

**AGENDA
STORMWATER UTILITY
COMMITTEE**

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

***Patrick Juliana, Chairman
Scott N. Gordon, Vice Chairman
Steve Bostrom***

***Eric Haugaard
Jan Michalski
G. John Ruffolo***

Approval of minutes of regular meeting held on February 19, 2014.

1. Permanent Storm Sewer and Detention Pond Easement & Agreement By and Between First Park Kenosha Owners' Assn, Inc. and the City of Kenosha, Wisconsin. **(District 16)**
2. Stormwater Management Practices Maintenance Agreement for Stormwater Maintenance Facilities By and Between the City of Kenosha, Wisconsin and First Park Kenosha Owners' Assn, Inc. **(District 16)**
3. Permanent Storm Sewer Easement and Agreement By and Between FR-Kenosha, LLC and the City of Kenosha. **(District 16)**
4. Stormwater Management Practices Maintenance Agreement for Stormwater Maintenance Facilities between the City of Kenosha, Wisconsin and WAB Holdings 70, LLC. **(District 14)**
5. Permanent Storm Sewer and Detention Pond Easement & Agreement between WAB Holdings 70, LLC and the City of Kenosha, Wisconsin. **(District 14)**
6. Disbursements for the month of February 2014.

INFORMATIONAL: Project Status Report

CITIZENS COMMENTS RELATED ONLY TO JURISDICTION OF STORMWATER UTILITY COMMITTEE

ALDERMAN COMMENTS

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

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

STORMWATER UTILITY COMMITTEE
- MINUTES -

WEDNESDAY, FEBRUARY 19, 2014
5:30 P.M.

Patrick Juliana, Chairman
Scott N. Gordon, Vice Chairman
Steve Bostrom

Eric Haugaard
Jan Michalski
G. John Ruffolo

The regular meeting of the Stormwater Utility Committee was held on Wednesday, February 19, 2014 in Room 202 of the Municipal Building. The following members were present: Acting Chairman Scott N. Gordon, Aldermen Steve Bostrom, Eric Haugaard, and Jan Michalski. Alderman G. John Ruffolo arrived during informational items. The meeting was called to order at 6:09pm. Staff members in attendance were Mike Lemens and Cathy Austin.

- A-1 Approval of minutes of regular meeting held on February 3, 2014.
*It was moved by Alderman Michalski, seconded by Alderman Haugaard to approve.
Motion passed 4-0.*
- B-1 Award of Contract for Project 12-1421 Simmons Island Boardwalk Phase IA Development (5001 4th Avenue) to H & H Civil Construction (Collins, Wisconsin) in the amount of \$537,500. (\$195,000 Stormwater Funds) **(District 2)** *(Park Commission approved 3-0) (also referred to Public Works Committee) (deferred from the February 3, 2014 meeting)*
*It was moved by Alderman Michalski, seconded by Alderman Haugaard to approve.
Motion passed 4-0.*
- C-1 Disbursements for the month of January 2014.
*It was moved by Alderman Michalski, seconded by Alderman Haugaard to approve.
Motion passed 4-0.*

INFORMATIONAL:

1. Kenosha Expo – UW Parkside March 8 & 9, 2014 10am – 4pm
2. Project Status Report – Mike Lemens advised the committee that the Engineering Division has partnered with Quest, as Water Utility has done, to make plans and specifications available online so contractors can obtain them electronically.

ADJOURNMENT: There being no further business to come before the Stormwater Utility Committee, it was moved, seconded and unanimously approved to adjourn the meeting at 6:14pm.



ENGINEERING DIVISION
SHELLY BILLINGSLEY, P.E.
CITY ENGINEER
CATHY AUSTIN, P.E.
ASSISTANT CITY ENGINEER
BILL KNUITSEN
SOIL EROSION SPECIALIST

STREET DIVISION
JOHN H. PRIJIC
SUPERINTENDENT

DEPARTMENT OF STORMWATER UTILITY

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 SWU@KENOSHA.ORG

March 12, 2014

To: Patrick A. Juliana, Chairman
Stormwater Utility Committee

From: Shelly Billingsley *Shelly Billingsley*
Deputy Director of Public Works/City Engineer

Subject: Permanent Storm Sewer Easement and Agreement By and Between FR- Kenosha, LLC
and the City of Kenosha.

BACKGROUND/ANALYSIS

This item was referred from the City Attorney's office. Staff has reviewed the agreement and has no objections.

RECOMMENDATION

Staff recommends approval.

SAB/kjb

PERMANENT STORM SEWER AND
DETENTION POND EASEMENT & AGREEMENT
BY AND BETWEEN FIRST PARK KENOSHA
OWNERS' ASSN, INC. 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

08-222-33-201-033

Parcel Identification Number

PERMANENT STORM SEWER AND DETENTION POND
EASEMENT & AGREEMENT

By and Between

FIRST PARK KENOSHA OWNERS' ASSN, INC.
A Wisconsin Non-Stock Corporation

And

THE CITY OF KENOSHA
A Wisconsin Municipal Corporation

This Permanent Storm Sewer and Detention Pond Easement and Agreement (this "Easement and Agreement") made by and between FIRST PARK KENOSHA OWNERS' ASSN, INC., a Wisconsin non-stock corporation as "Grantor" and the City of Kenosha, a municipal corporation duly organized and existing under the laws of the State of Wisconsin as "Grantee".

Grantor is the owner of real estate legally described on Exhibit A 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 on Exhibit B, and as shown on Exhibit C, both attached hereto and by this reference incorporated herein ("the Easement Area") to install, construct, expand, reconstruct, repair, remove, replace, inspect, maintain and operate storm sewer, stormwater ponds and appurtenances as described in the plans approved as part of the Common Council of the City of Kenosha's approval of the conditional use permit involving the Real Estate on December 16, 2013 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, cut or trim trees, shrubs, bushes, plants, undergrowth, fences or any 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 Common Council of the City of Kenosha's approval of the conditional use permit on December 16, 2013, no permanent structure, landscaping or paving shall be erected or placed over or upon the Easement 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 Real Estate by Grantor are subject to removal by Grantee.

For the purpose of performing Permitted Work, Grantee shall have the right upon reasonable notice to

Grantor, except in the case of emergency in which event Grantee shall provide notice to Grantor as Grantee is reasonably able to provide under the circumstances, 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, Grantee shall restore the Real Estate 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 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

EXHIBIT A

DESCRIPTION OF PROPERTY

The "Lot 3 Property" shall be defined as follows:

LOT 3 of Certified Survey Map No. 2604, recorded on November 15, 2007, as Document No.1539937, as corrected by Affidavit of Correction recorded on January 3, 2008, as Document No.1543684, being a part of the Northwest 1/4 of Section 33, Town 2 North, Range 22 East, in the City of Kenosha, County of Kenosha, State of Wisconsin.

LESS AND EXCEPT:

A part of Lot 3 of Certified Survey Map No. 2604 being located in the Northwest 1/4 of Section 33, Township 2 North, Range 22 East, in the City of Kenosha, Kenosha County, Wisconsin. Bounded and described as follows: Beginning at the Southeast corner of Lot 1 of Certified Survey Map No. 2604; thence North 00°37'53" East along the East line of said Lot 1 a distance of 808.96 feet to a point; thence South 44°22'07" East a distance of 10.60 feet to a point; thence South 00°37'53" West 801.34 feet to a point on the South line of Lot 3 of Certified Survey Map No. 2604; thence South 89°38'48" West along said South line 7.50 feet to the point of beginning.

Parcel Identification Number: 08-222-33-201-033

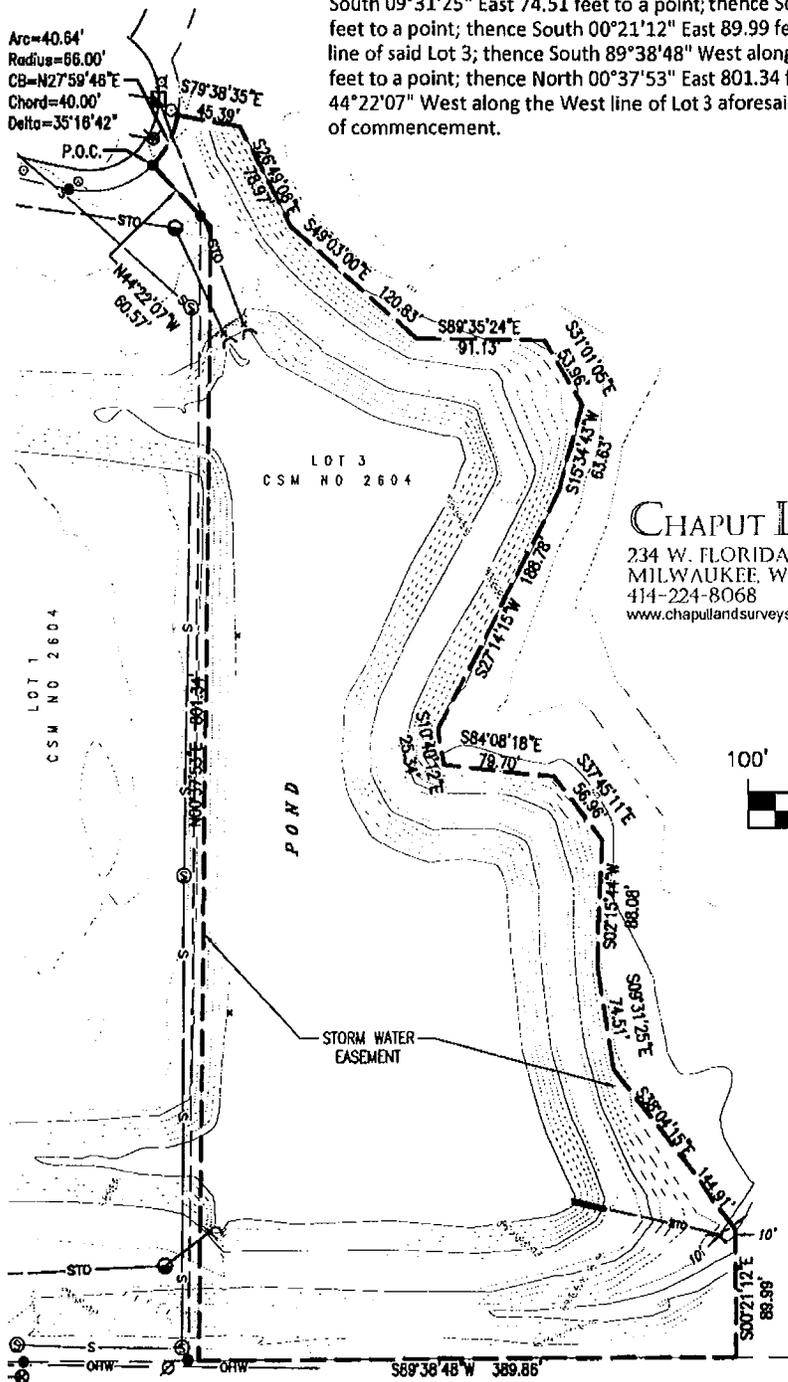
EASEMENT EXHIBIT

SITE ADDRESS

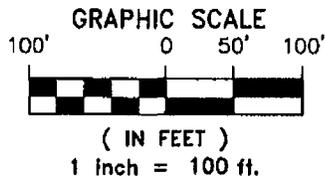
C.T.H. H (88th Avenue) and Hwy 158 (52nd Street), City of Kenosha, Kenosha County, Wisconsin.

LEGAL DESCRIPTION

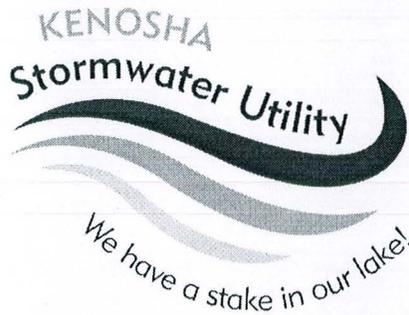
Part of Lot 3 of Certified Survey Map No. 2604 in the Northwest ¼ of Section 33, Township 2 North, Range 22 East, in the City of Kenosha, Kenosha County, Wisconsin, bounded and described as follows: Commencing at the Westerly most corner of said Lot 3 also being the Northeast corner of Lot 1 of said Certified Survey Map; thence Northerly along the East line of 50th Street 40.64 feet along the arc of a curve with a radius of 66.00 feet whose center lies to the West with a chord of North 27°59'46" East 40.00 feet; thence South 79°38'35" East 45.39 feet to a point; thence South 26°49'08" East 78.97 feet to a point; thence South 49°03'00" East 120.83 feet to a point; thence South 89°35'24" East 91.13 feet to a point; thence South 31°01'05" East 53.96 feet to a point; thence South 15°34'43" West 63.63 feet to a point; thence South 27°14'15" West 188.78 feet to a point; thence South 10°40'12" East 25.34 feet to a point; thence South 84°08'18" East 79.70 feet to a point; thence South 37°45'11" East 56.96 feet to a point; thence South 02°15'44" West 88.08 feet to a point; thence South 09°31'25" East 74.51 feet to a point; thence South 38°04'15" East 144.91 feet to a point; thence South 00°21'12" East 89.99 feet to a point on the South line of said Lot 3; thence South 89°38'48" West along said South line 389.86 feet to a point; thence North 00°37'53" East 801.34 feet; thence North 44°22'07" West along the West line of Lot 3 aforesaid 60.57 feet to the point of commencement.



CHAPUT LAND SURVEYS LLC
 234 W. FLORIDA STREET
 MILWAUKEE, WI 53204 Drawing No. 1609-tjn
 414-224-8068
 www.chaputlandsurveys.com Date: February 26, 2014



S. T. H. 158 (52ND STREET)



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ENGINEERING DIVISION
SHELLY BILLINGSLEY, P.E.
CITY ENGINEER
CATHY AUSTIN, P.E.
ASSISTANT CITY ENGINEER
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SOIL EROSION SPECIALIST

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DEPARTMENT OF STORMWATER UTILITY

MICHAEL M. LEMENS, P.E., DIRECTOR
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EMAIL SWU@KENOSHA.ORG

March 12, 2014

To: Patrick A. Juliana, Chairman
Stormwater Utility Committee

From: Shelly Billingsley 
Deputy Director of Public Works/City Engineer

Subject: Stormwater Management Practices Maintenance Agreement for Stormwater Maintenance Facilities By and Between the City of Kenosha, Wisconsin and First Park Kenosha Owners' Assn, Inc.

BACKGROUND/ANALYSIS

This item was referred from the City Attorney's office. Staff has reviewed the agreement and has no objections.

RECOMMENDATION

Staff recommends approval.

SAB/kjb

STORMWATER MANAGEMENT PRACTICES
MAINTENANCE AGREEMENT FOR
STORMWATER MAINTENANCE FACILITIES
BY AND BETWEEN THE CITY OF KENOSHA,
WISCONSIN AND FIRST PARK KENOSHA
OWNERS' ASSN, INC.

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

08-222-33-201-033

Parcel Identification Numbers

STORMWATER MANAGEMENT PRACTICES
MAINTENANCE AGREEMENT FOR STORMWATER
MAINTENANCE FACILITIES

By And Between

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

And

FIRST PARK KENOSHA OWNERS' ASSN, INC.,
a Wisconsin Non-Stock Corporation

THIS AGREEMENT, made and entered into by and between the CITY OF KENOSHA, WISCONSIN, a Wisconsin municipal corporation, hereinafter referred to as "CITY and FIRST PARK KENOSHA OWNERS' ASSN, INC. a Wisconsin non-stock corporation, hereinafter referred to as "OWNER".

WITNESSETH:

WHEREAS First Park Kenosha Owners' Assn, Inc. is the owner of real estate legally described on Exhibit A as the "Lot 3 Property" 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 on-site storm water facilities, hereinafter referred to as "Stormwater Management Facilities" be designed, constructed and maintained on the REAL ESTATE 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 and this Agreement; and

WHEREAS, the CITY requires that on-site 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 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 on the REAL ESTATE 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 B, and by this reference made a part hereof, shall be used for the purpose of the regular inspections of the Stormwater Management Facilities on the REAL ESTATE. The OWNER, and the OWNER'S successors and assigns, 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 Facilities on the REAL ESTATE. The inspections shall cover all Stormwater Management Facilities on the REAL ESTATE, 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 the Stormwater Management Facilities on the REAL ESTATE, 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 C, 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, the Conditional Use Permit 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 on the REAL ESTATE in good working condition such that the Stormwater Management Facilities on the REAL ESTATE 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 specially assessed against the REAL ESTATE pursuant to Section 66.0703, 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 on the REAL ESTATE, 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 on the REAL ESTATE 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 C which may be amended from time to time.

6. In the event the 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, the CITY assumes no responsibility or any liability in the event the Stormwater Management Facilities on the REAL ESTATE fail to operate properly.

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 on the REAL ESTATE, 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 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 on the REAL ESTATE.

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 by overnight delivery service, addressed to the respective parties at the addresses stated below.

a. OWNER:

FIRST PARK KENOSHA OWNERS' ASSN, INC.

With a copy to:

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

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.

Signature pages follow

EXHIBIT A

DESCRIPTION OF PROPERTY

The "Lot 3 Property" shall be defined as follows:

LOT 3 of Certified Survey Map No. 2604, recorded on November 15, 2007, as Document No. 1539937, as corrected by Affidavit of Correction recorded on January 3, 2008, as Document No. 1543684, being a part of the Northwest 1/4 of Section 33, Town 2 North, Range 22 East, in the City of Kenosha, County of Kenosha, State of Wisconsin.

LESS AND EXCEPT:

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Parcel Identification Number: 08-222-33-201-033

Exhibit B Operation and Maintenance Report

Owner: _____	Phone No.: _____
Parcel No. _____	Address: _____
City: _____	State: _____
Zip: _____	Contact Name: _____

Date of Inspection (mm/dd/yy): _____ Inspection 6 Month
 Other _____

Time of Inspection Start: _____ End: _____ Name of Individual Performing Inspection (please print): _____

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 C

Storm Water Maintenance Standards – Reference Only

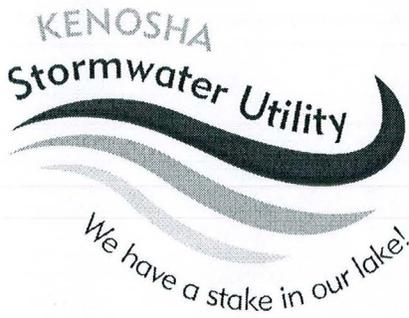
1. Greenspace: Vegetation shall be maintained to prevent erosion caused by stormwater runoff. An inspection shall be made at least every 6 months. If vegetation is no longer in good condition it shall be replanted.
2. Curb & Gutter: All curb and gutter shall be inspected every 6 months. This inspection 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 the original plan elevation.



ENGINEERING DIVISION
SHELLY BILLINGSLEY, P.E.
CITY ENGINEER
CATHY AUSTIN, P.E.
ASSISTANT CITY ENGINEER
BILL KNUITSEN
SOIL EROSION SPECIALIST

STREET DIVISION
JOHN H. PRIJIC
SUPERINTENDENT

DEPARTMENT OF STORMWATER UTILITY

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 SWU@KENOSHA.ORG

March 12, 2014

To: Patrick A. Juliana, Chairman
Stormwater Utility Committee

From: Shelly Billingsley *Shelly Billingsley*
Deputy Director of Public Works/City Engineer

Subject: Permanent Storm Sewer and Detention Pond Easement & Agreement By and
Between First Park Kenosha Owners' Assn, Inc. and the City of Kenosha, Wisconsin.

BACKGROUND/ANALYSIS

This item was referred from the City Attorney's office. Staff has reviewed the agreement and has no objections.

RECOMMENDATION

Staff recommends approval.

SAB/kjb

PERMANENT STORM SEWER
EASEMENT & AGREEMENT BY AND BETWEEN
FR-KENOSHA, 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

08-222-33-201-031

Parcel Identification Number

PERMANENT STORM SEWER
EASEMENT & AGREEMENT

By and Between

FR-KENOSHA, LLC
A Delaware Limited Liability Company

And

THE CITY OF KENOSHA
A Wisconsin Municipal Corporation

This Permanent Storm Sewer Easement and Agreement (this "Easement and Agreement") made by and between FR-KENOSHA, LLC, a Delaware limited liability company as "Grantor" and the City of Kenosha, a municipal corporation duly organized and existing under the laws of the State of Wisconsin as "Grantee".

Grantor is the owner of real estate legally described on Exhibit A 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 B attached hereto and by this reference incorporated herein ("the Easement Area") to install, construct, expand, reconstruct, repair, remove, replace, inspect, maintain and operate storm sewer and appurtenances as described in the plans approved as part of the Common Council of the City of Kenosha's approval of the conditional use permit involving the Real Estate on December 16, 2013 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, cut or trim trees, shrubs, bushes, plants, undergrowth, fences, pavement or any other structures and obstructions interfering with the Permitted Work. Grantor will not deposit any debris within the Easement Area.

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 Common Council of the City of Kenosha's approval of the conditional use permit on December 16, 2013, 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 upon reasonable notice to Grantor, except in the case of emergency in which event Grantee shall provide notice to Grantor as Grantee is reasonably able to provide under the circumstances, to enter and pass over and use the Real Estate in or-

der to use the Easement Area 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 with the Easement Area and surrounding property to the condition prior to such Permitted Work, if required.

This Easement and Agreement shall run with the land and be binding upon the 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

GRANTEE:

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: _____

DRAFTED BY:
Jonathan A. Mulligan
Assistant City Attorney
City of Kenosha
625 52nd Street, Room 201
Kenosha, Wisconsin 53140

EXHIBIT A

DESCRIPTION OF PROPERTY

The "Lot 1 Property" shall be defined as follows:

LOT 1 of Certified Survey Map No. 2604, recorded on November 15, 2007, as Document No. 1539937, as corrected by Affidavit of Correction recorded on January 3, 2008, as Document No. 1543684, being a part of the Northwest 1/4 of Section 33, Town 2 North, Range 22 East, in the City of Kenosha, County of Kenosha, State of Wisconsin.

TOGETHER WITH:

A part of Lot 3 of Certified Survey Map No. 2604 being located in the Northwest 1/4 of Section 33, Township 2 North, Range 22 East, in the City of Kenosha, Kenosha County, Wisconsin described as follows: Beginning at the Southeast Corner of Lot 1 of Certified Survey Map No. 2604; thence North 00°37'35" East along the East line of said Lot 1 a distance of 808.96 feet to a point; thence South 44°22'07" East a distance of 10.61 feet to a point; thence South 00°37'35" West 801.27 feet to a point on the South line of Lot 3 of Certified Survey Map No. 2604; thence South 89°38'48" West along said South line 7.50 feet to the point of beginning.

Parcel Identification Number: 08-222-33-201-031

EXHIBIT B

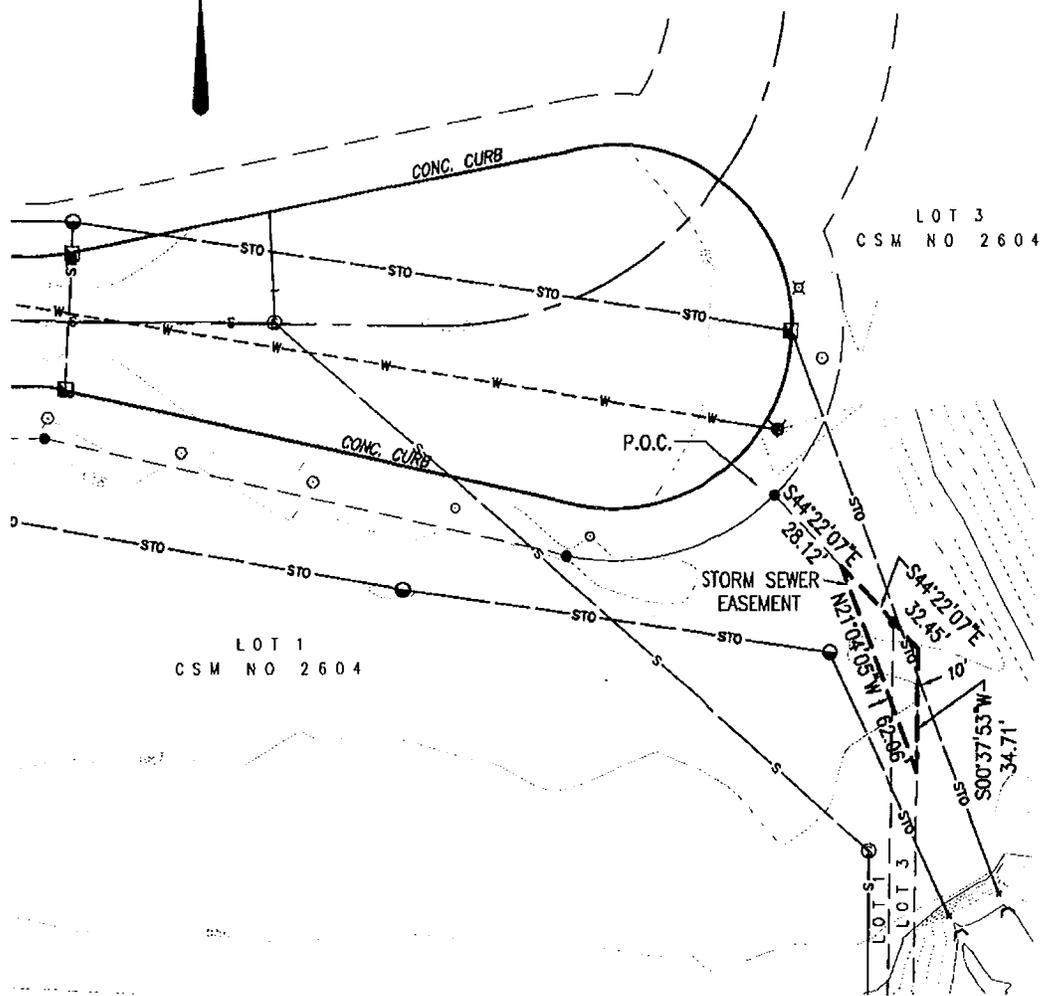
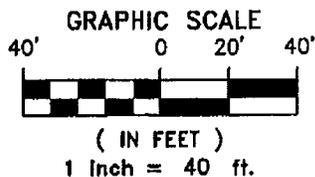
EASEMENT EXHIBIT

SITE ADDRESS

C.T.H. H (88th Avenue) and Hwy 158 (52nd Street), City of Kenosha, Kenosha County, Wisconsin.

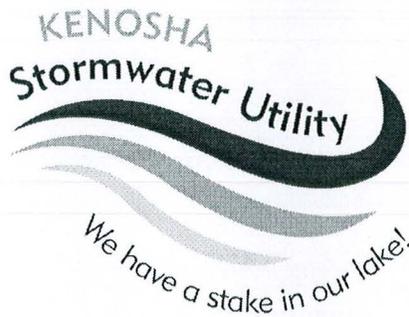
LEGAL DESCRIPTION

Part of Lot 1 and part of Lot 3 of Certified Survey Map No. 2604 in the Northwest ¼ of Section 33, Township 2 North, Range 22 East, in the City of Kenosha, Kenosha County, Wisconsin, bounded and described as follows: Commencing at the Northeast corner of Lot 1 of said Certified Survey Map; thence South 44°22'07" East along the East line of said Lot 1 28.12 feet to the point of beginning of lands hereinafter described; thence continuing South 44°22'07" East along said East line 32.45 feet to a point; thence South 00°37'53" West along said East line 34.71 feet to a point; thence North 21°04'05" West 62.06 feet to the point of beginning.



CHAPUT LAND SURVEYS LLC
234 W. FLORIDA STREET
MILWAUKEE, WI 53204 Drawing No. 1609-tjn
414-224-8068 Date: February 25, 2014
www.chaputlandsurveys.com

1:5,000, 1/8"=1'-0", 1/4"=1'-0", 1/2"=1'-0", 3/4"=1'-0", 1"=1'-0"



ENGINEERING DIVISION
SHELLY BILLINGSLEY, P.E.
CITY ENGINEER
CATHY AUSTIN, P.E.
ASSISTANT CITY ENGINEER
BILL KNUITSEN
SOIL EROSION SPECIALIST

STREET DIVISION
JOHN H. PRIJIC
SUPERINTENDENT

DEPARTMENT OF STORMWATER UTILITY

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 SWU@KENOSHA.ORG

April 2, 2014

To: Patrick A. Juliana, Chairman
Stormwater Utility Committee

From: Shelly Billingsley *Shelly Billingsley*
Deputy Director of Public Works/City Engineer

Subject: Stormwater Management Practices Maintenance Agreement for Stormwater Maintenance Facilities Between the City of Kenosha, Wisconsin and WAB Holdings 70, LLC.

BACKGROUND/ANALYSIS

This item is part of the Development Agreement with WAB Holdings 70, LLC. Staff has reviewed the agreement and has no objections.

RECOMMENDATION

Staff recommends approval.

SAB/kjb

**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 Numbers

**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: _____

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.

Drafted By:

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

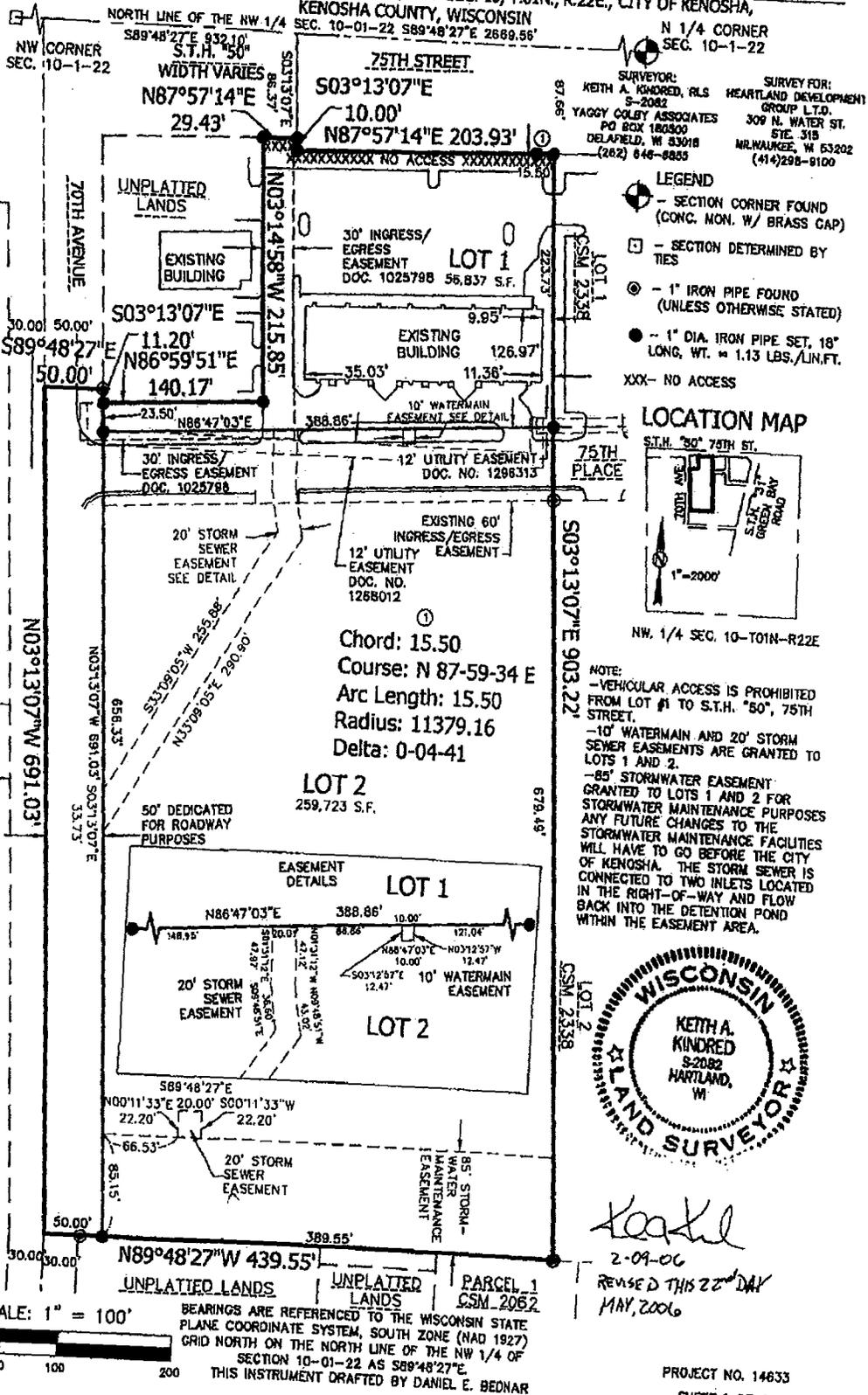
EXHIBIT A

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 ¼ of the Northwest ¼ 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.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

Keake
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. Anturaniemi, 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:

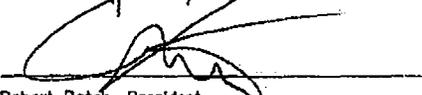
Heartland Development Group L.T.D., a corporation duly organized and existing under and by virtue of the laws of the State of Wisconsin, as owner, does hereby certify that said corporation caused the land described on this plat to be surveyed, divided, mapped and dedicated as represented on this plat.

Heartland Development Group L.T.D. does further certify that this plat is required by S238.10 or S238.12 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

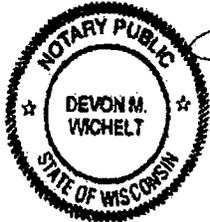
In Presence of:


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.

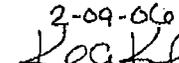



Notary Public

Milwaukee County, Wisconsin

My Commission Expires 2/14/2010



2-09-06

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, HINSDALE Illinois



My commission expires 10/26/2007



Keak
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

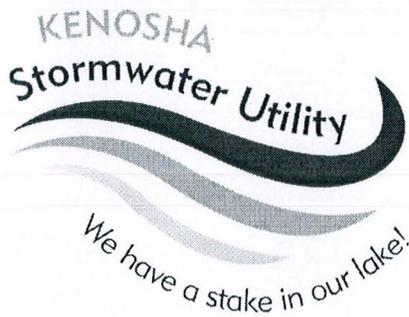
Storm Water Maintenance Standards – Reference Only

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.



ENGINEERING DIVISION
SHELLY BILLINGSLEY, P.E.
CITY ENGINEER
CATHY AUSTIN, P.E.
ASSISTANT CITY ENGINEER
BILL KNUTSEN
SOIL EROSION SPECIALIST

STREET DIVISION
JOHN H. PRIJIC
SUPERINTENDENT

DEPARTMENT OF STORMWATER UTILITY
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 SWU@KENOSHA.ORG

April 2, 2014

To: Patrick A. Juliana, Chairman
Stormwater Utility Committee

From: Shelly Billingsley *Shelly Billingsley*
Deputy Director of Public Works/City Engineer

Subject: Permanent Storm Sewer and Detention Pond Easement & Agreement Between WAB Holdings 70, LLC and the City of Kenosha, Wisconsin.

BACKGROUND/ANALYSIS

This item is part of the Development Agreement with WAB Holdings 70, LLC. Staff has reviewed the agreement and has no objections.

RECOMMENDATION

Staff recommends approval.

SAB/kjb

**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: _____

GRANTEE:

**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: _____

**DRAFTED BY:
Jonathan A. Mulligan
Assistant City Attorney
City of Kenosha
625 52nd Street, Room 201
Kenosha, Wisconsin 53140**

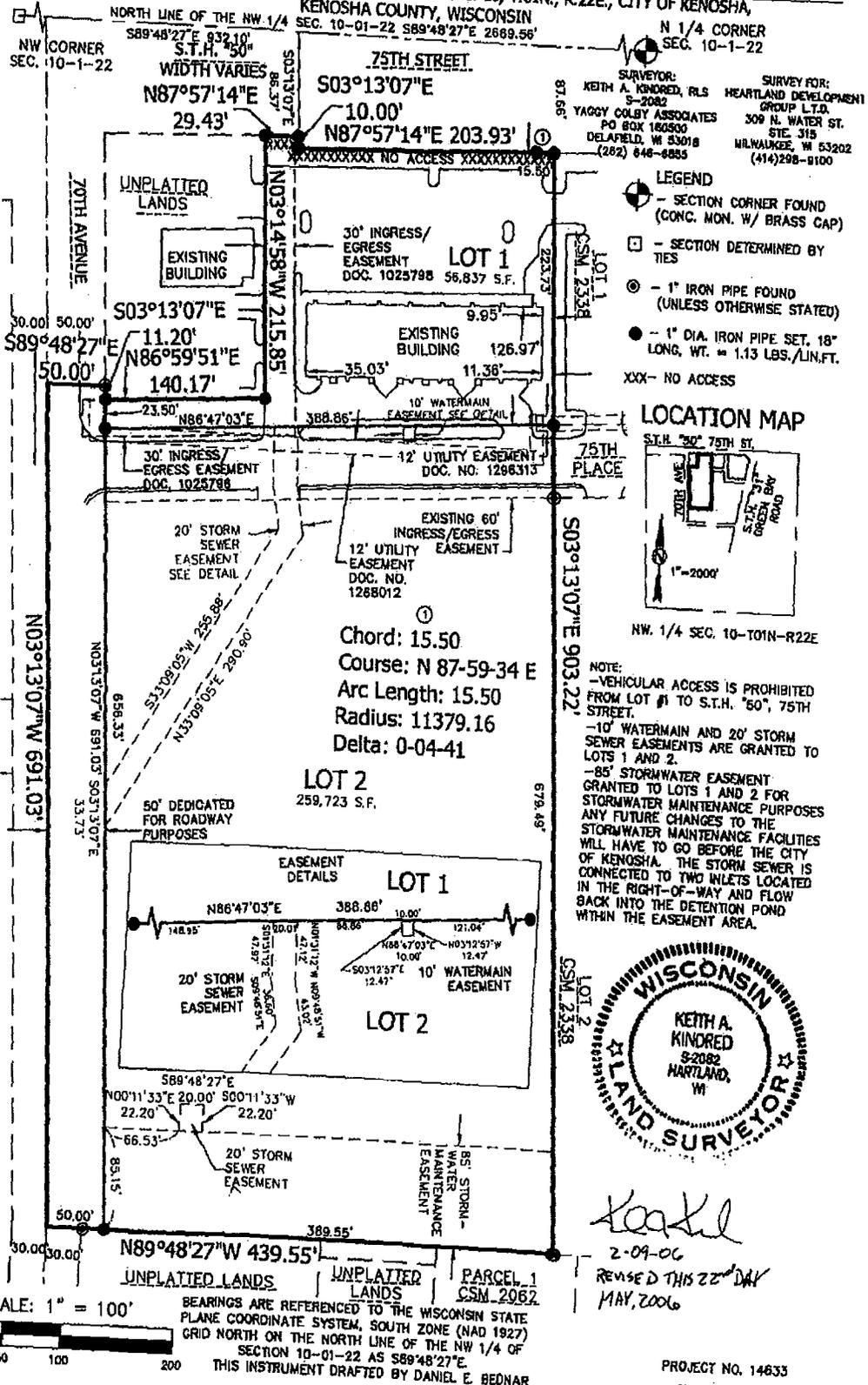
EXHIBIT A

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 ¼ of the Northwest ¼ of Section 10, Town 1 North, Range 22 East, City of Kenosha, Kenosha County, Wisconsin.

CERTIFIED SURVEY MAP NO. 2527

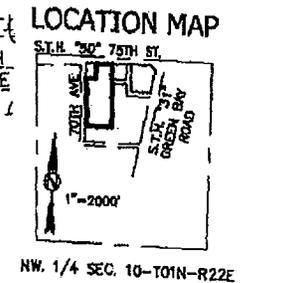
BEING A PART OF THE NW 1/4 OF THE NW 1/4 OF SEC. 10, T.01N., R.22E., CITY OF KENOSHA, WISCONSIN



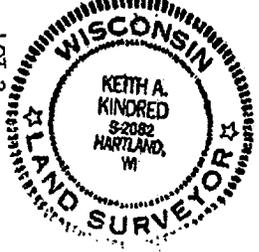
SURVEYOR:
 KEITH A. KINDRED, RLS
 3-2082
 YAGGY COLBY ASSOCIATES
 PO BOX 180900
 DELAWARE, WI 53018
 (262) 648-8885

SURVEY FOR:
 HEARTLAND DEVELOPMENT
 GROUP L.T.D.
 309 N. WATER ST.
 STE. 318
 MILWAUKEE, WI 53202
 (414)298-8100

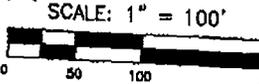
- LEGEND**
- - SECTION CORNER FOUND (CONC. MON. W/ BRASS CAP)
 - - SECTION DETERMINED BY TIES
 - ⊙ - 1" IRON PIPE FOUND (UNLESS OTHERWISE STATED)
 - - 1" DIA. IRON PIPE SET. 18" LONG. WT. = 1.13 LBS./LIN.FT.
 - XXX - NO ACCESS



NOTE:
 -VEHICULAR ACCESS IS PROHIBITED FROM LOT #1 TO S.T.H. 50', 75TH STREET.
 -10' WATERMAIN AND 20' STORM SEWER EASEMENTS ARE GRANTED TO LOTS 1 AND 2.
 -85' STORMWATER EASEMENT GRANTED TO LOTS 1 AND 2 FOR STORMWATER MAINTENANCE PURPOSES. ANY FUTURE CHANGES TO THE STORMWATER MAINTENANCE FACILITIES WILL HAVE TO GO BEFORE THE CITY OF KENOSHA. THE STORM SEWER IS CONNECTED TO TWO INLETS LOCATED IN THE RIGHT-OF-WAY AND FLOW BACK INTO THE DETENTION POND WITHIN THE EASEMENT AREA.



Keith
 2-09-06
 REVISED THIS 22ND DAY
 MAY, 2006



BEARINGS ARE REFERENCED TO THE WISCONSIN STATE PLANE COORDINATE SYSTEM, SOUTH ZONE (NAD 1927) GRID NORTH ON THE NORTH LINE OF THE NW 1/4 OF SECTION 10-01-22 AS S89°48'27"E
 THIS INSTRUMENT DRAFTED BY DANIEL E. BEDNAR



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. Antoniumi, 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:

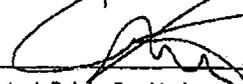
Heartland Development Group L.T.D., a corporation duly organized and existing under and by virtue of the laws of the State of Wisconsin, as owner, does hereby certify that said corporation caused the land described on this plat to be surveyed, divided, mapped and dedicated as represented on this plat.

Heartland Development Group L.T.D. does further certify that this plat is required by S238.10 or S238.12 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:

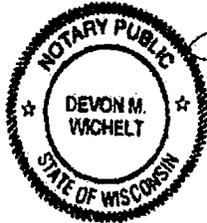


Robert Patch, President

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
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 Weich, 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 Weich</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 WEICH, 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

DESCRIPTION OF A STORM WATER DRAINAGE, ACCESS AND MAINTENANCE EASEMENT :

That part of Lot 2 of Certified Survey Map No. 2527 recorded as Document No. 1482509 in the Office of the Register of Deeds for Kenosha County and being part of the Northwest ¼ of Section 10, Township 1 North, Range 22 East, in the City of Kenosha, Kenosha County, Wisconsin, bounded as follows: Begin at a point on the North line of 75th Place located N86°47'03"E 148.95 feet from the Northwest corner of said Lot 2; continue thence N86°47'03"E 20.01 feet along said North line; thence S01°31'12"E 46.13 feet; thence S30°41'41"E 82.79 feet; thence S03°13'25"E 352.49 feet; thence N86°46'35"E 59.96 feet; thence S03°11'25"E 120.27 feet; thence N86°50'37"E 123.14 feet to the East line of said Lot 2; thence S03°13'07"E 87.05 feet along said East line to the Southeast corner of said Lot 2; thence N89°48'27"W 389.55 feet along the South line of said Lot 2 to the Southwest corner of said Lot 2; thence N03°13'07"W 77.25 feet along the West line of said Lot 2; 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



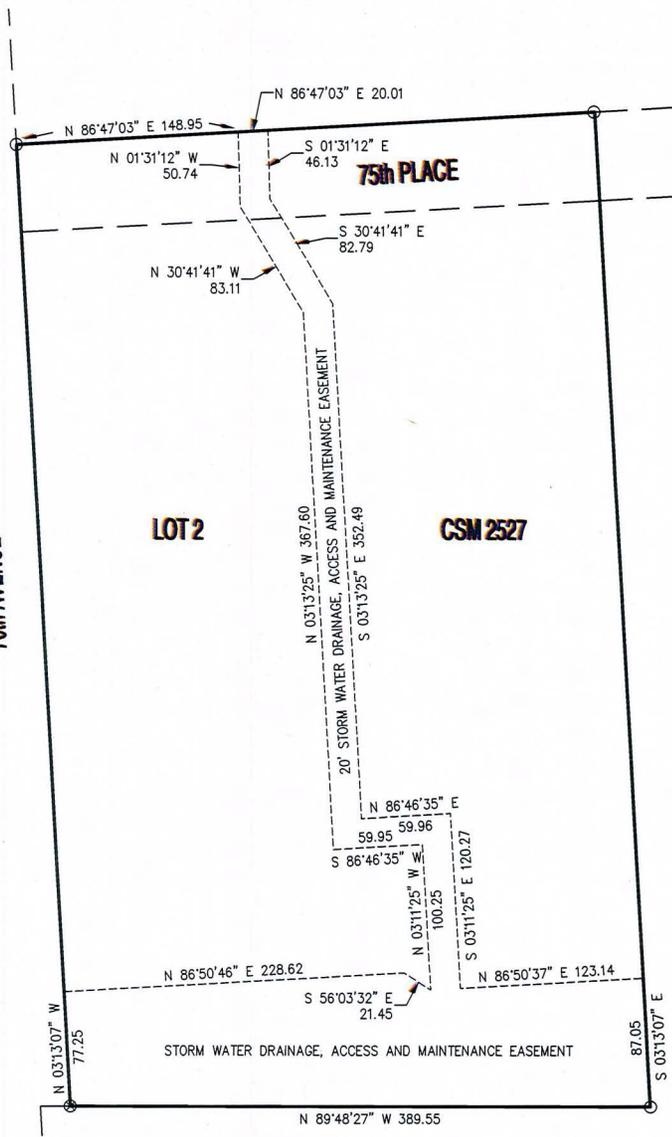
Nielsen Madsen & Barber S.C.
Civil Engineers and Land Surveyors

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

70th AVENUE

LOT 2

CSM 2527



Scale: 1" = 80'
Drawn By: SCB
DATE: 9-26-2013
2013.0055.01
Storm Water Easement Exhibit
SAGEWOOD APARTMENTS
Kenosha, Wisconsin



6

ENGINEERING DIVISION
SHELLY BILLINGSLEY, P.E.
CITY ENGINEER
CATHY AUSTIN, P.E.
ASSISTANT CITY ENGINEER
BILL KNUTSEN
SOIL EROSION SPECIALIST

STREET DIVISION
JOHN H. PRIJIC
SUPERINTENDENT

DEPARTMENT OF STORMWATER UTILITY
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 SWU@KENOSHA.ORG

March 12, 2014

To: Patrick A. Juliana, Chairman
Stormwater Utility Committee

From: Shelly Billingsley 
Deputy Director of Public Works/City Engineer

Subject: February 2014 Stormwater Utility Disbursements

BACKGROUND/ANALYSIS

The Finance Department has prepared the monthly stormwater utility disbursements for February 2014.

RECOMMENDATION

Staff recommends the committee receive and file.

SAB/kjb

START DATE FOR SUMMARY: 2/01/14 END DATE FOR SUMMARY: 2/28/14

CHECK #	CHECK DATE	VENDOR NAME	ACCOUNT	DESCRIPTION	AMOUNT
135795	2/12	OFFICEMAX	501-09-50103-362-000	DUAL MONITOR STAND	332.00
135804	2/12	MANDLIK & RHODES	501-09-50102-219-000	01/14 YW COUPON PRG	2,805.95
135807	2/12	VERIZON WIRELESS	501-09-50106-226-000	01/14 SW-DATA PLAN	80.02
			501-09-50103-226-000	01/14 SW-DATA PLAN	80.02
			501-09-50103-226-000	01/14 SW-SERV/AIRTM	57.58
			501-09-50101-226-000	01/14 CELL SERVICE	31.88
				..... TOTAL	249.50
135826	2/14	ACE HARDWARE	501-09-50104-361-000	01/14 SW MERCHANDISE	3.99
135837	2/14	MINNESOTA LIFE INSURANCE	501-09-50101-156-000	03/14 PREMIUM	24.38
			501-09-50103-156-000	03/14 PREMIUM	3.50
				..... TOTAL	27.88
135843	2/14	KENOSHA WATER UTILITY	501-09-50105-259-000	1-6/14 DIGGERS HTLN	1,494.40
			501-09-50105-259-000	7-12/13 DIGGERS CR	269.20CR
				..... TOTAL	1,225.20
135859	2/14	MANDLIK & RHODES	501-09-50102-219-000	01/14 ADMIN FEE	350.00
135864	2/14	US CELLULAR	501-09-50103-226-000	01/14 SW-CELL AIRTM	13.62
			501-09-50106-226-000	01/14 SW-CELL AIRTM	1.63
				..... TOTAL	15.25
135918	2/19	BUMPER TO BUMPER	501-09-50104-344-000	01/14 SW PARTS, MATE	38.58
135928	2/19	WISCONSIN FUEL & HEATING	501-09-50105-387-000	01/14 ST LUBRICANTS/	137.25
135939	2/19	LINCOLN CONTRACTORS SUPPLY	501-09-50105-385-000	12/13-SW TOOLS/SUPPL	99.00
135943	2/19	MANDLIK & RHODES	501-09-50102-219-000	02/14 YW COUPON PRG	1,038.91
135944	2/19	LEE PLUMBING, INC.	501-09-50105-241-000	01/14-SW HVAC, PLUMB	381.32
135964	2/19	MENARDS (KENOSHA)	501-09-50105-361-000	01/14-SW MERCHANDISE	20.63
136019	2/21	VAN'S GAS SERVICE INC	501-09-50105-355-000	01/14 SW PROPANE GAS	16.00

START DATE FOR SUMMARY: 2/01/14 END DATE FOR SUMMARY: 2/28/14

CHECK #	CHECK DATE	VENDOR NAME	ACCOUNT	DESCRIPTION	AMOUNT
135616	2/05	COMSYS, INCORPORATED	501-09-50101-215-000	2/8-3/7/14 SERVICES	9,896.40
135617	2/05	HWY C SERVICE	501-09-50106-344-000	01/14-PA SERVICE/PAR	9.58
135625	2/05	CRETEX MATERIALS INC	501-09-50105-354-000	01/14 SW TORPEDO SAN	571.47
135632	2/05	HOLLAND SUPPLY, INC.	501-09-50104-344-000	01/14-ST HYDRAULIC F	10.40
135636	2/05	MANDLIK & RHODES	501-09-50102-219-000	01/14 WASTE COUPON	758.25
			501-09-50102-219-000	01/14 WASTE COUPON	417.87
			501-09-50102-219-000	12/13 YW PRG ADMIN	350.00
			501-09-50102-219-000	01/14 WASTE COUPON	271.20
			501-09-50102-219-000	01/14 WASTE COUPON	67.32
				..... TOTAL	1,864.64
135654	2/05	MENARDS (KENOSHA)	501-09-50105-344-000	01/14-SW MERCHANDISE	32.49
135685	2/07	A & R DOOR SERVICE	501-09-50105-246-000	1/14 SW-DOOR REPAIRS	95.25
			501-09-50105-246-000	1/14 SW-DOOR REPAIRS	85.00
				..... TOTAL	180.25
135688	2/07	KENOSHA AREA CHAMBER	501-09-50101-264-000	2014 EXPO - FEE	250.00
135714	2/07	QUALITY MUDJACKING SERVICE	501-09-50105-219-000	2013 MUDJACKING	4,500.00
135720	2/07	STATE OF WI DSPS	501-09-50103-264-000	KUHLMEY CREDENTIALS	49.19
135722	2/07	FABCO RENTS	501-09-50105-282-000	01/14 SW EQUIPMENT R	176.50
135735	2/07	FOX WOLF WATERSHED ALLIANCE	501-09-50103-264-000	J HANSEN 3/4-5/14	190.00
135791	2/12	LOWE'S	501-09-50105-344-000	01/14-SW MERCHANDISE	579.67
			501-09-50104-344-000	01/14-SW MERCHANDISE	51.03
				..... TOTAL	630.70
135794	2/12	TDS	501-09-50101-227-000	02/14 PHONE SERVICE	225.46
			501-09-50101-225-000	02/14 PHONE CALLS	.62
				..... TOTAL	226.08

START DATE FOR SUMMARY: 2/01/14 END DATE FOR SUMMARY: 2/28/14

CHECK #	CHECK DATE	VENDOR NAME	ACCOUNT	DESCRIPTION	AMOUNT
136035	2/21	T-MOBILE	501-09-50103-226-000	1/8-2/7-WIRELESS CAR	42.19
136038	2/21	JAMES IMAGING SYSTEMS, INC.	501-09-50101-232-000	01/14 PW-COPIER CHGS	162.39
			501-09-50105-232-000	01/14 ST-COPIER SRV	22.45
				..... TOTAL	184.84
136051	2/21	SUPERIOR FENDERS	501-09-50105-344-000	REAR SET OF FENDERS	1,550.00
136129	2/26	HWY C SERVICE	501-09-50106-344-000	02/14-PA SERVICE/PAR	8.47
136139	2/26	WISCONSIN FUEL & HEATING	501-09-50104-341-000	02/14 ST LUBRICANTS/	350.35
136140	2/26	ZARNOTH BRUSH WORKS, INC.	501-09-50104-344-000	01/14-SW SWEEPER PAR	271.00
136153	2/26	NAPA AUTO PARTS CO.	501-09-50104-344-000	01/14-SW PARTS/FILTE	95.77
136156	2/26	JAMES IMAGING SYSTEMS, INC.	501-09-50101-232-000	02/14 PW-COPIER CHGS	162.39
			501-09-50105-232-000	02/14 ST-COPIER SRV	22.45
			501-09-50105-232-000	01/14 ST-OVERAGES	10.50
				..... TOTAL	195.34
136174	2/26	FASTENAL COMPANY	501-09-50105-361-000	02/14 SW TOOLS/MATER	139.11
136262	2/28	LEE PLUMBING, INC.	501-09-50105-241-000	02/14-SW HVAC, PLUMB	174.00
136301	2/28	FLANNERY FIRE PROTECTION INC	501-09-50105-246-000	02/14 SW-INSPECTION	264.50
136317	2/28	GENDELL PARTNERS KENOSHA LLC	501-00-13114-000-000	SWU #33905/33906	38.35
136318	2/28	WUEBBEN, CHERYL	501-00-13114-000-000	SWU #18370	12.24
GRAND TOTAL FOR PERIOD *****					28,655.32

April 3, 2014

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

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

SUBJECT: Stormwater Utility Project Status Report

- 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** – [AES] 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 #11-1135 Stormwater Management Plan Development** – Staff continues to work through City watershed by watershed. (City wide)
- Project #11-1137 Pike River Monitoring (WI Coastal Manag. Grant)** – Staff has submitted copies for Draft Report. (1 and 4)
- Project #12-1111 Misc. Storm Sewer – Sump Pump Connections** – Staff is preparing plans and specs for construction in 2014. (12)
- Project #12-1136 Pike River Monitoring (Fund for Lake Michigan Grant)** – Staff is reviewing draft report. (1 & 4)
- Project #12-1140 Detention Basin Certifications** – [Clark Dietz] – Clark Dietz has submitted the Draft report that is currently being reviewed by staff for comments. (City wide)
- Project #11-1025 - 122nd Avenue – 71st Street to 74th Street** – [AW Oakes] Final items remain. (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 #13-1024 – 60th Street Resurfacing – 39th Avenue to 30th Avenue** – [Cicchini] Punch list items remain. (Stormwater Utility funding also) (3, 11, 15)
- Project #13-1025 56 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 #13-1208 - Sidewalk and Curb and Gutter** – [AW Oakes] Project is complete. Punch list items remain. (Stormwater Utility funding also) (Citywide)
- Project #14-1012 – Resurfacing Phase I** – Staff is re-evaluating roadways due to extreme weather this winter the focus will be on main arterials. (Stormwater Utility funding also) (citywide)
- Project #14-1015 – 39th Avenue – Washington Rd to 45th St** – [Clark-Dietz] Consultant is currently working on design, plans and specifications. (Stormwater Utility funding also) (10)
- Project #13-1417 - Tree Removal** – Project has begun. (Parks funding) (Citywide)
- Project #14-1131 – Curb and Gutter Repair Program** - Contract is currently out for bid. Bid opening is April 16, 2014.
- Project #13-1132 – River Crossing Swale Restoration Phase II** – Consultant is currently working on plans and specifications. (17)
- Project #13-1133 – Oil Drop-Off Structures** – Consultant is currently working on plans and specifications for the structures that are required as part of our SWPPP for the Waste Site Drop-Off and the Streets Division Site Drop-Off. (2,15)
- Design Work-** Staff is working on the following projects: Sump Pump Priorities, SWPPP Updates, Website Design, GPS Data Forms, Storm Sewer Investigation for Roadway Projects, Permit Compliance, SWU Reporting, Pollution Prevention Structures, Stormwater Management Facility Inspections, Miscellaneous Storm Sewer, projects for contractor and SWU crews, Yardwaste coupons