

**AGENDA**  
**SPECIAL MEETING**  
**KENOSHA COMMON COUNCIL**  
**KENOSHA, WISCONSIN**  
**Council Chambers – Room 200 – Kenosha Municipal Building**  
**Monday, October 14, 2013**  
**7:00 P.M.**

**CALL TO ORDER**  
**ROLL CALL**  
**INVOCATION**  
**PLEDGE OF ALLEGIANCE**

1. Briefing on Pending Issues in re: Old Carco, LLC (f/k/a Chrysler, LLC) et al., Case No. 90-50002, U.S. Bankruptcy Ct. (S.D.N.Y.) (Finance Committee – recommendation pending) **CLOSED SESSION: The Common Council may go into closed session pursuant to Wis. Stats. Section 19.85(1)(g) to discuss with the City's Legal Counsel the final stage of settlement of the litigation. The Common Council will reconvene into open session.**
2. Resolution by the Mayor – To Accept Title to the Kenosha Engine Plant Property that is Generally Located at 5555-30<sup>th</sup> Avenue and to Authorize the Mayor to Execute Documents to Effectuate the Acceptance. (Finance Committee – recommendation pending) **Pgs. 1-3**
3. Approve the Intergovernmental Agreement between the City of Kenosha and Wisconsin Department of Natural Resources to Investigate and Clean up the Kenosha Engine Plant (former Chrysler facility), using \$10 Million in Funding from the Environmental Reserve Cash in the Site Specific Account. (Finance Committee – recommendation pending). **Pgs. 4-12**

IF YOU ARE DISABLED AND IN NEED OF ASSISTANCE,  
PLEASE CALL 653-4020 BEFORE THIS MEETING  
web site: [www.kenosha.org](http://www.kenosha.org)

**RESOLUTION \_\_\_\_\_**

**SPONSOR: THE MAYOR**

**TO ACCEPT TITLE TO THE KENOSHA ENGINE PLANT  
PROPERTY THAT IS GENERALLY LOCATED AT  
5555 – 30TH AVENUE AND TO AUTHORIZE THE MAYOR  
TO EXECUTE DOCUMENTS TO EFFECTUATE THE  
ACCEPTANCE**

**WHEREAS**, as a part of the industrial heritage of the City of Kenosha, for over 100 years auto manufacturing operations were conducted at the roughly 109 acre site located at 5555 30<sup>th</sup> Avenue (the “Kenosha Engine Plant Property”), most recently under the Chrysler trademark; and

**WHEREAS**, since the last engine was produced on October 22, 2010, there have been no more auto manufacturing operations at the Kenosha Engine Plant Property; and

**WHEREAS**, during the over 100 years of auto manufacturing at the Kenosha Engine Plant Property, the site has become environmentally compromised; and

**WHEREAS**, the Kenosha Engine Plant Property is subject to administration under the jointly administered bankruptcy case “In Re: Old Carco LLC (f/k/a Chrysler, LLC) *et al.*,” Case No. 09-50002, U.S. Bankruptcy Court for the Southern District of New York; and

**WHEREAS**, the Kenosha Engine Plant Property is most specifically addressed in the Order Adopting the Stipulation and Agreed Order by and between Old Carco Liquidation Trust, the State of Wisconsin, the City of Kenosha, the United States of America and the First Lien Agent Resolving Disputes Related to the Debtors' Former Kenosha Engine Plant and Certain Related Real Property (Docket Number 8015, signed by the Court on October 28, 2011, hereinafter “Agreed Order”), which Agreed Order was an adoption of a stipulation into which the City entered by action of the Common Council on October 12, 2011; and

**WHEREAS**, pursuant to paragraph 24 of the Agreed Order, the Kenosha Engine Plant Property will be abandoned by the trust that was authorized by the court to administer the Kenosha Engine Plant Property, leaving title ownership to either the City of Kenosha (if the City consents to the City's ownership) or to the State of Wisconsin (if the City does not so consent); and

**WHEREAS**, should the City of Kenosha consent to the acquisition of title, pursuant to paragraph 24 of the Agreed Order, the City will be deemed an involuntary transferee, subject to protection from certain environmental liabilities for historical contamination pursuant to 42 USC §9601 (20)(D); and

**WHEREAS**, pursuant to paragraph 25 of the Agreed Order, should the City of Kenosha consent to the City's ownership of the Kenosha Engine Plant Property, the City will be

able to access a site specific account containing \$10 million for environmental response actions at the Kenosha Engine Plant Property; and

**WHEREAS**, pursuant to paragraph 28 of the Agreed Order, upon conveyance of title to the Kenosha Engine Plant Property to the City pursuant to its consent, with the exception of liens by the government of the United States of America (the “United States”) and Export Development Canada (“EDC”) for debtor-in-possession loans, all other liens to the property that were in existence prior to the filing date for the bankruptcy petition have been or will be released pursuant to the Agreed Order; and

**WHEREAS**, the Agreed Order contained provisions for the benefit of the potential involuntary transferees (such as the City), including the potential for an agreement on the manner through which the United States and EDC would release their debtor-in-possession liens on the Kenosha Engine Plant Property; the failure to fully effectuate such beneficial provisions is waivable by the involuntary transferee; and

**WHEREAS**, there remain outstanding and unresolved concerns regarding the acquisition of the Kenosha Engine Plant Property including:

(a) the existence of a fully-executed escrow agreement between state of Wisconsin through its Department of Natural Resources (hereinafter “WDNR”), the United States, EDC, and U.S. Bank National Association, as contemplated by the Agreed Order to establish an escrow account for the site specific funds that may be used to pay for environmental response actions at the Kenosha Engine Plant Property (the fully-executed escrow agreement hereinafter “Escrow Agreement”); and

(b) the existence of an agreement between the WDNR and the City whereby WDNR agrees to submit bills for costs incurred by the City for environmental response actions at the Kenosha Engine Plant Property to the United States for consent to release such funds from the site specific account for reimbursement to the City pursuant to the Escrow Agreement, which Escrow Agreement was created pursuant to the Agreed Order; and

(c) the existence of a Sewer Repair Completion Notice as defined in, and prepared pursuant to, the Access and Indemnification Agreement between the City of Kenosha and Old Carco Liquidation Trust regarding the repair of a section of the wastewater treatment system at the Kenosha Engine Plant Property into which the City entered by Common Council action at its regular meeting on October 7, 2013, signaling that the work on the wastewater treatment system required in that Access and Indemnification Agreement have been completed; and

**WHEREAS**, it is a unique and special opportunity to control the development of the roughly 109 acres in the central portion of the City of Kenosha comprising the Kenosha Engine Plant Property; and

**WHEREAS**, the timeline within the Agreed Order will not reasonably allow for resolution of concerns and subsequent Common Council action before the final decision of the City to consent to the City's ownership must occur.

**NOW, THEREFORE, BE IT RESOLVED,** that subject to the following conditions, the Common Council for the City of Kenosha, Wisconsin, consents to accept title to the Kenosha Engine Plant Property:

(a) the existence of a fully-executed escrow agreement between state of Wisconsin through its Department of Natural Resources (hereinafter “WDNR”), the United States, EDC, and U.S. Bank National Association, as contemplated by the Agreed Order to establish an escrow account for the site specific funds that may be used to pay for environmental response actions at the Kenosha Engine Plant Property (the fully-executed escrow agreement hereinafter “Escrow Agreement”); and

(b) the existence of an agreement between the WDNR and the City whereby WDNR agrees to submit bills for costs incurred by the City for environmental response actions at the Kenosha Engine Plant Property to the United States for consent to release such funds from the site specific account for reimbursement to the City pursuant to the Escrow Agreement, which Escrow Agreement was created pursuant to the Agreed Order; and

(c) the existence of a Sewer Repair Completion Notice as defined in, and prepared pursuant to, the Access and Indemnification Agreement between the City of Kenosha and Old Carco Liquidation Trust regarding the repair of a section of the wastewater treatment system at the Kenosha Engine Plant Property into which the City entered by Common Council action at its regular meeting on October 7, 2013, signaling that the work on the wastewater treatment system required in that Access and Indemnification Agreement have been completed;

waiving all other infirmities, specifically including the absence of an agreement on the manner through which the United States and EDC would release debtor-in-possession liens.

**BE IT FURTHER RESOLVED** that the Mayor is authorized to execute all documents and other actions necessary to effectuate the acceptance of title to the Kenosha Engine Plant Property, upon his satisfaction that the conditions listed herein have been satisfied.

Adopted this \_\_\_\_\_ day of \_\_\_\_\_, 2013.

ATTEST:

\_\_\_\_\_  
Debra Salas, City Clerk/Treasurer

APPROVED:

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

Drafted By:  
EDWARD R. ANTARAMIAN  
City Attorney

## DEPARTMENT OF NATURAL RESOURCES

### IN THE MATTER OF:

**The City of Kenosha and Wisconsin Department of Natural Resources' agreement to investigate and clean up the Kenosha Engine Plant (former Chrysler facility), using \$10 Million in funding from the Environmental Reserve Cash in the Site Specific Account.**

Former Chrysler Kenosha Engine Plant  
Located at 5555 30<sup>th</sup> Avenue  
Kenosha, WI 53144

### Intergovernmental Agreement: City of Kenosha, Wisconsin

#### RECITAL

WHEREAS, the Wisconsin Department of Natural Resources ("WDNR") and the City of Kenosha ("City") have decided to enter this intergovernmental agreement ("Agreement"), pursuant to s. 66.0301, Wis. Stats., to facilitate the investigation, cleanup and redevelopment of the former Chrysler Kenosha Engine Plant Property ("Property") as defined in Exhibit A; and

WHEREAS, WDNR and the U.S. Environmental Protection Agency ("EPA") have determined that the City is not presently, and would not be, a responsible party by virtue of acquiring title the City as an involuntary transferee of the Property or by undertaking Environmental Response Actions (as that term is defined herein), as contemplated in Paragraph 24 of the *Stipulation and Agreed Order By and Between Old Carco Liquidation Trust, the State of Wisconsin, the City of Kenosha, Wisconsin, the United States of America and the First Lien Agent Resolving Disputes Related to the Debtors' Former Kenosha Engine Plant and Certain Related Real Estate* (Case No. 09-5002) ("Stipulation and Agreed Order"), by the letter of the WDNR to the City dated December 8, 2011, and by the letter of the EPA to the City dated June 29, 2012; and

WHEREAS, WDNR and the City have determined to take direct action under Chapter 292, Wisconsin Statutes, ("Spill Law"), at the Property to investigate and achieve regulatory closure at the Property, to the extent Funding, as defined herein, is available and allocated to the Property to avert potential environmental pollution from the Property, because no responsible party has yet been willing to undertake the Environmental Response Actions; and

WHEREAS, the City will secure title to the Property pursuant to the Stipulation and Agreed Order in order to undertake Environmental Response Actions (as that term is defined herein) with a goal to investigate and achieve regulatory closure at the Property, to the extent Funding, as defined herein, is available and allocated to the Property; and

WHEREAS, pursuant to Paragraph 25 of the Stipulation and Agreed Order, \$10 M is to be provided to a Site Specific Account for the sole purpose of funding Environmental Response

Actions (as that term is defined herein) at the Property, and WDNR and the City have entered into this Agreement to share resources and to implement Environmental Response Actions (as that term is defined herein) at the Property in accordance with applicable law, with the goal of achieving case closure; and

WHEREAS, the City intends to conduct Environmental Response Actions (as that term is defined herein), at the Property to the extent Funding, as defined herein, is available and allocated to the Property, including but not limited to, responding to contamination that may have historically emanated from the Property, receiving the appropriate environmental response action approvals from the WDNR under s. 292.11, Stats, the chapter NR 700 comprehensive administrative rule series, and if the City elects to, pursuing a voluntary party liability exemption in accordance with s. 292.15, Stats.;

WHEREAS, the City and WDNR agree that the funds from the "Site Specific Account" as that term is defined in the Stipulation and Agreed Order, shall be used solely to fund Environmental Response Actions (as defined herein) and expenses associated with administering the Site Specific Account; and

WHEREAS, pursuant to paragraph 25 of the Stipulation and Agreed Order, WDNR entered into an Environmental Escrow Agreement with the United States government, Export Development Canada, and U.S. Bank National Association for management of the \$10M in the Site Specific Account, to which the City was not a signatory; therefore, the WDNR being bound by the terms of the Site Specific Account has elected to partner with the City and Utilize the City's expertise and environmental consultant to conduct the Environmental Response Actions contemplated under this Agreement;

WHEREAS, this Agreement is desirable to outline the roles and responsibilities of WDNR and the City to obtain payment from the Funds in the Site Specific Account for Environmental Response Actions contemplated under this Agreement; and

WHEREAS, in consideration of, and in exchange for, the promises and mutual understandings and covenants contained herein, and intending to be bound legally hereby, WDNR and the City, by their authorized representatives, have agreed to the execution of this Agreement.

## **AGREEMENT**

NOW, THEREFORE, based upon the above recitals and the terms and conditions set forth below, WDNR and the City (collectively, the "Parties") agree as follow:

### **1) DEFINITIONS**

- a) For purposes of this Agreement, "Environmental Response Actions" shall mean: (i) Environmental Response Actions as defined in paragraph 25 of the Stipulation and Agreed Order, and (ii) associated administrative expenses.
- b) For purposes of this agreement, "Funding" refers to the money in the Site Specific Account, referred to as the Escrow Funds in the Site Specific Escrow Agreement.

### **2) PARTIES BOUND**

- a) The WDNR and the City have entered into this Agreement, pursuant to s. 66.0301, Wis. Stats., which authorizes the WDNR to negotiate and enter into an Agreement with a Municipality to facilitate the cleanup and redevelopment of the Property.
- b) This Agreement shall apply to and be binding upon the undersigned Parties. The undersigned representative of each Party certifies that he or she is fully authorized by the Party whom he or she represents to enter into this Agreement and to execute and legally bind such party to the terms of this Agreement.
- c) The WDNR and the City have entered into the Stipulation and Agreed Order to facilitate the clean-up and redevelopment of the Property. This Agreement supplements the Stipulation and Agreed Order, and the WDNR and the City recognize that the Stipulation and Agreed Order controls the actions at the Property, to the extent provided therein.
- d) This Agreement constitutes an integral part of the WDNR's and the City's partnership which is intended to conduct Environmental Response Actions, as defined herein, at the Property to the extent Funding is available and allocated to the Property. Nothing in this Agreement shall be construed as an admission of fact or liability by the WDNR or the City for any matters other than the contractual obligation between the Parties as further described in this Agreement. WDNR and the City agree to undertake all actions required by the terms and conditions of this Agreement and consent to and will not contest or legally challenge the validity of this Agreement, or the authority of the other Party to enter into this Agreement.
- e) The WDNR and the City agree to meet routinely and to discuss the Scope(s) of Work for Environmental Response Actions at the Property, conduct any necessary Property inspections, and discuss other funding as awarded.
- f) Nothing in this Agreement shall, or shall be construed to impair the City's status as a non-responsible party pursuant to the Stipulation and Agreed Order and the letter of the WDNR to the City dated December 8, 2011.
- g) Nothing in this Agreement adversely affects the Parties' rights to require other parties to take action to restore the environment under applicable laws, including but not limited to ch. 292, Wis. Stats., or to recover its expenditures from responsible parties under ss. 292.11(7)(b) or 292.31(8) or 292.33 or 292.81, Wis. Stats., or 42 U.S.C. Section 9607 (CERCLA §107 or 113).

### **3) CITY AGREEMENTS AND OBLIGATIONS**

- a) The City has hired a Contractor in accordance with state and local laws to conduct Environmental Response Actions on the Property to the extent Funding is available and allocated to the Property, as will be defined in mutually agreed upon Scopes of Work.
- b) Funds from the Site Specific Account may be used to pay for Environmental Response Actions conducted under a Scope of Work approved by WDNR, the City and EPA, in accordance with the Stipulation and Agreed Order, s. 292.11, Stats., the Ch. NR 700 administrative rule series, and potentially s. 292.15, Stats. The \$10 Million in Funds, including interest, from the Site Specific Account shall be used solely for Environmental Response Actions and costs associated with administering the Site Specific Account.

- c) Funds may only be used for demolition activities (e.g., removal of concrete, piping, utilities, etc.) that are necessary in order to conduct Environmental Response Actions. The City shall assure through the development of a waste management plan the proper recycling and disposal of any materials that are generated by the demolition in accordance with all applicable laws. The City, through its Contractor, will submit all required notifications to the WDNR, reports and decommissioning plans, in accordance with local, state and federal laws. All state air regulations, especially those pertaining to asbestos, shall be followed.
- d) The City agrees to oversee the development of the below described documents (the “Environmental Response Action Documents”), unless otherwise directed by the WDNR. The City agrees to submit drafts to WDNR for its review and comment, and then to submit final documents for approval by WDNR.

The WDNR shall then, as necessary under the Stipulation and Agreed Order, submit the documents to the EPA within thirty (30) days of WDNR’s approval of the same.

Documents that must be submitted to and approved by the WDNR and EPA prior to commencing work:

- i) Project budget and scope of work;
  - ii) Health and safety plan;
  - iii) Work plans and location maps;
  - iv) Sampling plans.
- e) All work to be performed by the City and its Contractor(s) pursuant to this Agreement shall be done in accordance with applicable local, state and federal law, including the Ch. NR 700 administrative rule series.
  - f) Reports that are required by the ch. NR 700 rule series, other than routine reporting, should be submitted to the WDNR in draft form for comment, prior to finalization by the City.
  - g) The City will commence Environmental Response Actions as soon as reasonably practical and shall diligently pursue work through case closure, to the extent Funding is available and allocated to the Property. The City shall submit to WDNR Distribution Requests no more frequently than every two weeks, but at least monthly, unless another schedule is mutually agreed to by the Parties.
  - h) The City agrees to conduct all public outreach activities that the WDNR determines are necessary in accordance with ch. NR 714, Wis. Admin. Code, with the cooperation and assistance of the WDNR. The Parties agree that such activities are Environmental Response Actions.
  - i) The City shall comply with its obligations relating to the submission of Distribution Requests, as detailed in Section 5(a).

#### **4) WDNR AGREEMENTS AND OBLIGATIONS**

- a) The WDNR agrees to assist the City in conducting Environmental Response Actions, including remediating any hazardous substance contamination at or emanating from the Property that would otherwise not be remedied, because no responsible party is taking action to remedy the contamination.
- b) The WDNR agrees that the majority of the Funding shall be used to pay the City and its consultant for costs associated with carrying out the WDNR-approved Environmental Response Actions at the Property, including responding to any migration of hazardous substances emanating from the Property. The Parties recognize that, along with the Distribution Requests from the City, the WDNR may also submit to EPA requests for payment from the Site Specific Fund for WDNR's Environmental Response Action expenses provided the Site Specific Escrow Account is operational.
- c) WDNR shall promptly review Distribution Requests received from the City and process such Distribution Requests as provided herein in Section 5(a). WDNR shall provide the City with contemporaneous copies of all correspondence to and from the EPA related to Distribution Requests and EPA's review of any Environmental Response Action Documents. The parties recognize that WDNR is bound by the terms of the Site Specific Escrow Agreement and that Distribution Requests will be processed in a manner consistent with the Site Specific Escrow Agreement.
- d) The WDNR Project Manager or a designee shall have the authority, pursuant to this Agreement, to: (1) take samples or direct that samples be taken; (2) direct that work stop whenever s/he determines that activities at the Property may create a danger to public health or welfare or to the environment; (3) observe, take photographs and video, and make other such reports on the progress of the work as deemed appropriate; (4) review records, files and documents relevant to this Agreement; and (5) make or authorize, in consultation with the City, minor field modifications to the work covered by this Agreement with respect to techniques, procedures or design utilized in carrying out this Agreement.

## **5) SPECIAL CONDITIONS**

- a) Payment. The payment process under this Agreement shall operate as follows:
  - i) After the completion of Environmental Response Actions or portions thereof, the City shall oversee the preparation of documentation including an itemized invoice regarding Environmental Response Actions completed, information demonstrating that the City or its contractor has completed all or portions of the agreed-upon Scope of Work for which payment is requested, the identity of the party conducting such Environmental Response Actions, and that party's qualifications to do such work (a "Distribution Request") and submit two (2) complete copies to WDNR. The City shall communicate with WDNR regarding any additional requested information relating to a Distribution Request.
  - ii) The City's project coordinator will review the Distribution Request. If acceptable, the City project coordinator will approve the Distribution Request, complete the WDNR's Distribution Request form and send the invoices and form to the WDNR project coordinator.
  - iii) The WDNR project coordinator and manager will review the submittal and, within

thirty (30) days of receipt, shall either approve and submit the Distribution Request to EPA or request additional information from the City. If approved, WDNR will transmit the Distribution Request to the EPA with all EPA-required documentation.

- iv) Upon approval by EPA, a payment shall be made to the City by the Escrow Agent from the Site Specific Account by check or electronic transfer. Upon receipt of funds, the City shall (1) submit payment to the consultant or contractor; or (2) place the funds in a City account.
- b) Mileage. Mileage claimed on contractor or sub-contractor or City invoices for Environmental Response Action activities shall not exceed the IRS's Standard Mileage Rate for the year in which the costs were incurred. The standard mileage rate for business is based on an annual study of the fixed and variable costs of operating an automobile is established by the IRS. Each year's rates can be found at [www.IRS.gov](http://www.IRS.gov).
- c) Sub-Contractor Mark-Ups. Sub-contractor mark-ups claimed on contractor invoices for Environmental Response Actions shall not exceed 10%.
- d) Status of Funding. At a minimum, the City, EPA, Wisconsin and Escrow Agent will communicate on a quarterly basis as to the status the Site Specific Account for the Property.
- e) Access. Each Party's employees and authorized representatives shall have the authority to access records, operating logs, agreements and other documents relating to the implementation of this Agreement maintained by the other party, including but not limited to the ability to perform the following actions: review the progress of the City in implementing this Agreement; conduct such tests as the WDNR project manager or project coordinator deems necessary; use a camera, sound or video recording, or other documentary type equipment, and verify the data submitted to the WDNR by the City. The Parties shall permit such authorized representatives to inspect and copy all records, files, photographs, documents, and other writings, including all sampling and monitoring data, which pertain to this Agreement. The Parties shall honor all reasonable requests for such access conditioned only upon presentation of proper credentials by the other Party.

Nothing herein shall be construed as restricting the inspection or access authority of the WDNR or the City under any statute or rule.

## **6) PUBLIC RECORDS**

All information paid for pursuant to this Agreement is part of the public record and will be available for review pursuant to state law.

## **7) MODIFICATION OF WORK**

In the event that WDNR or the City determines that either a modification of the planned work or additional work is necessary to accomplish the objectives of this Agreement, notification in writing and amended documents prepared in accordance with paragraph 3(d) shall be provided to the other Party. Any modified or additional work determined to be necessary by the City shall be subject to approval requirements and terms contained

in this Agreement.

## 8) PROGRESS REPORTS

The City of Kenosha shall submit progress reports on a semi-annual basis to the WDNR project coordinator. The reports will be due by the 15<sup>th</sup> of January and July for the duration of this Agreement and will summarize the previous six month's activities. The progress reports must document incremental progress at achieving the project goals and milestones. Semi-annual progress reports will typically include:

- a) Documentation of progress at meeting performance outcomes/outputs, project narrative, project timeline and an explanation for any delays in meeting established output/outcomes.
- b) An update on project milestones.
- c) Costs incurred.
- d) Any reports, documents, data or other information requested by the WDNR.

The City of Kenosha shall submit a final report documenting the activities completed upon the exhaustion of the Funds in the Site Specific Account. The report shall be submitted to the WDNR along with the final Distribution Request under this Agreement. The report should be a summary of the work accomplished and funding spent. This report is not expected to be more than 10 pages in length.

## 9) SUBMISSION OF DOCUMENTS, CORRESPONDENCE AND PROJECT CONTACTS

WDNR Project Manager  
Dave Volkert, Hydrogeologist  
WDNR Waukesha Service Center  
141 NW Barstow Street  
Waukesha, WI 53188  
(262) 574-2166 or David.Volkert@Wisconsin.Gov

WDNR Project Coordinator  
Shelley Fox  
WDNR – RR/5  
PO Box 7921  
Madison, WI 53707-7921  
(608) 266-5798 or Shelley.Fox@Wisconsin.Gov

Documents to be submitted to the City of Kenosha shall be sent to:

City Project Manager  
Shelly Billingsley, P.E.  
City of Kenosha  
625 52<sup>nd</sup> Street  
Kenosha, WI 53140  
(262) 653-4149 or sbillingsley@kenosha.org

AND

Sue Clouthier  
Deputy Finance Director  
625 52<sup>nd</sup> Street  
Kenosha, WI 53140  
(262)-653-4195 or sclouthier@kenosha.org

Reports should be sent in both paper and electronic formats to the WDNR Project Manager and in electronic format to the WDNR Project Coordinator.

#### **10) EFFECTIVE DATE**

This Contract shall be executed by the City before being executed by WDNR. When WDNR executes this Contract, the WDNR shall enter an effective date immediately below the WDNR's signature which shall be a minimum of five (5), but not greater than ten (10) business days after the date of mailing (first class postage prepaid) by the WDNR to the City of a fully executed copy of the Contract.

#### **11) SUBSEQUENT AMENDMENT**

In addition to the procedures set forth in Sections V, VI and VII of this Agreement, this Agreement may be amended by mutual agreement by the WDNR and the City of Kenosha. Any amendment of this Agreement shall be in writing, signed by the WDNR and the City of Kenosha and shall have as the effective date that date on which the last party signed such amendment.

#### **12) TERMINATION AND SATISFACTION**

The provisions of this Agreement shall be deemed satisfied upon receipt by the City of Kenosha of written notice from the WDNR that the City of Kenosha has documented that all of the terms of this Agreement, including any modified or additional work, or amendments, have been completed in accordance with the terms hereof to the satisfaction of the WDNR. Upon the submission of such documentation by the City of Kenosha, said written notice shall not be unreasonably withheld or delayed by the WDNR.

Notwithstanding anything to the contrary in this Agreement, with the exception of any required reporting pursuant to paragraph 8 herein, this Agreement shall be of no further force or effect upon the exhaustion of the Funding in the Site Specific Account.

The Parties, whose signatures appear below, or on separate signature pages, hereby agree to the terms of this Agreement. Each person signing this Agreement represents and warrants that he or she has been duly authorized by the WDNR or City of Kenosha, as the case may be, to execute and legally bind the respective parties to the terms of this Agreement. This agreement may be signed in counterparts which, when taken together, shall constitute one in the same document.

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**CITY OF KENOSHA**

**WISCONSIN DEPARTMENT OF  
NATURAL RESOURCES**

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

By \_\_\_\_\_  
Cathy Stepp, Secretary

\_\_\_\_\_  
(Date)

\_\_\_\_\_  
(Date)

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

\_\_\_\_\_  
(Date)

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