

Community Development Division  
625 52nd Street – Room 308  
262.653.4030

**\*\*SPECIAL MEETING\*\***  
**Redevelopment Authority**  
**of the City of Kenosha**  
**Agenda**

Monday, September 15, 2014  
5:30 p.m.

*Katherine Marks - Chairperson and Alderperson Bob Johnson - Vice Chairperson  
Everett Butler, Eric Migrin, John Potente, Doug Williams*

Call to Order and Roll Call

Approval of Minutes from August 19, 2014

1. Agreement by and between Kenosha Newco Capital, LLC f/k/a/ UBC Kenosha, LLC and the City of Kenosha, WI and the Redevelopment Authority of the City of Kenosha, WI (District #3)

Public Comments

Authority Comments

Staff Comments

*Adjournment*

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Community Development & Inspections  
625 52nd Street – Room 308  
Kenosha, WI 53140  
262.653.4030 phone / 262.653.4045 fax  
[www.kenosha.org](http://www.kenosha.org)

*If you are disabled in need of assistance, please call 262.653.4030 at least 72 hours before this meeting.*

*Notice is hereby given that a majority of the members of the Common Council may be present at the meeting. Although this may constitute a quorum of the Common Council, the Council will not take any action at this meeting.*

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**REDEVELOPMENT AUTHORITY OF THE CITY OF KENOSHA**  
**Minutes**  
**August 19, 2014**

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**MEMBERS PRESENT:** Katherine Marks, Alderperson Bob Johnson, Everett Butler, Eric Migrin, John Potente and Doug Williams

**STAFF PRESENT:** Zohrab Khaligian

The meeting was called to order at 5:00 p.m. by Ms. Marks and roll was taken.

A motion was made by Alderperson Johnson and seconded by Mr. Potente to approve the minutes of the April 22, 2014 meeting. The motion passed. (Ayes 5, Noes 0)

**1. Financial Report for July 31, 2014**

Zohrab Khaligian, Community Development Specialist, noted there is a negative balance because the money allocated to the Redevelopment Authority for 2014 has not yet been reflected.

*Mr. Migrin arrived.*

A motion was made by Mr. Williams and seconded by Alderperson Johnson to receive and file the financial report. The motion passed. (Ayes 6, Noes 0)

**2. Wilson Redevelopment Project - Update**

Mr. Khaligian gave an overview of the project and discussion was held on the progress.

A motion was made by Mr. Butler and seconded by Mr. Williams to receive and file the Project Update. The motion passed. (Ayes 6, Noes 0)

**3. Offer to Purchase 4603 37th Avenue. (District #10)**

Mr. Khaligian said the owners signed the Offer to Purchase and we are now waiting for the certification that there is only one (1) tenant in the building.

Mr. Potente asked what type of notice is needed. Mr. Khaligian said a six-month notice and then we won't have to pay for relocation costs.

Mr. Butler asked if the tenant has a lease with the owner. Mr. Khaligian said we think it is a month-to-month lease, but we will ask the owner.

Mr. Migrin asked if this send the wrong message to the Council by purchasing a property so far away from the Phase I area. Mr. Khaligian they were concerned with the price paid, not the location of property. Alderperson Johnson added that the Authority offered Council a frame work and this property is in close proximity.

Mr. Williams said it butts up to where Huxhold Builders has homes, would they be interested in building on the property? Mr. Khaligian said that would be a possibility, especially if we provide a financial incentive like doing the raze and cleanup.

Alderperson Johnson asked if there were development restrictions on the property. Mr. Khaligian said no.

Ms. Marks said she is worried about the location of the property, its still within our plan. The idea of having Huxhold build on the property is something we will need to discuss, but the price and location are good.

A motion was made by Alderperson Johnson and seconded by Mr. Potente to approve the Offer with the contingency of receiving the certification. The motion passed. (Ayes 6, Noes 0)

### **Public Comments**

No Public comments.

### **Authority Comments**

Alderperson Johnson noted that someone contacted him and said they were interested in serving on the Authority, so he will forward the information to Mayor Bosman.

Alderperson Johnson said we don't have enough money to purchase another property this year, do we? Mr. Khaligian said not unless there would be a CIP Amendment to transfer funds. Alderperson Johnson asked if there is any code enforcement in this neighborhood. Mr. Khaligian said the property maintenance inspectors try, but there is not much they can do. Alderperson Johnson asked how can we ensure that the property owners won't just move a problem tenant from one area to another area in the City. Mr. Khaligian said the owners selling this property don't own any other properties in the City.

### **Staff Comments**

Mr. Khaligian said that TRC submitted a case closure request which the DNR approved with receipt of additional documentation. This will allow the developer, Wangard, to move forward with their proposed sale of the Pic 'N Save parcel and to develop the 2 undeveloped parcels.

A motion was made by Alderperson Johnson and seconded by Mr. Williams to adjourn the meeting. The motion passed. (Ayes 6; Noes 0) The meeting adjourned at 528 p.m.

*Meeting Minutes Prepared by: Kay Schueffner, Community Development & Inspections*

Community Development Division 625 52nd Street – Room 308 262.653.4030	<b>**SPECIAL MEETING**</b> Redevelopment Authority of the City of Kenosha Fact Sheet	September 15, 2014 5:30 p.m.	Item 1
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**Agreement by and between Kenosha Newco Capital, LLC f/k/a/ UBC Kenosha, LLC and the City of Kenosha, WI and the Redevelopment Authority of the City of Kenosha, WI (District #3)**

**LOCATION:**

1901 63rd Street

**NOTIFICATIONS/PROCEDURES:**

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

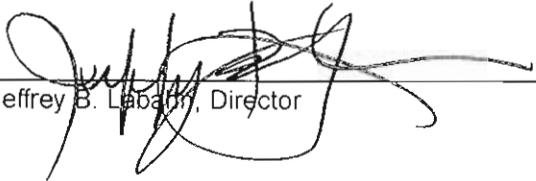
**ANALYSIS:**

- See documents attached.

**RECOMMENDATION:**

A recommendation is made to approve the attached Agreement.

  
\_\_\_\_\_  
A. Zohrab Khaligian, Community Development Specialist

  
\_\_\_\_\_  
Jeffrey B. Leback, Director

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·Community Development

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·Property Maintenance

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## DEPARTMENT OF COMMUNITY DEVELOPMENT & INSPECTIONS

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Jeffrey B. Labahn, Director

Richard Schroeder, Deputy Director

### MEMO

**TO:** Mayor Bosman and Members of the Common Council  
Members of the Finance Committee

**FROM:** A. Zohrab Khaligian, Community Development Specialist

**RE:** **Agreement by and between Kenosha Newco Capital, LLC  
f/k/a/ UBC Kenosha, LLC and the City of Kenosha, WI and  
the Redevelopment Authority of the City of Kenosha, WI (District #3)**

**DATE:** September 11, 2014

This memo is to request the adoption of the Agreement to Terminate (1) Right of Repurchase and (2) Coordination for Remediation as to Particular Parcel by and between Kenosha Newco Capital, LLC, the City of Kenosha and the Redevelopment Authority of the City of Kenosha.

As stated in the enclosed Agreement, the City of Kenosha and Redevelopment Authority of the City of Kenosha entered into a Contract of Purchase and Sale and Development Agreement on February 17, 2005 with Professional Realty and Development Corporation (PRDC) in order to develop the Uptown Brass Center located at 63rd Street, 18th Avenue, 65th Street and 20th Avenue. Included in the Agreement was a repurchase provision if PRDC failed to develop the center as well as a requirement to remediate the site in accordance with a WDNR approved remedial action plan.

Also, stated in the enclosed Agreement, the City, Redevelopment Authority and developer executed and recorded subsequent documents to complement the original contract, including two (2) Assignment and Assumption Agreements when the center's ownership changed. The first assignment was to the Uptown Brass Development, LLC, which was a partnership between PRDC and the Kilduff Company, and the second assignment was to Kenosha Newco Capital, LLC, the current owners.

Enclosed are the following two (2) documents as evidence that Kenosha Newco Capital, LLC has complied with the original contract and subsequent documents with regard to the completion of the development on this parcel and the remediation of the entire center:

1. Certificate of Completion issued by the Department of Community Development & Inspections dated August 6, 2014.
2. Final Case Closure with Continuing Obligations issued by the Wisconsin Department of Natural Resources dated September 10, 2014.

Please contact me at 653-4041 or via email at [zkhaligian@kenosha.org](mailto:zkhaligian@kenosha.org) if you have any questions.

AZK:kas  
Enclosure

AGREEMENT BY AND BETWEEN  
KENOSHA NEWCO CAPITAL, LLC  
f/k/a UBC KENOSHA, LLC AND  
THE CITY OF KENOSHA, WISCONSIN AND  
THE REDEVELOPMENT AUTHORITY OF  
THE CITY OF KENOSHA, WISCONSIN

Document Number

Document Title

This space is reserved for recording data

Return to

City of Kenosha  
Community Development & Inspections  
625 52<sup>nd</sup> Street, Room 308  
Kenosha, WI 53140

05-123-06-251-005

Parcel Identification Number

## AGREEMENT

By And Between

KENOSHA NEWCO CAPITAL, LLC  
f/k/a UBC KENOSHA, LLC  
A Wisconsin Limited Liability Company

And

THE CITY OF KENOSHA, WISCONSIN  
A Wisconsin Municipal Corporation

And

THE REDEVELOPMENT AUTHORITY OF THE CITY OF KENOSHA, WISCONSIN  
A Wisconsin Redevelopment Authority

This Agreement to Terminate (1) Right of Repurchase and (2) Coordination for Remediation as to Particular Parcel is by and between KENOSHA NEWCO CAPITAL, LLC f/k/a UBC KENOSHA, LLC, a Wisconsin limited liability company, hereinafter referred to as "KNC", the City of Kenosha, Wisconsin, a municipal corporation ("CITY"), and the Redevelopment Authority of the City of Kenosha, Wisconsin, a Wisconsin Redevelopment Authority ("AUTHORITY") is as follows:

### RECITALS

**WHEREAS**, Outokumpu Copper Kenosha, Inc., Atlantic Richfield Company, CITY, and TRC Companies, Inc., a Delaware corporation ("TRC") Entered into the Exit Strategy Contract dated March 28, 2002 ("**Exit Strategy Contract**"), a copy of which is on file in the Office of the Clerk of the City;

**WHEREAS**, Professional Realty and Development Corporation ("PRDC"), CITY, and AUTHORITY entered into the Contract of Purchase and Sale and Development Agreement dated effective February 17, 2005, as amended by the Amendment to Contract of Purchase and Sale and Development Agreement, dated September 20, 2010, and recorded with the Office of the Register of Deeds of Kenosha County, Wisconsin as Document No. 1628103, and as further amended by a Second Amendment to Contract of Purchase and Sale and Development Agreement, dated November 14, 2012, and recorded with the Office of the Register of Deeds of Kenosha County, Wisconsin as Document No. 1688258 (collectively, the "**Developer's Agreement**"). The Developer's Agreement is evidenced by a Memorandum of Right to Repurchase and Other Rights between PRDC, CITY and AUTHORITY, dated September 29, 2005, and recorded with the Office of the Register of Deeds of Kenosha County, Wisconsin as Document No. 1452833. The Memorandum of Right to Repurchase and Other Rights provides that the rights referred therein may be terminated by an agreement between the CITY and then current owners; and

**WHEREAS**, PRDC, CITY and TRC entered into the Contract for Coordination of Remediation, dated March 11, 2005 ("**Remediation Contract**") as evidenced by a Memorandum of Contract for Coordination of Remediation between PRDC, CITY and TRC, dated September 29, 2005, and recorded

with the Office of the Register of Deeds of Kenosha County, Wisconsin as Document No. 1452831. The Memorandum of Contract for the Coordination of Remediation provides that it may be terminated by an agreement of the CITY and the then current owners; and

**WHEREAS**, PRDC and CITY entered into an Assignment and Assumption Agreement, dated September 29, 2005, and recorded with the Office of the Register of Deeds of Kenosha County, Wisconsin as Document No. 1452834 ("First Assignment") under which CITY assigned and PRDC assumed all obligations of CITY under the Exit Strategy Contract and Remediation Contract which relates to the Initial Parcels (as defined by the First Assignment) only; and

**WHEREAS**, PRDC, Uptown Brass Development, LLC, a Wisconsin limited liability company ("Uptown") and CITY entered into an Assignment and Assumption Agreement and Amendment to Development Agreement, dated September 29, 2005, and recorded with the Office of the Register of Deeds of Kenosha County, Wisconsin as Document No. 1452837 ("Uptown Assignment") under which PRDC assigned and Uptown assumed all of PRDC's right, title and interest in, to and under the Developer's Agreement, the Exit Strategy Contract and the Remediation Contract which relate to the Initial Parcels (as defined by the Uptown Assignment) only; and

**WHEREAS**, Uptown and KNC entered into an Assignment and Assumption Agreement, dated November 13, 2012, and recorded with the Office of the Register of Deeds of Kenosha County, Wisconsin as Document No. 1688259 under which Uptown assigned and KNC assumed all of PRDC's right, title and interest in, to and under the Developer's Agreement, the Exit Strategy Contract, and the Remediation Contract (" Assignment Agreement"); and

**WHEREAS**, KNC now intends to sell the parcel of real estate legally described on Exhibit A attached hereto ("Property") which is a part of the Initial Parcels subject to the Developer's Agreement, Exit Strategy Contract and Remediation Contract.

In consideration of the mutual covenants contained herein and all other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the undersigned do hereby agree as set forth below:

1. **Termination of Right to Repurchase.** As of the Effective Date of this Agreement CITY'S and AUTHORITY'S right to repurchase the Property as provided in the Developer's Agreement is hereby terminated. The parties hereto acknowledge and agree that the termination provided in this Agreement is limited solely to the Property described in and referred to in Exhibit A.

2. **Termination of Obligations Pursuant to Remediation Contract.** The obligations of KNC as provided in the Remediation Contract are terminated. The parties hereto acknowledge and agree that the termination provided in this Agreement is limited solely to the Property described in and referred to in Exhibit A.

3. **Effective Date.** The Effective Date of this Agreement shall be the date of last execution by a party hereto.

4. **Counterparts.** This Agreement may be executed simultaneously in two or more counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same instrument.

5. **Binding Effect.** The terms and provisions of this Agreement shall be binding upon and inure to

the benefit of the parties hereto and their respective heirs, executors, administrators, representatives, successors and assigns.

6. **Headings.** The paragraph headings contained in this Agreement are for reference purposes only and shall not affect in any way the meaning or interpretation of this Agreement.

7. **Law Governing.** The interpretation of this Agreement will be governed by and construed and enforced in accordance with the laws of the State of Wisconsin.

8. **Severability.** If any of the terms or provisions contained herein shall be declared to be invalid or unenforceable by a court of competent jurisdiction, then the remaining provisions and terms of this Offer shall not be affected thereby and shall remain in full force and effect and shall be valid and enforceable to the fullest extent permitted by law.

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

*Signature Pages Follow*





THE REDEVELOPMENT AUTHORITY OF  
THE CITY OF KENOSHA, WISCONSIN,  
A Wisconsin Redevelopment Authority

BY: \_\_\_\_\_  
KATHERINE MARKS, Chairperson  
Date: \_\_\_\_\_

BY: \_\_\_\_\_  
JEFF LABAHN, Secretary  
Date: \_\_\_\_\_

STATE OF WISCONSIN )  
  :SS.  
COUNTY OF KENOSHA )

Personally came before me this \_\_\_\_\_ day of \_\_\_\_\_, 2014, KATHERINE MARKS, Chairperson, and JEFF LABAHN, Secretary, of THE REDEVELOPMENT AUTHORITY OF THE CITY OF KENOSHA, WISCONSIN, a Wisconsin redevelopment authority, to me known to be such Chairperson and Secretary of said Authority and acknowledged to me that they executed the foregoing instrument as such officers as the agreement of said Authority, by its authority.

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

Drafted By:  
WILLIAM K. RICHARDSON  
Assistant City Attorney

## EXHIBIT A

### Property Legal Description

Lot 5 of Certified Survey Map No. 2752, recorded in the office of the Register of Deeds for Kenosha County, Wisconsin, on June 9, 2014, as Document No. 1727990, being a redivision of Lot 2 of Certified Survey Map No. 2464, in part of the Northwest 1/4 and Southwest 1/4 of the Northwest 1/4 of Section 6, Township 1 North, Range 23 East, in the City of Kenosha, County of Kenosha, State of Wisconsin.

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·Property Maintenance

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## DEPARTMENT OF COMMUNITY DEVELOPMENT & INSPECTIONS

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Jeffrey B. Labahn, Director

Richard Schroeder, Deputy Director

August 6, 2014

Steward Wangard  
Kenosha Newco Capital, LLC  
1200 N. Mayfair Road, Suite 220  
Milwaukee, WI 53226

**RE: Certificate of Completion/Uptown Brass Center**

Dear Mr. Wangard:

In accordance with Section 17.f of the *Contract of Purchase and Sale and Development Agreement by and between Professional Realty and Development Corporation and the City of Kenosha* dated February 17, 2005, please accept this letter as the Certificate of Completion for the following Lots located in the Uptown Brass Center:

- LOT 3 CSM 2464
- LOT 4 CSM 2752
- LOT 5 CSM 2752

The terms of this Agreement were ultimately assigned to and accepted by Kenosha Newco Capital, LLC on November 14, 2012.

If you have any questions, please contact me at 262.653.4030 or via email at [jlabahn@kenosha.org](mailto:jlabahn@kenosha.org).

Sincerely,

COMMUNITY DEVELOPMENT & INSPECTIONS

  
Jeffrey B. Labahn  
Director

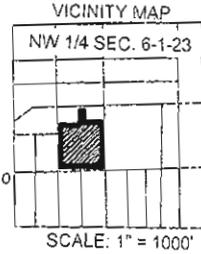
JBL:kas  
Enclosure

c: Edward Antaramian, City Attorney  
Debra Salas, City Clerk/Treasurer  
Scott J. Grady, Esq., Grady, Hayes & Neary LLC

Rec'd 6/9/14  
Doc. 1727990

# CERTIFIED SURVEY MAP NO. 2752

BEING A REDIVISION OF LOT 2 OF CERTIFIED SURVEY MAP NO. 2464, IN PART OF THE NORTHWEST 1/4 AND SOUTHWEST 1/4 OF THE NORTHWEST 1/4 OF SECTION 6, TOWN 1 NORTH, RANGE 23 EAST, IN THE CITY OF KENOSHA, COUNTY OF KENOSHA, STATE OF WISCONSIN.

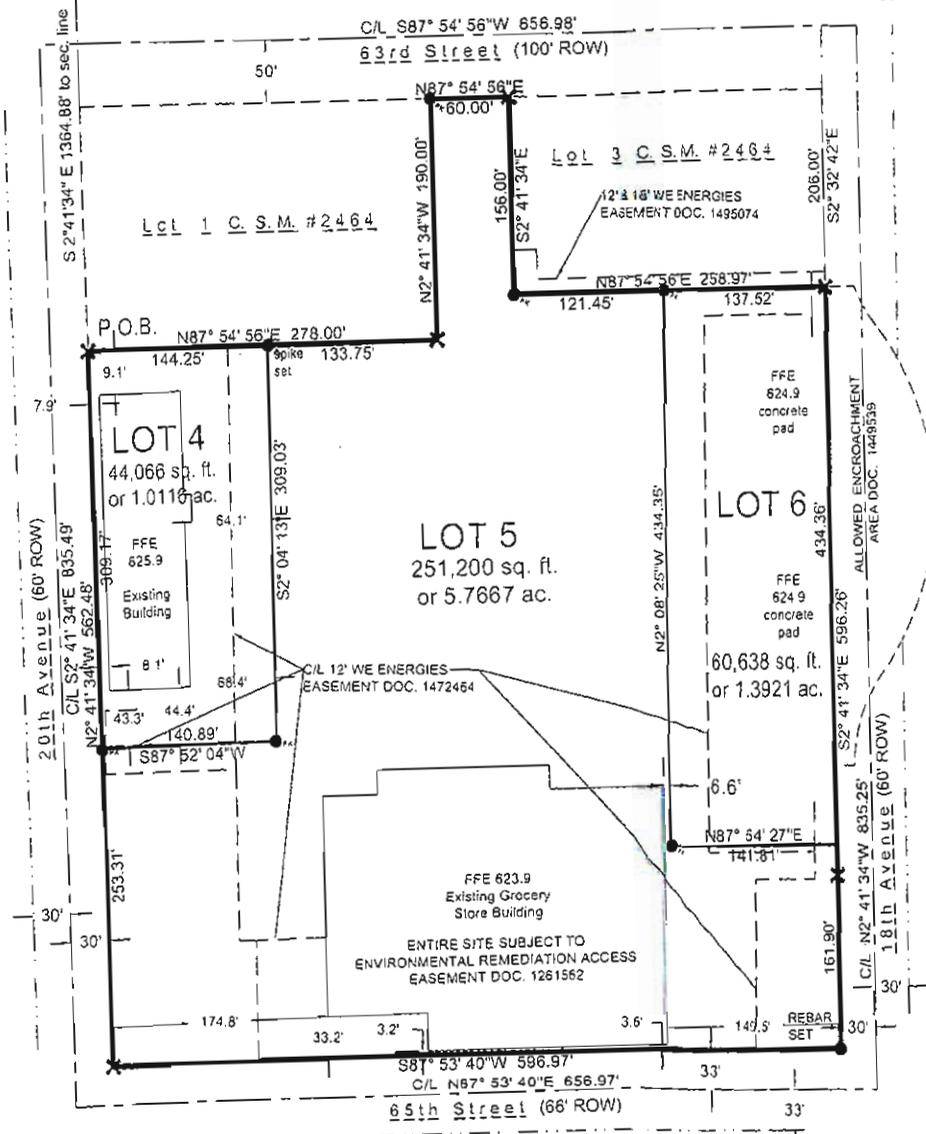


N 87°54'17" E 640.22'  
N 87°54'17" E 2644.46' total

NW COR.  
NW 1/4  
SEC. 6-1-23  
N 219199.94  
E 2582897.38

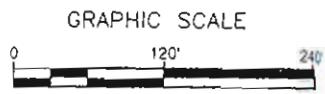
NE COR.  
NW 1/4  
SEC. 6-1-23  
N 219296.62  
E 2585540.10

Owner/Subdivider:  
Kenosha Newco Capital LLC  
c/o Wangard Advisors  
1200 N. Mayfair Road, Suite 310  
Milwaukee, WI 53226



**LEGEND & NOTES:**

- Set 3/4" diam. rebar, 18" long weighing 1.50 lbs/in. ft.
- ✕ Set chiseled cross in concrete
- Set P. K. nail in asphalt



Coordinates & bearings referenced the Wisconsin State Plane Coordinate System with the north line of the NW 1/4 of Sec. 6-1-23, assumed to bear N 87°54'17" E, as published by SEWRPC, NAD 1927.

Property falls within FEMA Panel 55059C0203D, which contains no special flood hazard areas.

Zoning specifications in respect to building heights and setbacks can be found in Ch. 100.170 City of Kenosha Zoning Ordinance.





September 10, 2014

Kenosha Newco Capital  
Stewart Wangard  
1200 N Mayfair Rd Ste 220  
Milwaukee WI 53226

**KEEP THIS DOCUMENT WITH YOUR PROPERTY RECORDS**

**SUBJECT:** Final Case Closure with Continuing Obligations  
Outokumpu Copper Kenosha Former – West Side, Kenosha WI  
1901-1919 63<sup>rd</sup> Street, Kenosha, WI  
DNR BRRTS Activity #: 02-30-561839  
FID #: 230209320

Dear Mr. Wangard:

The Department of Natural Resources (DNR) considers Outokumpu Copper Kenosha Former – West Side closed, with continuing obligations. No further investigation or remediation is required at this time. However, you, future property owners, and occupants of the property must comply with the continuing obligations as explained in the conditions of closure in this letter. Please read over this letter closely to ensure that you comply with all conditions and other on-going requirements. Provide this letter and any attachments listed at the end of this letter to anyone who purchases, rents or leases this property from you. For residential property transactions, you may be required to make disclosures under s. 709.02, Wis. Stats.

This final closure decision is based on the correspondence and data provided, and is issued under chs. NR 726 and 727, Wis. Adm. Code. The Southeast Region Remediation and Redevelopment Program Closure Committee reviewed the request for closure on August 7, 2014. The Closure Committee reviews environmental remediation cases for compliance with state laws and standards to maintain consistency in the closure of these cases.

This site is the west side of a former brass foundry and manufacturing plant that operated from 1886 to 1999. The site is currently bound between 63<sup>rd</sup> and 65<sup>th</sup> Streets and 18<sup>th</sup> and 20<sup>th</sup> Avenues in the City of Kenosha. The industrial facility was demolished in 2006 for redevelopment. Environmental responses to polynuclear aromatic hydrocarbons (PAH), metals, petroleum volatile organic compounds (PVOC), and chlorinated volatile organic compounds (CVOC) contamination included excavations, capping, and vapor intrusion mitigation systems. The conditions of closure and continuing obligations required were based on the property being used for commercial and institutionally held mixed commercial/residential purposes.

Continuing Obligations

The continuing obligations for this site are summarized below. Further details on actions required are found in the section Closure Conditions.

- Groundwater contamination is present above ch. NR 140, Wis. Adm. Code enforcement standards.
- Residual soil contamination exists that must be properly managed should it be excavated or removed.
- One or more monitoring wells were not located and must be properly filled and sealed if found.
- Pavement, buildings, and soil cover must be maintained over contaminated soil and the DNR must approve any changes to this barrier.
- If a structural impediment that obstructed a complete site investigation or cleanup is removed or modified, additional environmental work must be completed.

- Vapor intrusion mitigation systems must be operated and maintained, and inspections must be documented.
- Remaining soil contamination could result in vapor intrusion if future construction activities occur. Vapor control technologies will be required for occupied buildings, unless the property owner assesses the potential for vapor intrusion, and the DNR agrees that vapor control technologies are not needed.

The DNR fact sheet, "Continuing Obligations for Environmental Protection", RR-819, helps to explain a property owner's responsibility for continuing obligations on their property. The fact sheet may be obtained at <http://dnr.wi.gov/files/PDF/pubs/rr/RR819.pdf>.

#### GIS Registry

This site will be included on the Bureau for Remediation and Redevelopment Tracking System (BRRTS on the Web) at <http://dnr.wi.gov/topic/Brownfields/clean.html>, to provide public notice of residual contamination and of any continuing obligations. The site can also be viewed on the Remediation and Redevelopment Sites Map (RRSM), a map view, under the Geographic Information System (GIS) Registry layer, at the same web address.

DNR approval prior to well construction or reconstruction is required for all sites shown on the GIS Registry, in accordance with s. NR 812.09 (4) (w), Wis. Adm. Code. This requirement applies to private drinking water wells and high capacity wells. To obtain approval, complete and submit Form 3300-254 to the DNR Drinking and Groundwater program's regional water supply specialist. This form can be obtained on-line at <http://dnr.wi.gov/topic/wells/documents/3300254.pdf>.

All site information is also on file at the Southeast Regional DNR office at 9531 Rayne Road, Sturtevant, WI 53177. This letter and information that was submitted with your closure request application, including any maintenance plan and maps, can be found as a Portable Document Format (PDF) in BRRTS on the Web.

#### Prohibited Activities

Certain activities are prohibited at closed sites because maintenance of a barrier is intended to prevent contact with any remaining contamination. When a barrier is required, the condition of closure requires notification of the DNR before making a change, in order to determine if further action is needed to maintain the protectiveness of the remedy employed. The following activities are prohibited on any portion of the property as shown on the attached map, **Detailed Site Map, B.1.b, July 2014**, unless prior written approval has been obtained from the DNR:

- removal of the existing barrier or cover;
- replacement with another barrier or cover;
- excavating or grading of the land surface;
- filling on covered or paved areas;
- plowing for agricultural cultivation;
- construction or placement of a building or other structure;
- changing the use or occupancy of the property to single-family residential use.
- changing the construction of a building that has a vapor mitigation system in place.

#### Closure Conditions

Compliance with the requirements of this letter is a responsibility to which the current property owner and any subsequent property owners must adhere. DNR staff will conduct periodic prearranged inspections to ensure that the conditions included in this letter and the attached maintenance plan are met. If these requirements are not followed, the DNR may take enforcement action under s. 292.11, Wis. Stats. to ensure compliance with the specified requirements, limitations or other conditions related to the property.

Please send written notifications in accordance with the following requirements to:

Department of Natural Resources  
Attn: Remediation and Redevelopment Program Environmental Program Associate  
2300 North Dr. Martin Luther King Jr. Drive  
Milwaukee, WI 53212

Residual Groundwater Contamination (ch. NR 140, 812, Wis. Adm. Code)

Groundwater contamination greater than enforcement standards is present both on this contaminated property and off this contaminated property, as shown on the attached map, **2013 Groundwater NR 140 Exceedances Map, B.3.b, June 2014**. If you intend to construct a new well, or reconstruct an existing well, you'll need prior DNR approval. Affected property owners and right-of-way holders were notified of the presence of groundwater contamination.

Residual Soil Contamination (ch. NR 718, chs. 500 to 536, Wis. Adm. Code or ch. 289, Wis. Stats.)

Soil contamination remains across the entire site as indicated on the attached map, **Non-Industrial Direct Contact RCL Exceedance Overview Map, B.2.c.i, July 2014**. If any site soils are excavated in the future, the property owner or the right-of-way holder at the time of excavation must sample and analyze the excavated soil to determine if contamination remains. If sampling confirms that contamination is present, the property owner or right-of-way holder at the time of excavation will need to determine whether the material is considered solid or hazardous waste and ensure that any storage, treatment or disposal is in compliance with applicable standards and rules. Contaminated soil may be managed in accordance with ch. NR 718, Wis. Adm. Code, with prior DNR approval.

In addition, all current and future owners and occupants of the property and right-of-way holders need to be aware that excavation of the contaminated soil may pose an inhalation or other direct contact hazard and as a result special precautions may need to be taken to prevent a direct contact health threat to humans.

Depending on site-specific conditions, construction over contaminated soils or groundwater may result in vapor migration of contaminants into enclosed structures or migration along newly placed underground utility lines. The potential for vapor inhalation and means of mitigation should be evaluated when planning any future redevelopment, and measures should be taken to ensure the continued protection of public health, safety, welfare and the environment at the site.

Monitoring Wells that could not be Properly Filled and Sealed (ch. NR 141, Wis. Adm. Code)

Monitoring well(s) MW-2, MW-6, MW-22 and MW-102 located on site shown on the attached map, **Vapor and Cap Maintenance Plan Site Map, Figure 1, September 2014**, could not be properly filled and sealed because they were missing due to being paved over, covered or removed during site development activities. Your consultant made a reasonable effort to locate the wells and to determine whether they were properly filled and sealed, but was unsuccessful. You may be held liable for any problems associated with the monitoring wells if they create a conduit for contaminants to enter groundwater. If any of the groundwater monitoring wells are found, the then current owner of the property on which the well is located is required to notify the DNR, to properly fill and seal the wells and to submit the required documentation to the DNR.

Cover or Barrier (s. 292.12 (2) (a), Wis. Stats., s. NR 726.15, s. NR 727.07 Wis. Adm. Code)

The pavement, building foundations, and soil cover that exists in the location shown on the attached map, **Vapor and Cap Maintenance Plan Site Map, Figure 1, September 2014**, shall be maintained in compliance with the attached **Maintenance Plan** in order to minimize the infiltration of water and prevent additional groundwater contamination that would violate the groundwater standards in ch. NR 140, Wis. Adm. Code, and prevent direct contact with residual soil contamination that might otherwise pose a threat to human health.

The vapor barrier that exists in the location (Building Cap) shown on the attached map, **Vapor and Cap Maintenance Plan Site Map, Figure 1, September 2014**, as part of the sub-floor, shall be maintained in compliance with the attached **Maintenance Plan** in order to prevent or limit vapor intrusion into the building.

A cover or barrier for industrial land uses, or certain types of commercial land uses may not be protective if the use of the property were to change such that a residential exposure would apply. This may include, but is not limited to single or multiple family residences, a school, day care, senior center, hospital or similar settings. In addition, a cover or barrier for multi-family residential housing use may not be appropriate for use at a single family residence.

The cover approved for this closure was designed to be protective for a multi-family residential use setting. Before using the property for single family residential purposes, you must notify the DNR at least 45 days before taking an action, to determine if additional response actions are warranted.

A request may be made to modify or replace a cover or barrier. The replacement or modified cover or barrier must be protective of the revised use of the property, and must be approved in writing by the DNR prior to implementation.

The attached **Maintenance Plan** and **Inspection Logs** are to be kept up-to-date and on-site indefinitely. Inspections shall be conducted annually in accordance with the attached maintenance plan. Submit the inspection logs to the DNR annually, starting November 30, 2014.

Structural Impediments (s. 292.12 (2) (b), Wis. Stats., s. NR 726.15, s. NR 727.07, Wis. Adm. Code)  
The remaining concrete foundations in the South Degreaser Area as shown on the attached map, **Detailed Site Map, B.1.b July 2014**, made complete investigation and/or remediation of the soil contamination on this property impracticable. If the structural impediment is to be removed, the property owner shall notify the DNR at least 45 days before removal, and conduct an investigation of the degree and extent of CVOC, PAH, and metals contamination below the structural impediment. If contamination is found at that time, the contamination shall be properly remediated in accordance with applicable statutes and rules.

Vapor Mitigation or Evaluation (s. 292.12 (2), Wis. Stats., s. NR 726.15, s. NR 727.07, Wis. Adm. Code)  
Vapor intrusion is the movement of vapors coming from volatile chemicals in the soil or groundwater, into buildings where people may breathe air contaminated by the vapors. Vapor mitigation systems are used to interrupt the pathway, thereby reducing or preventing vapors from moving into the buildings.

Vapor Mitigation System: Soil vapor beneath the buildings contains CVOC at levels that would pose a long-term risk to human health, if allowed to migrate into an occupied building on the property. The vapor mitigation systems, installed by 2007, must be operated, maintained and inspected in accordance with the attached **Maintenance Plan**. System components must be repaired or replaced immediately upon discovery of a malfunction. Annual inspections and any system repairs must be documented in the applicable Inspection Log. The inspection logs shall be kept up-to-date and on-site indefinitely. Inspections shall be conducted annually, in accordance with the attached maintenance plan. Submit the inspection logs to the DNR annually, starting November 30, 2014.

The integrity of the floors, building, and pavements that exist on the property, shown on the attached map, **Vapor and Cap Maintenance Plan Site Map, Figure 1, September 2014**, must be maintained in compliance with the attached **Maintenance Plan**. This will help ensure proper functioning of the vapor mitigation system, limiting vapor intrusion to indoor air spaces.

A copy of the **Maintenance Plan** must be provided to each property owner. The property owner must notify occupants, and provide the **Maintenance Plan** to any occupant that is responsible for continued operation of the vapor mitigation system.

Future Concern: CVOC remain in soil and/or groundwater across the property, as shown on the attached map, **Vapor and Cap Maintenance Plan Site Map, Figure 1, September 2014**, at levels that may be of concern for vapor intrusion in the future, depending on construction and occupancy of a building. Due to the presence of significant source areas of CVOC on the property, care should be taken to mitigate the potential for vapor intrusion. Therefore, before a building is constructed and/or an existing building is modified, the property owner must notify the DNR at least 45 days before the change. Vapor control technologies are required for construction of occupied buildings unless the property owner assesses the vapor pathway and DNR agrees that vapor control technologies are not needed.

General Wastewater Permits for Construction Related Dewatering Activities

The DNR's Water Quality Program regulates point source discharges of contaminated water, including discharges to surface waters, storm sewers, pits, or to the ground surface. This includes discharges from construction related dewatering activities, including utility and building construction.

If you or any other person plan to conduct such activities, you or that person must contact that program, and if necessary, apply for the necessary discharge permit. Additional information regarding discharge permits is available at <http://dnr.wi.gov/topic/wastewater/GeneralPermits.html>. If residual soil or groundwater contamination is likely to affect water collected in a pit/trench that requires dewatering, a general permit for Discharge of Contaminated Groundwater from Remedial Action Operations may be needed. If water collecting in a pit/trench that requires dewatering is expected to be free of pollutants other than suspended solids and oil and grease, a general permit for Pit/Trench Dewatering may be needed.

In Closing

Please be aware that the case may be reopened pursuant to s. NR 727.13, Wis. Adm. Code, for any of the following situations:

- if additional information regarding site conditions indicates that contamination on or from the site poses a threat to public health, safety, or welfare or to the environment,
- if the property owner does not comply with the conditions of closure, with any deed restrictions applied to the property, or with a certificate of completion issued under s. 292.15, Wis. Stats, or
- a property owner fails to maintain or comply with a continuing obligation (imposed under this closure approval letter).

The DNR appreciates your efforts to restore the environment at this site. If you have any questions regarding this closure decision or anything outlined in this letter, please contact Doug Cieslak at 262-884-2344, or at [Douglas.Cieslak@Wisconsin.Gov](mailto:Douglas.Cieslak@Wisconsin.Gov).

Sincerely,



Pamela A. Mylotta, Southeast Region Team Supervisor  
Remediation & Redevelopment Program

Attachments:

- 2013 Groundwater NR 140 Exceedances Map, B.3.b, June 2014
- Detailed Site Map, B.1.b, July 2014

- Non-Industrial Direct Contact RCL Exceedance Overview Map, B.2.c.i, July 2014
- Vapor and Cap Maintenance Plan Site Map, Figure 1, September 2014
- Maintenance Plan, Attachment D, August 2014

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