning. Said lands contain 354,050 square feet (8.13 acres).

That I have made such survey, land division and plat by the direction of Heartland Development Group L.T.D., owner of said lands.

That such survey is a correct representation of all the exterior boundaries of the lands surveyed and the division thereof made.

That I have fully complied with the provisions of Chapter 236 of the Wisconsin State Statutes and the subdivision regulations of the City of Kenosha in surveying, dividing and mapping the same.

Dated this 9th day of FEBRUARY, 2006

Keith A. Kindred
Keith A. Kindred, RLS 2082
REVISED THIS 4th DAY OF APRIL, 2006



CITY OF KENOSHA COMMON COUNCIL APPROVAL CERTIFICATE:

Approved by the Common Council on this _____ day of _____, 20__

Ronald Frederick Michael Higgins
John M. Arturumian, Mayor Michael Higgins, Clerk
Ronald Frederick, Acting Mayor

CERTIFIED SURVEY MAP NO.

BEING A PART OF THE NW 1/4 OF THE NW 1/4 OF SEC. 10, T.01N., R.22E., CITY OF KENOSHA,
KENOSHA COUNTY, WISCONSIN

CORPORATE OWNER'S CERTIFICATE OF DEDICATION:

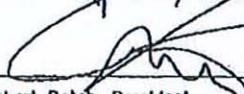
Heartland Development Group L.T.D., a corporation duly organized and existing under and by virtue of the laws of the State of Wisconsin, as owner, does hereby certify that said corporation caused the land described on this plot to be surveyed, divided, mapped and dedicated as represented on this plot.

Heartland Development Group L.T.D. does further certify that this plot is required by S238.10 or S236.12 to be submitted to the following for approval or objection:

City of Kenosha

IN WITNESS WHEREOF, said Heartland Development Group L.T.D., has caused these presents to be signed by Robert Patch, its President, at Milwaukee Wisconsin, and its corporate seal to be hereunto affixed on this 5th day of April, 2006

In Presence of:


Robert Patch, President

STATE OF WISCONSIN)

Milwaukee COUNTY) SS

Personally came before me this 5th day of April, 2006, the above named Robert Patch, President, of the above named corporation, to me known to be such President of said corporation, and acknowledged that they executed the foregoing instrument as such officers as the deed of said corporation, by its authority.




Notary Public
Milwaukee County, Wisconsin
My Commission Expires 2/14/2010



2-09-06
Keake
Revision 4-04-06

CERTIFIED SURVEY MAP NO. _____

BEING A PART OF THE NW 1/4 OF THE NW 1/4 OF SEC. 10, T.01N, R.22E., CITY OF KENOSHA,
KENOSHA COUNTY, WISCONSIN

CONSENT OF CORPORATE MORTGAGEE:

Charter One Bank N.A., a corporation duly organized and existing under and by virtue of the laws of the State of Illinois, mortgagee of the above described land, does hereby consent to the surveying, dividing, mapping and dedication of the land described on this plat, and does hereby consent to the above certificate of Heartland Development Group L.T.D., Owner.

IN WITNESS WHEREOF, said Charter One Bank N.A. has caused these presents to be signed by Jason Welch, its Vice President, and countersigned by Julie Wireman, its Secretary (cashier) at Hinsdale, Illinois, and its corporate seal to be hereunto affixed this 12th day of April, 20 06

In presence of:

| | | |
|--------------------|----------------------|------------------|
| _____ | _____ | (Corporate Seal) |
| Corporate Name | Countersigned | |
| <u>Jason Welch</u> | <u>Julie Wireman</u> | |
| Vice President | Secretary (Cashier) | |

STATE OF Illinois)
DUPAGE COUNTY) SS)

Personally came before me this 12th day of April, 20 06, the above named JASON WELCH, Vice President, and JULIE WIREMAN, Secretary (cashier) of the above named corporation, to me known to be the persons who executed the foregoing instrument, and to me known to be such Vice President and Secretary (cashier) of said corporation, and acknowledged that they executed the foregoing instrument as such officers as the deed of said corporation, by its authority.

(Notary Seal) Patricia Goosby
Notary Public, Hinsdale, Illinois



My commission expires 10/26/2007



KeatK
2-09-06

Exhibit C Operation and Maintenance Report

| | | | | |
|---|---|------|-------------------------|--|
| Owner: _____ | Phone No.: _____ | | | |
| Parcel No.: _____ | Address: _____ | | | |
| City: _____ | State: _____ | | | |
| Zip: _____ | Contact Name: _____ | | | |
| | | | | |
| Date of Inspection (mm/dd/yy): _____ | Inspection <input type="checkbox"/> 6 Month <input type="checkbox"/> Other _____ | | | |
| Time of Inspection | Name of Individual Performing Inspection (please print): | | | |
| Start: _____ | | | | |
| End: _____ | | | | |
| Weather Conditions during Inspection: _____ | | | | |
| | | | | |
| Stormwater Facility Inspection | | | | |
| Condition | Good | Bad | Requires Maintenance | Notes: (Condition / Corrective Action) |
| General Site Conditions | | | | |
| Greenspace | | | | |
| Curb & Gutter | | | | |
| Catch Basins | | | | |
| Stormsewer | | | | |
| Gutters/Downspouts | | | | |
| Wet Detention Basin | | | | |
| Outlet Structure Condition | | | | |
| Next Structure Downstream | | | | |
| Mowing (Monthly or >6") | | | | |
| Condition of Plantings | | | | |
| Condition of Water Plants | | | | |
| Erosion | | | | |
| Invasive Plants | Yes | No | | |
| | - | - | Sediment Level | |
| Sediment Level | | | | |
| Dredging Required | Yes | No | | |
| | | | | |
| Signature of Inspector | _____ | Date | _____ | |
| Signature of Owner | _____ | Date | _____ | |

Exhibit D

Storm Water Maintenance Standards – Reference Only

1. Greenspace: Vegetation shall be maintained to prevent erosion caused by stormwater runoff. An inspection shall be made at least every 6 months. If vegetation is no longer in good condition it shall be replanted.
2. Curb & Gutter: All curb and gutter shall be inspected every 6 months. This inspection shall include the condition of the gutter and the cleanliness of the gutter. This shall be maintained to allow for proper drainage of the area.
3. Storm Sewer: All storm sewers shall be inspected once a year. This inspection shall include the condition of the main line storm sewers to ensure that the system is functioning according to the design requirements.
4. Catch Basins and inlets: All catch basins and inlets shall be inspected every 6 months and periodically cleaned to remove accumulated sediment.
5. Gutters and Downspouts: All building's gutters and downspouts shall be inspected every 6 months and periodically cleaned to remove accumulated sediment.
6. Detention Basins – General
 - a. Wet Detention Basins
 1. Outlet Structure Maintenance: Trash grates shall be examined for debris accumulation after any storm that has significant runoff (observed flow in street gutters). Any debris on the trash grate shall be removed and disposed of offsite. If debris passing the trash grate or vandals attempting to plug the outlet is a problem, then revisions should be made in the trash grate. Any time a trash grate needs replacement, the replacement grate must be constructed of stainless steel. Any blockage of the basin outlet must be addressed immediately. Blockage of the lower stages of the outlet structure must be cleared within 48 hours to avoid substantial die-off of the flooded grass areas.
 2. Downstream Stormwater Conveyance: Upon detection of storm water failing to completely drain down to the basin discharge elevation, an investigation shall be made to determine the cause. Any obstruction or sediment buildup in the downstream pipes or drainage-way must be

removed within 30 days and any damage to the basin such as wave terraces or grass die-off due to the water back up shall be repaired.

3. **Mowing:** At no time shall the detention basin be mowed when the bottom or side slopes are still soft after recent storage of storm water. Any ruts created by mowing shall be graded closed or filled with topsoil, seeded, and covered with a tackifier type mulch within one week of the damage. The type of mower used shall be such that a mulch type grass clipping is produced. Grass cut only at the ground level, such as with a sickle bar, tends to be carried to the outlet by storm water where it plugs the trash grate. Any vegetation growing at the edge of a permanent pond shall not be mowed since this ruts the edge of the pond and puts debris in the water. Any undesirable vegetation around the permanent pond should be removed mechanically and in accordance with DNR regulations and guidelines.
4. **Maintenance of Plantings:** All planting of trees and bushes shall be maintained in good condition. An examination of the plantings shall be made each Spring and Fall and any dead trees or bushes replaced at that time. The replacement shall be in kind or with a suitable species approved by the City Forester. All planting shall receive regular watering during the first few years until they become well established. Mulch beds shall be maintained around the plantings to discourage the growth of weeds and to conserve moisture. The area immediately around the plantings shall be kept free of weeds by pulling or weed whipping each time the grass is mowed. Bushes mowed off or tree bark girdled by the mowing equipment shall be replaced by a specimen of similar size.
5. **Erosion:** Any area bare of suitable vegetation shall, within 30 days of discovery or the onset of suitable weather, have any erosion repaired, filled with three inches of topsoil, seeded, and covered with a tackifier type mulch. On slopes of 10 to 1 or greater the repair shall be covered with turf reinforcement before placement of the top two inches of topsoil.
6. **Invasive plant species:** Invasive plant species such as purple loose strife or canary reed grass shall not be allowed to become established in the detention basin. At the detection of such species a control program shall be established and progress in their control shall be included in the yearly report.

7. Use of chemicals: No fertilizer or weed killer shall be used with the detention basin parcel.
 8. Alterations to the detention basin: No alterations may be made to the detention basin in the way of grading, additional discharges to the basin, plantings etc without permission from the Storm Water Utility.
 9. Control of water plants: Some water plants are desirable as they provide a balance environment for aquatic life and aid in the removal of nutrients from the storm water. Growth along the edge of the pond stabilizes the shoreline against erosion and discourages geese from using the pond. Excessive growth should be controlled by mechanical removal of the plants. Any use of chemicals in the pond must be in conformance with DNR regulations and guidelines and receive prior approval from the Kenosha Stormwater Utility. If the shoreline erodes due to lack of proper stabilization some other means of protection such as the placement of boulders will be required. The control of algae is not a required maintenance item since the objection to algae is mainly based on esthetics.
 10. Sediment removal: Soundings shall be taken every 8 years after construction or dredging of the basin and then in 5 year intervals or at intervals agreed upon by the City based on the rate of sediment accumulation in the basin. When the average water depth of the permanent pool is 3.5 feet the entire basin will need to be dredged or excavated to a depth of a minimum of 5 feet.
7. Initial Detention Basin Maintenance: Prior to the issuance of any Temporary Certificate of Occupancy for any improvements within REAL ESTATE, Items 6.a.1., 3., 4., 5., 6. and 9. above must be completed and an Operation and Maintenance Report must be submitted to the City along with an as-built plan showing the above and below water contours of the detention basin. If the average depth of the detention basin is less than 3.5 feet, the detention basin must be dredged or excavated to a depth of a minimum of 5 feet prior to the issuance of any Temporary Certificate of Occupancy. If the average depth of the detention basin is greater than 3.5 feet, a proposed schedule for future soundings is required to be submitted to and approved by the City prior to the issuance of any Temporary Certificate of Occupancy for any improvements within REAL ESTATE.

EXHIBIT G

PERMANENT STORM SEWER AND
DETENTION POND EASEMENT & AGREEMENT
BETWEEN WAB HOLDINGS 70, LLC AND
THE CITY OF KENOSHA, WISCONSIN

Document Number

Document Title

This space is reserved for recording data

Return to:

Office of the City Attorney
City of Kenosha
625 52nd Street, Room 201
Kenosha, WI 53140

03-122-10-226-052

Parcel Identification Number

PERMANENT STORM SEWER AND DETENTION POND
EASEMENT & AGREEMENT

Between

WAB HOLDINGS 70, LLC
A Wisconsin Limited Liability Company

And

THE CITY OF KENOSHA
A Municipal Corporation

This Permanent Storm Sewer and Detention Pond Easement and Agreement ("Easement and Agreement") effective as of the last date of execution is entered into between WAB Holdings 70 LLC, a Wisconsin limited liability company with principal offices located at 11514 N. Port Washington Road, Suite 1, Mequon, Wisconsin, 53092 ("Grantor") and the City of Kenosha, a municipal corporation duly organized and existing under the laws of the State of Wisconsin ("Grantee").

Grantor is the owner of real estate legally described on Exhibit A and shown as Lot 2 on Certified Survey Map No. 2527 attached as Exhibit B situated in the City of Kenosha, County of Kenosha, State of Wisconsin, hereinafter referred to as "Real Estate."

Grantor, in consideration of One Dollar (\$1.00) and other valuable consideration, the receipt and sufficiency of which is hereby acknowledged, and subject to the terms and conditions below provided, does hereby grant to Grantee a permanent easement, in, to and under and across that certain portion of the Real Estate legally described and shown on Exhibit C (the "Easement Area") to install, construct, expand, replace, maintain, and repair storm sewer, stormwater ponds and appurtenances as described in the executed Development Agreement and the Stormwater Management Practices Maintenance Agreement for Stormwater Maintenance Facilities, copies of which are on file with the City of Kenosha Department of Community Development and Inspections and the Department of Public Works, (hereinafter "Permitted Work") for the purposes of conveying and detaining storm sewerage over, across, through, and under the Real Estate, together with the right to, within the Easement Area, excavate and refill ditches and/or trenches, install appurtenances, and the further right to, within the Easement Area, remove trees, bushes, undergrowth, and remove other structures and obstructions interfering with the Permitted Work.

Grantor shall have and retain all other rights not granted to Grantee to the use and occupancy of the Easement Area, provided that, except as set forth in the plans approved as part of the executed Development Agreement, no structure, landscaping or paving shall be erected or placed over or

upon the Easement Area without the advance, written approval of the Director of Public Works of the City of Kenosha, and then subject to reasonable conditions, such as, but not limited to, replacement or removal of authorized improvements at the cost of Grantor, when required by Grantee. Unauthorized improvements on the Easement Area by Grantor are subject to removal by Grantee.

For the purpose of performing Permitted Work, Grantee shall have the right to enter and pass over and use the Real Estate and the lands of Grantor reasonably adjacent thereto for the temporary transportation, laying down, and storage of materials, backfill, tools and equipment, the depositing and removal of excavated materials, and for other purposes incidental to the Permitted Work. Upon completion of Permitted Work, restoration of the Easement Area by the Grantee shall be limited to backfilling ditches and/or trenches, topsoil, seeding and debris removal. Upon completion of Permitted Work, Grantor, at Grantor's cost and expense, shall be responsible for all other restoration including restoration of any fencing, any concrete and asphalt surfaces or any other structures within the Easement Area and surrounding property to the condition prior to such Permitted Work.

This Easement and Agreement shall run with the land and be binding upon the heirs, successors and assigns of the parties hereto. However, this Easement and Agreement shall not take effect until it is fully executed by the Grantor and Grantee. Each person who executes this Easement and Agreement certifies that they are acting within the scope of their respective authority in doing so.

This Easement and Agreement shall be governed by and construed in accordance with the laws of the State of Wisconsin. Grantor, Grantee and their respective successors and assigns shall have all rights to enforce this Easement and Agreement at law or in equity.

SIGNATURE PAGES FOLLOW

GRANTOR:

WAB HOLDINGS 70, LLC
A Wisconsin Limited Liability Company

By: _____
WILLIAM BODNER, Managing Member

Date: _____

STATE OF WISCONSIN)
 :SS
COUNTY OF)

Personally came before me this _____ day of _____, 2014, WILLIAM BODNER, Managing Member of WAB HOLDINGS 70, LLC, a Wisconsin limited liability company, to me known to be such managing member of said limited liability company, and acknowledged to me that he executed the foregoing instrument as such officer as the agreement of said limited liability company, by its authority.

Notary Public, _____ County, WI
My Commission expires/is: _____

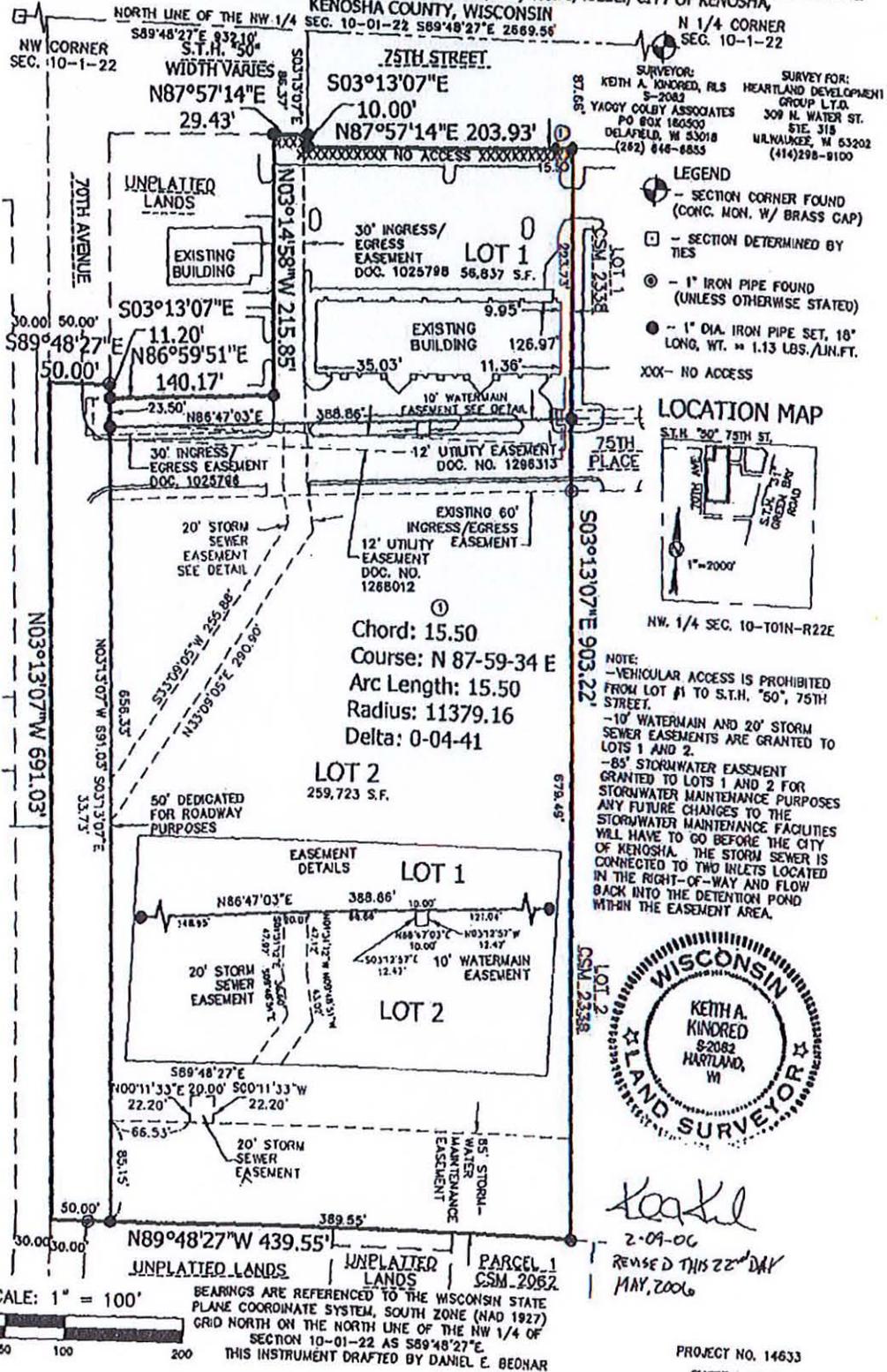
EXHIBIT A

LEGAL DESCRIPTION OF PROPERTY

Lot 2, Certified Survey Map No. 2527, recorded with the Kenosha County Register of Deeds on June 6, 2006 as Document No. 1482509, being a part of the Northwest $\frac{1}{4}$ of the Northwest $\frac{1}{4}$ of Section 10, Town 1 North, Range 22 East, City of Kenosha, Kenosha County, Wisconsin.

CERTIFIED SURVEY MAP NO. 2527

BEING A PART OF THE NW 1/4 OF THE NW 1/4 OF SEC. 10, T.01N, R.22E, CITY OF KENOSHA, WISCONSIN
SEC. 10-01-22 S89°48'27"E 2869.56'





CERTIFIED SURVEY MAP NO.

BEING A PART OF THE NW 1/4 OF THE NW 1/4 OF SEC. 10, T.01N., R.22E., CITY OF KENOSHA, KENOSHA COUNTY, WISCONSIN

SURVEYOR'S CERTIFICATE:

I, Keith A. Kindred, Registered Land Surveyor hereby certify;

That I have surveyed, divided and mapped all that being a part of the Northwest 1/4 of the Northwest 1/4 of Section 10, Township 1 North, Range 22 East, City of Kenosha, Kenosha County, Wisconsin.

Commencing at the Northwest corner of the said Section 10; thence S.89°48'27"E., along the north line of the said Northwest 1/4, a distance of 932.10 feet; thence S.03°13'07"E., a distance of 86.37 feet to the point of beginning of the hereinafter described lands; thence continue S.03°13'07"E. along said line, a distance of 10.00 feet; thence N.87°57'14"E., a distance of 203.93 feet; thence 15.50 feet along the arc of a curve to the left, whose radius is 11,379.16 feet and whose chord bears N.87°59'34"E., a distance of 15.50 feet; thence S.03°13'07"E., a distance of 903.22 feet; thence N.89°48'27"W., a distance of 439.55 feet; thence N.03°13'07"W., a distance of 691.03 feet; thence S.89°48'27"E., a distance of 50.00 feet; thence S.03°13'07"E., a distance of 11.20 feet; thence N.86°59'51"E., a distance of 140.17 feet; thence N.03°14'58"W., a distance of 215.85 feet; thence N.87°57'14"E., a distance of 29.43 feet to the point of beginning. Said lands contain 354,050 square feet (8.13 acres).

That I have made such survey, land division and plat by the direction of Heartland Development Group L.T.D., owner of said lands.

That such survey is a correct representation of all the exterior boundaries of the lands surveyed and the division thereof made.

That I have fully complied with the provisions of Chapter 236 of the Wisconsin State Statutes and the subdivision regulations of the City of Kenosha in surveying, dividing and mapping the same.

Dated this 9th day of February, 2006

Keith A. Kindred

Keith A. Kindred, RLS 2082

REVISED THIS 4th DAY OF APRIL, 2006



CITY OF KENOSHA COMMON COUNCIL APPROVAL CERTIFICATE:

Approved by the Common Council on this _____ day of _____, 20__

Ronald Frederick *Michael Higgins*
John M. Antaramian, Mayor Michael Higgins, Clerk
Ronald Frederick, Acting Mayor

CERTIFIED SURVEY MAP NO. _____

BEING A PART OF THE NW 1/4 OF THE NW 1/4 OF SEC. 10, T.01N., R.22E., CITY OF KENOSHA,
KENOSHA COUNTY, WISCONSIN

CORPORATE OWNER'S CERTIFICATE OF DEDICATION:

Hartland Development Group L.T.D., a corporation duly organized and existing under and by virtue of the laws of the State of Wisconsin, as owner, does hereby certify that said corporation caused the land described on this plot to be surveyed, divided, mapped and dedicated as represented on this plot.

Hartland Development Group L.T.D. does further certify that this plot is required by S238.10 or S236.12 to be submitted to the following for approval or objection:

City of Kenosha

IN WITNESS WHEREOF, said Hartland Development Group L.T.D., has caused these presents to be signed by Robert Patch, its President, at Milwaukee Wisconsin, and its corporate seal to be hereunto affixed on this 5th day of April, 2006

In Presence of:

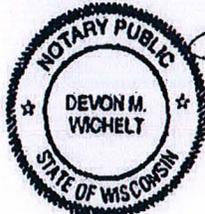


Robert Patch, President

STATE OF WISCONSIN)

Milwaukee COUNTY) SS

Personally come before me this 5th day of April, 2006 the above named Robert Patch, President, of the above named corporation, to me known to be such President of said corporation, and acknowledged that they executed the foregoing instrument as such officers as the deed of said corporation, by its authority.





Notary Public

Milwaukee County, Wisconsin

My Commission Expires 2/14/2010



2-09-06
Keckl
REVISED 4-04-06

CERTIFIED SURVEY MAP NO. _____

BEING A PART OF THE NW 1/4 OF THE NW 1/4 OF SEC. 10, T.01N., R.22E., CITY OF KENOSHA,
KENOSHA COUNTY, WISCONSIN

CONSENT OF CORPORATE MORTGAGEE:

Charter One Bank N.A. a corporation duly organized and existing under and by virtue of the laws of the State of Illinois, mortgagee of the above described land, does hereby consent to the surveying, dividing, mapping and dedication of the land described on this plat, and does hereby consent to the above certificate of Heartland Development Group L.T.D., Owner.

IN WITNESS WHEREOF, said Charter One Bank N.A. has caused these presents to be signed by Jason Welch, its Vice President, and countersigned by Julie Wireman, its Secretary (cashier) at

Hinsdale, Illinois, and its corporate seal to be hereunto affixed this 12th day of April, 20 06

In presence of:

| | | |
|--------------------|----------------------|------------------|
| _____ | _____ | (Corporate Seal) |
| Corporate Name | Countersigned | |
| <u>Jason Welch</u> | <u>Julie Wireman</u> | |
| Vice President | Secretary (Cashier) | |

STATE OF Illinois)
DUPAGE COUNTY) SS)

Personally came before me this 12th day of April, 20 06, the above named JASON WELCH Vice President, and JULIE WIREMAN Secretary (cashier) of the above named corporation, to me known to be the persons who executed the foregoing instrument, and to me known to be such Vice President and Secretary (cashier) of said corporation, and acknowledged that they executed the foregoing instrument as such officers as the deed of said corporation, by its authority.

(Notary Seal) Patricia Goosby
Notary Public, DUPAGE, Illinois



My commission expires 10/26/2007



Keako
2-09-06

thence N86°50'46"E 228.62 feet; thence S56°03'32"E 21.45 feet; thence N03°11'25"W 100.25 feet; thence S86°46'35"W 59.95 feet; thence N03°13'25"W 367.60 feet; thence N30°41'41"W 83.11 feet; thence N01°31'12"W 50.74 feet to the North line of 75th Place and the point of beginning. Containing 1.050 acres.

EXHIBIT C



Nielsen Madsen & Barber S.C.
Civil Engineers and Land Surveyors

1458 Horizon Blvd. Suite 200, Racine, Wisconsin 53406
Phone (262) 634-5588 * Facsimile (262) 634-5024 * Website nmbosc.net

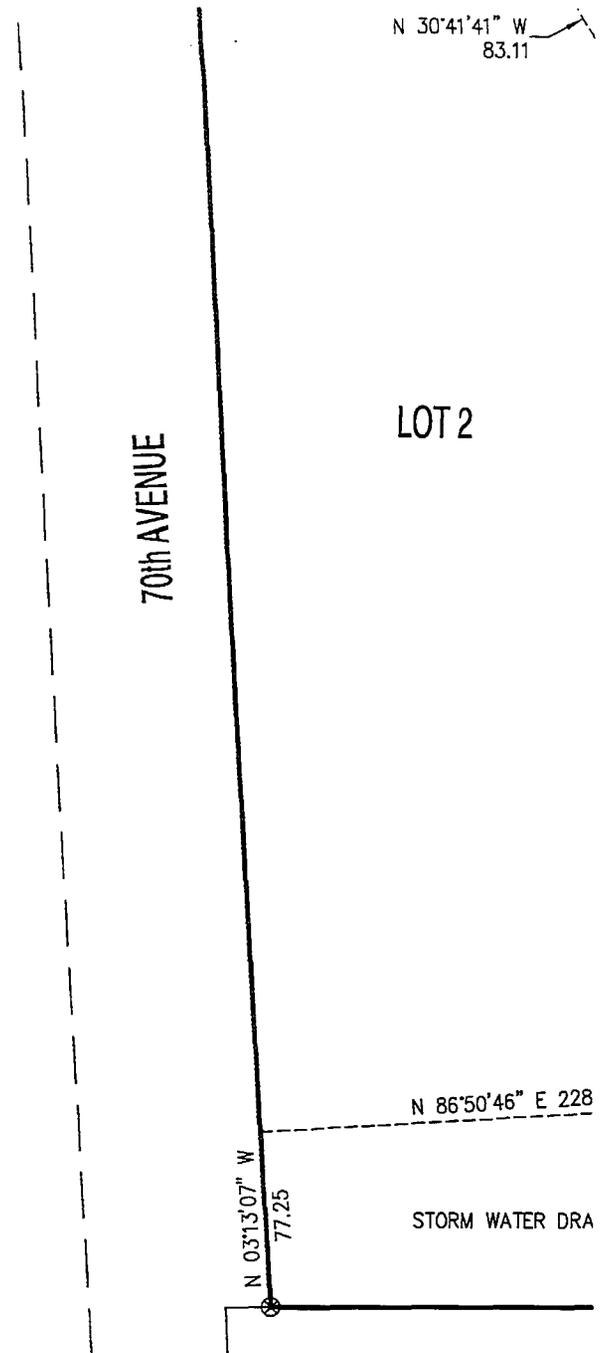


EXHIBIT D
SITE GRADING & EROSION CONTROL PLAN

EXHIBIT E
STORM SEWER PLAN

EXHIBIT H
STREET PLAN

EXHIBIT I
LIGHTING PLAN

EXHIBIT J
LANDSCAPING PLAN

These Exhibits are on file with the City of Kenosha, Department of Community Development & Inspections.

| | | | |
|--|--|----------------|--------|
| Planning & Zoning Division 625 52nd Street Kenosha, WI 53140 262.653.4030 | Kenosha City Plan Commission FACT SHEET | March 20, 2014 | Item 5 |
| By the Mayor - To Approve a four-lot Certified Survey Map to be located at 3803 and 3809 7th Avenue. (Estes) (District #1) PUBLIC HEARING | | | |

LOCATION/SURROUNDINGS:

Site: 3803 and 3809 7th Avenue
 Zoned: RG-1 General Residential

NOTIFICATIONS/PROCEDURES:

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

ANALYSIS:

- In December of 2013, the applicant rezoned the properties on the attached Certified Survey Map to RG-1 General Residential. The applicant is now requesting to divide the property into buildable lots.
- The site currently has two (2) lots.
 - The applicant has also submitted a Lot Line Adjustment Survey (reviewed at a Staff Level) to adjust the existing lot line to the south to create one (1) buildable lot along 39th Street.
 - The remaining large lot would be divided into four (4) lots with the proposed Certified Survey Map.
- The lot along 39th Street would be buildable as a single-family residence. The four (4) other lots would be buildable as either single-family or two-family residences based on the lot width and area.
- The applicant is not a builder. He intends to sell the lots for development.
- The Certified Survey Map was sent to City Departments for their review. Their comments are included in the attached Resolution.
- The plans generally comply 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.

B. R. O.

Brian R. Wilke, Development Coordinator

Jeffrey B. Labahn

Jeffrey B. Labahn, Director

RESOLUTION NO: ____ - 14

BY: THE MAYOR

TO APPROVE A FOUR-LOT CERTIFIED SURVEY MAP
Property located at 3803 and 3809 7th (Estes)

BE IT RESOLVED by the Common Council of the City of Kenosha, Wisconsin, that a Certified Survey Map relating to one (1) parcel at 3803 and 3809 7th Avenue 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 storm water utility fees and delinquent taxes prior to recording.
4. A digital copy of the Certified Survey Map shall be provided to the City prior to recording.
5. The Certified Survey Map shall be null and void if not recorded within six (6) months of approval by the Common Council.
6. Compliance with the Kenosha Water Utility memo dated February 26, 2014.
7. The north line of the Quarter Section is shown as bearing N89°29'00"E. The Horizontal and Vertical Survey Control used by the City shows this line to bear N87°53'42"E. Revise every bearing to reflect this change.
8. The Legal Description on Sheet Two does not tie the CSM to a USPLS. Section 17.07 (D) requires that a Certified Survey be tied "*...to one or more of the section or quarter corners...*".
9. A graphic scale shall be added.
10. A Final Drainage Plan shall be submitted for review and approval by the Department of Public Works.
11. 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 _____, 2014

ATTEST:

Debra L. Salas, City Clerk-Treasurer

APPROVE:

Keith G. Bosman, Mayor

Engineering Services
4401 Green Bay Road
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: Ian C. Bagley, P.E., Water Engineer

Date: February 26, 2014

Subject: Estes Certified Survey Map

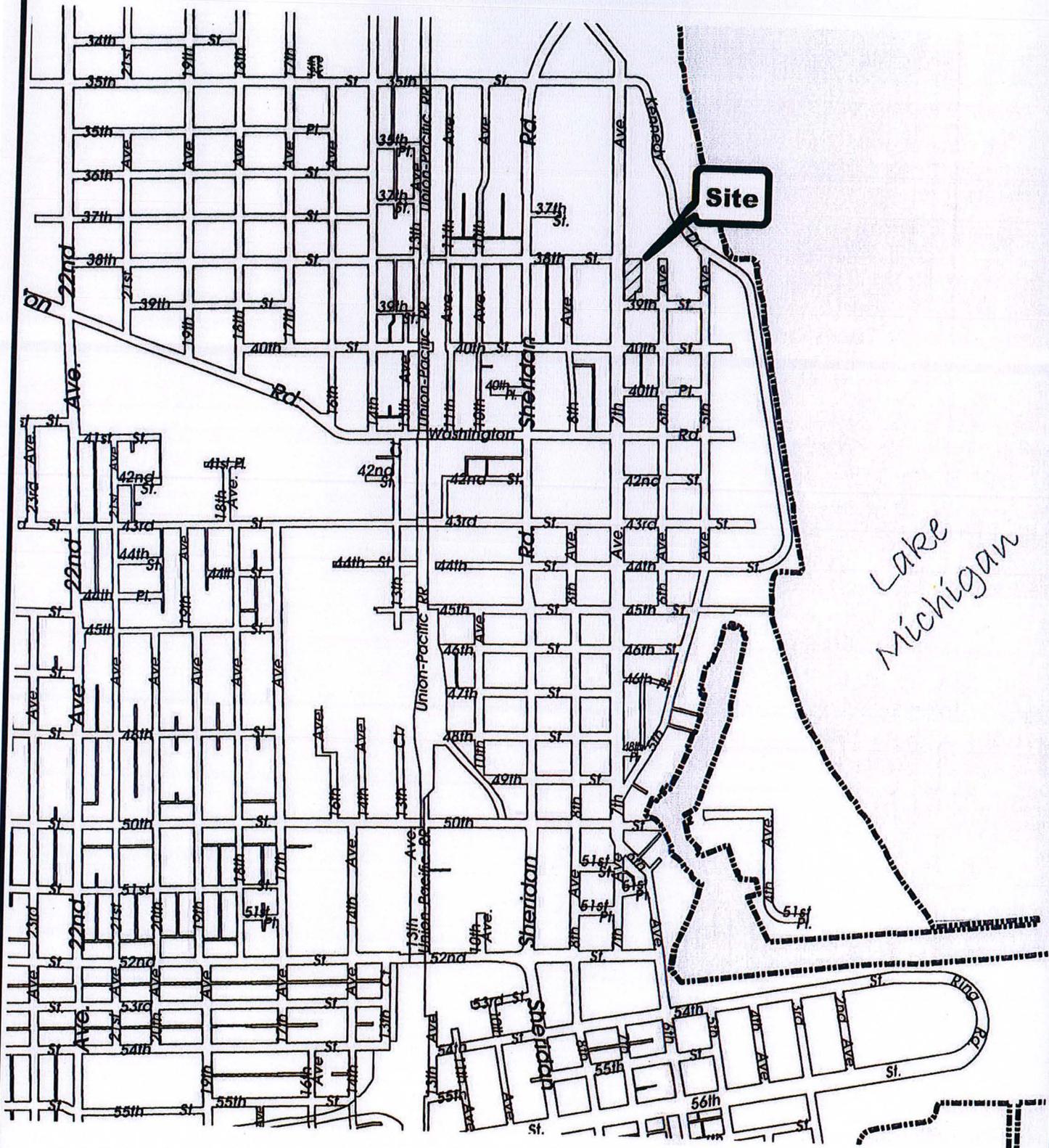
Location: 3803 and 3809 7th Avenue

The Kenosha Water Utility (KWU) has reviewed the submittal for the above referenced project. KWU recommends the project for approval subject to the following conditions:

1. Sanitary sewer and water main service stubs are not available for each lot per KWU records. Additionally, due to the age of the sanitary sewer and water main service stubs (well over 100 years), KWU will require new sanitary sewer and water services for each parcel including the parcel south of Lot 4.
2. Each new 1" water service will require a \$400 fee for tapping the water main and installing the water service to the curb stop. Excavation and restoration will be performed by the developer's contractor. Additionally, each new service will incur a sewer connection fee of \$3,281.00 under the assumption that each service will not require a meter larger than 3/4". These fees must be paid prior to connecting to the water main.
3. The developer's contractor will be responsible for installing the sanitary sewer services, but KWU personnel must be notified a minimum of 24 hours in advance of connection so that they may be on site to inspect. A \$70 sewer connection inspection fee must be paid for each service.

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

City of Kenosha Estes Certified Survey Map



Lake Michigan

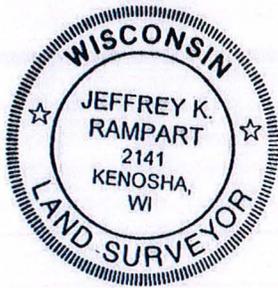


CERTIFIED SURVEY MAP

I, JEFFREY K. RAMPART, SURVEYOR, hereby certify that I have prepared this certified survey map, the exterior boundaries of which are described as:

Part of Block 38 in ORIGINAL TOWN OF SOUTHPORT, a plat of record; lying and being in part of the Southeast Quarter of Section 30, Town 2 North, Range 23 East of the Fourth Principal Meridian; lying and being in the City of Kenosha, Kenosha County, Wisconsin and being more particularly described as: Commence at the southwest corner of said Block 38; thence North 66.00 feet to the point of beginning; thence continue North 246.20 feet to the north line of said quarter section at a point which is 1516.59 feet N89°29'00"E from the northwest corner of said quarter section; thence N89°29'00"E along said north line 132.08 feet; thence S00°01'41"E 247.98 feet; thence N89°44'44"W 132.20 feet to the southwest corner of said Block 38 and the point of beginning.

That I have complied with the provisions of chapter 236.34 of the State Statutes on certified surveys and the City of Kenosha Land Division and Platting Ordinance.



Dated this ..12th.. day ofFebruary..., 2014.

SURVEYOR.....*JKR*.....
JEFFREY K. RAMPART (S-2141)
WISCONSIN REGISTERED LAND SURVEYOR

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

OWNER.....
STEVEN F. ESTES

STATE OF WISCONSIN
KENOSHA COUNTY S.S.

Personally came before me this day of, 20___, the above named Steven F. Estes, to me known to be the person(s) who executed the foregoing instrument and acknowledged the same.

My Commission Expires..... NOTARY PUBLIC

PRINT NAME HERE.....

This certified survey map has been submitted to and approved by the Common Council of the City of Kenosha on this day of, 20___.

APPROVED.....
KEITH G. BOSMAN, Mayor

PRINT NAME HERE.....

I hereby certify that the foregoing is a copy of resolution number _____ adopted by the Common Council of the City of Kenosha.

OWNER(S)/DEVELOPER:

Steven F. Estes
216 Candia Lane
Cary, N.C. 27519
(919-889-1771)

CITY CLERK/TREASURER.....
DEB SALAS

PRINT NAME HERE.....

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

MAILING INFORMATION

NAME OF PROJECT: _____

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

| | | |
|----------------------------------|---|--|
| <input checked="" type="radio"/> | Name and Address of Applicant [Please print]: <u>Stephen F. ESTES</u> <u>216 Candia Lane, Cary NC 27519</u> | Phone: <u>919-889-1771</u> Fax: _____ E-Mail: <u>astesd@home.com</u> |
| <input type="radio"/> | Name and Address of Architect/Engineer [Please print]: _____ _____ | Phone: _____ Fax: _____ E-Mail: _____ |
| <input type="radio"/> | 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): 3803 & 3809 - 7th AVENUE
11-223-30-403-001 & -002

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 checked="" 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 |

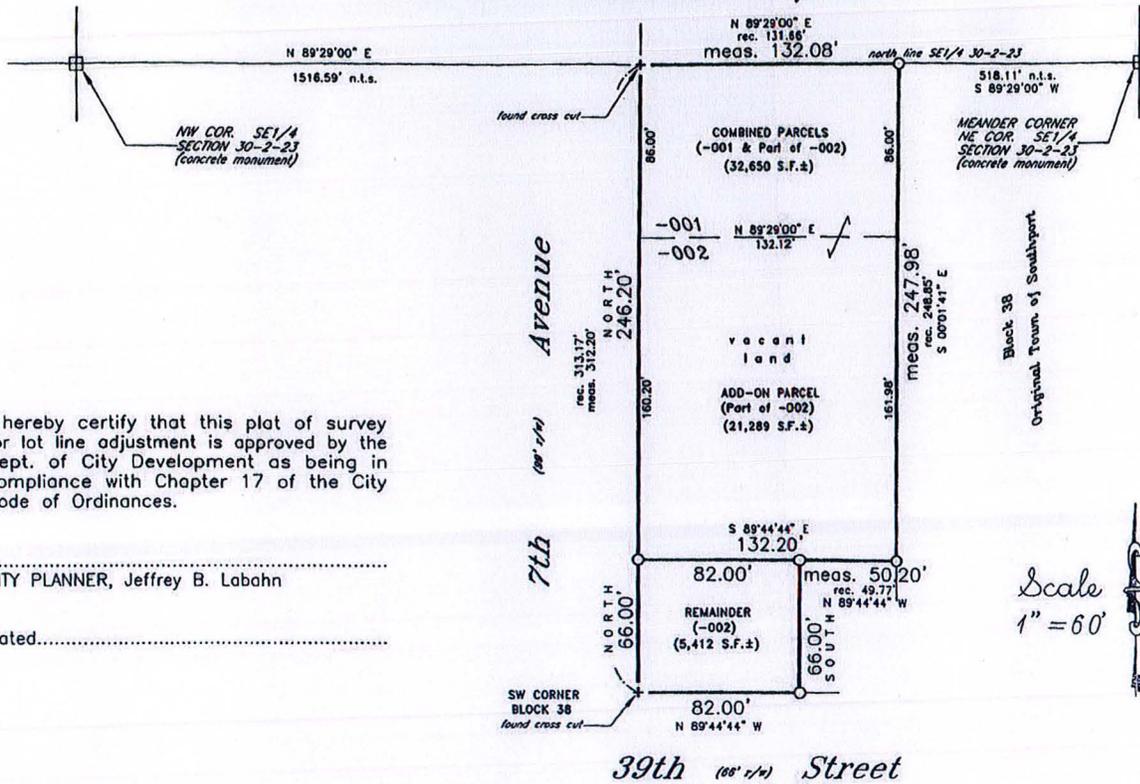
**PRIOR TO SUBMITTING THIS APPLICATION TO THE DEPARTMENT OF CITY DEVELOPMENT,
PLEASE REVIEW THE APPROPRIATE SECTION(S) FOR FEES, REQUIREMENTS AND APPROPRIATE APPENDICES.**

*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 |
|--|--|

addresses: 3803 & 3809 - 7th Avenue

* Lot Line Adjustment Survey included for reference only.



I hereby certify that this plat of survey for lot line adjustment is approved by the Dept. of City Development as being in compliance with Chapter 17 of the City Code of Ordinances.

CITY PLANNER, Jeffrey B. Labahn

Dated.....

LEGAL DESCRIPTIONS FOR LOT LINE ADJUSTMENT (PRECEDE WITH THE FOLLOWING PREAMBLE): Part of Block 38 in ORIGINAL TOWN OF SOUTHPORT, a plat on file and of record in the Kenosha County Land Registry; lying and being in part of the Southeast Quarter of Section 30, Town 2 North, Range 23 East of the Fourth Principal Meridian; lying and being in the City of Kenosha, Kenosha County, Wisconsin and being more particularly described as:
 PARCEL TO BE DETACHED FROM TAX KEY NO: 11-223-30-403-002 AND ADD-ON PARCEL TO TAX KEY NO: 11-223-30-403-001:

Commence at the southwest corner of Block 38 of said Original Town of Southport, a plat of record; thence North 66.00 feet to the point of beginning; thence continue North 160.20 feet; thence N89°29'00"E parallel to the north line of said quarter section 132.12 feet; thence S00°01'41"E 161.98 feet; thence N89°44'44"W 132.20 feet to the point of beginning; containing 21,289 square feet, more or less.

LEGAL DESCRIPTION OF PROPOSED COMBINED PARCELS (-001 & part of -002):

Commence at the southwest corner of Block 38 of said Original Town of Southport, a plat of record; thence North 66.00 feet to the point of beginning; thence continue North 246.20 feet to the north line of said quarter section at a point which is 1516.59 feet N89°29'00"E from the northwest corner of said quarter section; thence N89°29'00"E along said north line 132.08 feet; thence S00°01'41"E 247.98 feet; thence N89°44'44"W 132.20 feet to the southwest corner of said Block 38 and the point of beginning; containing 32,650 square feet, more or less.

REMAINDER OF TAX KEY NO: 11-223-30-403-002: Beginning at the southwest corner of Block 38 of said subdivision; thence North 66.00 feet; thence S89°44'44"E 82.00 feet; thence South 66.00 feet; thence N89°44'44"W 82.00 feet to the southwest corner of said Block 38 and the point of beginning; containing 5,412 square feet, more or less.

Refer to a current title report for easements or restrictions which may affect the use of these sites that are not shown on the recorded subdivision plat.

J.K.R. SURVEYING, INC.
 8121 22ND AVENUE
 KENOSHA, WI 53143



I hereby certify that this property was surveyed under my direction and this plat is a true representation thereof.

[Signature]

Reg. Land Surveyor
 February 7, 2013

Plat of Survey for Lot Line Adjustment

BETWEEN TAX KEY NOS:

11-223-30-403-001 & -002

in SE1/4 Section 30-2-23

CITY OF KENOSHA
 KENOSHA COUNTY, WIS.

-for-

Steve F. Estes



ENGINEERING DIVISION
SHELLY BILLINGSLEY, P.E.
CITY ENGINEER

PARK DIVISION
JEFF WARNOCK
SUPERINTENDENT

FLEET MAINTENANCE
MAURO LENCI
SUPERINTENDENT

STREET DIVISION
JOHN H. PRIJIC
SUPERINTENDENT

WASTE DIVISION
ROCKY BEDNAR
SUPERINTENDENT

DEPARTMENT OF PUBLIC WORKS

MICHAEL M. LEMENS, P.E., DIRECTOR
SHELLY BILLINGSLEY, P.E., DEPUTY DIRECTOR

MUNICIPAL BUILDING · 625 - 52ND ST · RM 305 · KENOSHA, WI 53140
TELEPHONE (262) 653-4050 · FAX (262) 653-4056
EMAIL PUBLICWORKS@KENOSHA.ORG

March 12, 2014

To: Eric Haugaard, Chairman,
Public Works Committee

From: Shelly Billingsley, P.E. *Shelly Billingsley*
Deputy Director of Public Works/City Engineer

Subject: Acceptance of Project 12-1027 Epoxy Pavement Markings

Location: Citywide

Please be advised that the above referenced project has been satisfactorily completed by Century Fence Company, Waukesha, Wisconsin. This project consisted of placing epoxy pavement markings over existing markings at various locations throughout the City.

It is recommended that the project be accepted in the final amount of \$65,500. Original contract amount was \$65,500. This is a quantities and unit cost contract. Actual work will be adjusted to commensurate with available funding and will not exceed the budgeted amount. Funding was from CIP Line Items IN-09-002 and IN-93-002.

SAB/kjb

RESOLUTION NO. _____

BY: COMMITTEE ON PUBLIC WORKS

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

PROJECT #14-1208 SIDEWALK & CURB/GUTTER PROGRAM

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.

(Citywide Locations)

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 17th day of March, 2014.

APPROVED:

MAYOR
KEITH G. BOSMAN

ATTEST:

CITY CLERK/TREASURER
DEBRA L. SALAS



8

ENGINEERING DIVISION
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SHELLY BILLINGSLEY, P.E., DEPUTY DIRECTOR

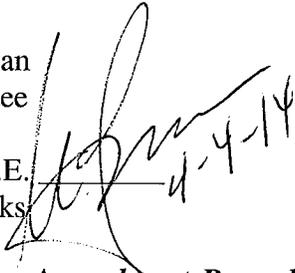
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April 4, 2014

To: Eric Haugaard, Chairman
Public Works Committee

From: Michael M. Lemens, P.E.
Director of Public Works

Subject: *Approval of City Policy Amendment Regarding Snow Removal on Paved Multi-use (bike/ped) Recreation Trails*



BACKGROUND/ANALYSIS

At the March 3, 2014 meeting of the Public Works Committee, staff presented the snow plow route maps for City-owned sidewalks and paved path snow removal operations. Since the last policy review, some paved recreation trails have been constructed along residential properties, and the burden of snow removal from the extra width of the recreation trail has been recognized as an extraordinary obligation for the abutting property owners when compared with a snow removal from a normal sidewalk. Based on the discussion from committee members, staff has added the sidewalk snow removal operations map to include paved multi-use recreation trails.

RECOMMENDATION

Approve amending the Public Works Department sidewalk snow removal operations to include paved multi-use (bike/ped) recreation trails.

mml

April 3, 2014

TO: Michael M. Lemens, P.E.
Director of Public Works

FROM: Shelly Billingsley, P.E. *Shelly Billingsley*
Deputy Director of Public Works / City Engineer

SUBJECT: Public Works Project Status Report

- Project # 08-1443 Bike and Pedestrian Connections** - Plans have begun but a major focus on bike paths has been to complete the Bike Path crossing at Washington Road and the extension through Nash Park. Once these projects have been bid, design will be completed on this third phase. (Citywide)
- Project #09-1121 - Forest Park Evaluation** – [Strand] Staff is meeting with consultant and working on final comments. (1)
- Project #10-1126 - Wetland Mitigation Bank** - [Wetlands and Waterways Consulting LLC] Monitoring wells have been installed on-site. Currently in the process of further field testing and observations. (16)
- Project #10-1131 - River Crossing Swale Restoration** – [Applied Ecological Services] Maintenance has been performed. (17)
- Project #11-1128 - Multi-Plate Pipe Storm Sewer Inspection and Evaluation** – [Ruekert-Mielke] Staff is working with consultant on recommendations. (2 and 7)
- Project #11-1125 - Pennoyer Beach Outfall Stormwater Infiltration Basin (GLRI Grant)** – Pending Legal. (1 and 6)
- Project #11-2013 - Harbor and Marina Dredging** – [Shoreline Builders] Waiting for close out documents (2).
- Project #12-1420 - Shagbark Trail Development** – [Western Contractors] Waiting for close out documents. (10)
- Project #12-1027 - Epoxy Pavement Markings** [Century Fence] Waiting for close out documents (City Wide)
- Project #12-1430 - Alford Park Warehouse Demolition** – [Earth Construction] Punchlist items remain. (1)
- Project #11-1025 - 122nd Avenue – 71st Street to 74th Street** – [AW Oakes] Final items remain. (Stormwater Utility funding also) (16)
- Project #13-1012 - Resurfacing I** – [Stark] Saw cutting, storm sewer, removals, curb & gutter and binder are complete on all roads. Pending approval of a change order extending the completion date for this project to June 12th, 2014, surface asphalt will be completed on all streets in the spring of 2014. [Lincoln Road intersection at 28th Avenue, Lincoln Road intersection at 22nd Avenue, 70th Street from 39th Avenue to 40th Avenue] (Stormwater Utility funding also) (13, 15)
- Project #13-1013 - CDBG Resurfacing** – [Stark] Saw cutting, storm sewer, removals, curb & gutter and pavement are complete on all roads. Restoration will be completed in the spring of 2014. [13th Court from Washington Road to 43rd Street, 41st Street from 22nd Avenue to 350 ft. east of 21st Avenue] (Stormwater Utility funding also) (6)
- Project #13-1016 Resurfacing III** – [Cicchini] Punch list items remain on 40th Street. [34th Ave from 86th Place to 88th Place, 44th Avenue Cul-de-Sac south of 87th Place, 87th Place Cul-de-Sac west of 42nd Avenue, 26th Avenue from 34th Street to 31st Street, 40th Street from Sheridan Road to 8th Avenue] (Stormwater Utility funding also) (1, 6, 9, 14)
- Project #13-1019 – Crackfilling** – [Fahrner] Work is complete, waiting for close out documents. (Citywide)
- Project #13-1024 – 60th Street Resurfacing – 39th Avenue to 30th Avenue** – [Cicchini] Punch list items remain. (Stormwater Utility funding also) (3, 11, 15)
- Project #13-1025 56th Street Resurfacing** – [Cicchini] Saw cutting, storm sewer, removals, curb & gutter and pavement are complete on the north side of 56th Street. The south side of the street will be resurfaced in the spring of 2014. The completion date for this project has been extended to June 12th, 2014. [56th Street from Sheridan Road to 13th Avenue] (Stormwater Utility funding also) (2)
- Project #13-1027 - Pavement Markings** – Work is complete, waiting for close out documents. (Citywide)
- Project #13-1208 - Sidewalk and Curb and Gutter** – [AW Oakes] Project is complete. Punch list items remain. (Stormwater Utility funding also) (Citywide)
- Project #13-1412 - Simmons Field** – [Camosy] Temporary occupancy has been issued. Camosy will complete work in the spring. (12)
- Project #14-1012 – Resurfacing Phase I** – Staff is evaluating roadways due to extreme weather this winter the focus will be on main arterials. (Citywide)
- Project #14-1015 – 39th Avenue – Washington Rd to 45th Street Resurfacing** – [Clark-Dietz] Consultant is currently working on design, plans, and specifications. (10)
- Project #14-1019 – Crackfilling** – Staff is evaluating roadways due to extreme weather this winter.
- Project #14-1208 – Sidewalk Repair Program** – Project is out for bid. Quantities have been met and Bid opening is April 16, 2014. (Stormwater Utility funding also) (Citywide)
- Project #14-2002 Overpass Painting** – Staff is completing specifications for this project.
- Project 14-1027 Pavement Markings** – Staff is completing specifications for this project. (Citywide)
- Project 14-1025 56th Street Phase II** – Staff is completing plans and specifications for the sidewalk and lighting upgrades. (2)
- Project #14-1209 Emergency Vehicle Preemption – Traffic Signals** – Staff is currently working on signal locations and proposal quantities. (Citywide)
- Design Work (Public Works)** – Staff is working on the following projects: Website Design, GPS Data Forms, 56th Street Phase II, Equipment Specifications, and SWU Projects and Parks Projects.