



Agenda
Special Meeting
Stormwater Utility Committee
625 52nd Street, Room 202
Monday, November 7, 2016
6:30 PM

Chairperson Jesse Downing
Vice Chairperson Kevin E. Mathewson
Alderman David F. Bogdala

Alderman John Fox
Alderman Mitchell Pedersen
Alderman G. John Ruffolo

Call to Order
Roll Call
Citizens Comments

Approval of the minutes of the meeting held on October 10, 2016.

1. Permanent Storm Sewer and Detention Pond Easement and Agreement between Kenosha Unified School District (Bullen Middle School) and the City of Kenosha. (District 10)
2. Stormwater Drainage Facilities Maintenance Agreement between the City of Kenosha and Kenosha Unified School District (Bullen Middle School). (District 10)
3. Permanent Storm Sewer and Detention Pond Easement and Agreement between 6441 Holdings, LLC and the City of Kenosha. (District 16)
4. Stormwater Drainage Facilities Maintenance Agreement between the City of Kenosha and 6441 Holdings, LLC. (District 16)

ALDERPERSONS' COMMENTS

IF YOU ARE DISABLED AND NEED ASSISTANCE, PLEASE CALL 653-4050 BY NOON BEFORE THIS MEETING TO MAKE ARRANGEMENTS FOR REASONABLE ON-SITE ACCOMMODATIONS.

STORMWATER UTILITY COMMITTEE
- MINUTES -

MONDAY, OCTOBER 10, 2016
5:30 P.M.

Chairperson Jesse Downing
Vice Chairperson Kevin E. Mathewson
Aldersperson David F. Bogdala

Aldersperson John Fox
Aldersperson Mitchell Pedersen
Aldersperson G. John Ruffolo

The regular meeting of the Stormwater Utility Committee was held on Monday, October 10, 2016 in Room 202 of the Municipal Building. The following members were present: Chairperson Jesse Downing, Vice Chairperson Kevin E. Matheson, Alderspersons David F. Bogdala, John Fox and Mitchell Pedersen. Aldersperson G. John Ruffolo was excused. The meeting was called to order at 7:53 PM. Staff members in attendance were Shelly Billingsley, Director of Public Works and Ed St. Peter, General Manager of Water.

Citizen's Comments – None

Approval of minutes of meeting held on October 3, 2016.

It was moved by Aldersperson Mathewson, seconded by Aldersperson Pedersen to approve. Motion passed 5-0.

1. Permanent Storm Sewer and Detention Pond Easement and Agreement between O'Reilly Automotive Stores, Inc. and the City of Kenosha. (District 12)

It was moved by Aldersperson Pedersen, seconded by Aldersperson Mathewson to approve. Motion passed 5-0.

2. Stormwater Drainage Facilities Maintenance Agreement between the City of Kenosha and O'Reilly Automotive Stores, Inc. (District 12)

It was moved by Aldersperson Pedersen, seconded by Aldersperson Bogdala to approve. Motion passed 5-0.

3. Disbursements for the month of September 2016.

It was moved by Aldersperson Pedersen, seconded by Aldersperson Mathewson to receive and file. Motion passed 5-0.

ALDERPERSONS' COMMENTS – None

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 7:57 PM.*

SHELLY BILLINGSLEY, MBA, PE

Director of Public Works
 sbillingsley@kenosha.org
 625 52nd Street, Room 305
 Kenosha, WI 53140

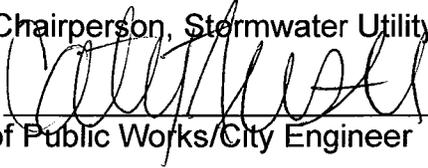


CATHY AUSTIN, PE

Deputy Director of Public Works/City Engineer
 caustin@kenosha.org
 T: 262.653.4050
 F: 262.653.4056

October 31, 2016

To: Jesse Downing, Chairperson, Stormwater Utility Committee

From: Cathy Austin, PE 
 Deputy Director of Public Works/City Engineer

Subject: Permanent Storm Sewer and Detention Pond Easement and Agreement between Kenosha Unified School District (Bullen Middle School) and the City of Kenosha. (District 10)

BACKGROUND INFORMATION

Staff has worked with the City Attorney's office on the agreement.

RECOMMENDATION

Staff recommends approval.

CMA/kjb

PERMANENT STORM SEWER AND DETENTION
POND EASEMENT AND AGREEMENT BETWEEN
KENOSHA UNIFIED SCHOOL DISTRICT AND THE
CITY OF KENOSHA

Document Number

Document Title

This space is reserved for recording data

Return to:

Office of the City Attorney
Attorney Jonathan A. Mulligan
625 52nd Street, Room 201
Kenosha, WI 53140

07-222-23-476-011

Parcel Identification Number

PERMANENT STORM SEWER AND DETENTION POND
EASEMENT AND AGREEMENT

Between

KENOSHA UNIFIED SCHOOL DISTRICT
A Wisconsin Common School District

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 Kenosha Unified School District, a Wisconsin common school district duly organized and existing under the laws of the State of Wisconsin with offices located at 3600 52nd Street, Kenosha, Wisconsin 53144 (“Grantor”), and the City of Kenosha, a municipal corporation duly organized and existing under the laws of the State of Wisconsin with offices located at 625 52nd Street, Kenosha, Wisconsin 53140 (“Grantee”).

Grantor is the owner of the real estate legally described on Exhibit A situated in the City of Kenosha, County of Kenosha, and State of Wisconsin, hereinafter referred to as the “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 non-exclusive permanent easement, in, to and under and across that certain portion of the Real Estate legally described and shown on Exhibit B (the “Easement Area”) to install, construct, expand, reconstruct, repair, remove, replace, inspect, and maintain, storm sewer, stormwater ponds and appurtenances as described in the Conditional Use Permit, the approved Stormwater Management Plan, and the Stormwater Drainage Facilities Maintenance Agreement, copies of which are on file with the City of Kenosha Department of Community Development and Inspections and the Department of Public Works, all of which is hereafter referred to as the “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 improvements, structures and obstructions interfering with the Permitted Work. Grantor will not push, plow or deposit snow, ice, or 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 Conditional Use Permit, no improvements, structures, landscaping or pavement 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 case of emergency in which event Grantee shall provide such notice to Grantor as Grantee is reasonably able to provide under the circumstances, to enter and pass over the Real Estate in order 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 landscaping, fencing, concrete and asphalt surfaces, or other improvements, structures, or pavement 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. Nonuse or limited use of the easement rights granted in this Easement and Agreement shall not prevent later use of the easement to the fullest extent authorized in this Easement and Agreement and re-recording of this Easement and Agreement as a result thereof shall not be required. 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:

KENOSHA UNIFIED SCHOOL DISTRICT
A Wisconsin Common School District

By: _____
TAMARRA COLEMAN
President, Board of Education

Date: _____

By: _____
PATRICK FINNEMORE
Director of Facilities

Date: _____

STATE OF WISCONSIN)
:SS.
KENOSHA COUNTY)

Personally came before me this ____ day of _____, 2016, Tamarra Coleman, President of the Board of Education and Patrick Finnemore, Director of Facilities for the Kenosha Unified School District, a Wisconsin Common School District, to me known to be such President and Director of Facilities of said common school district, and acknowledged that they executed the foregoing instrument as such officers as the agreement of said common school district by its authority.

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

EXHIBIT A
LEGAL DESCRIPTION OF PROPERTY

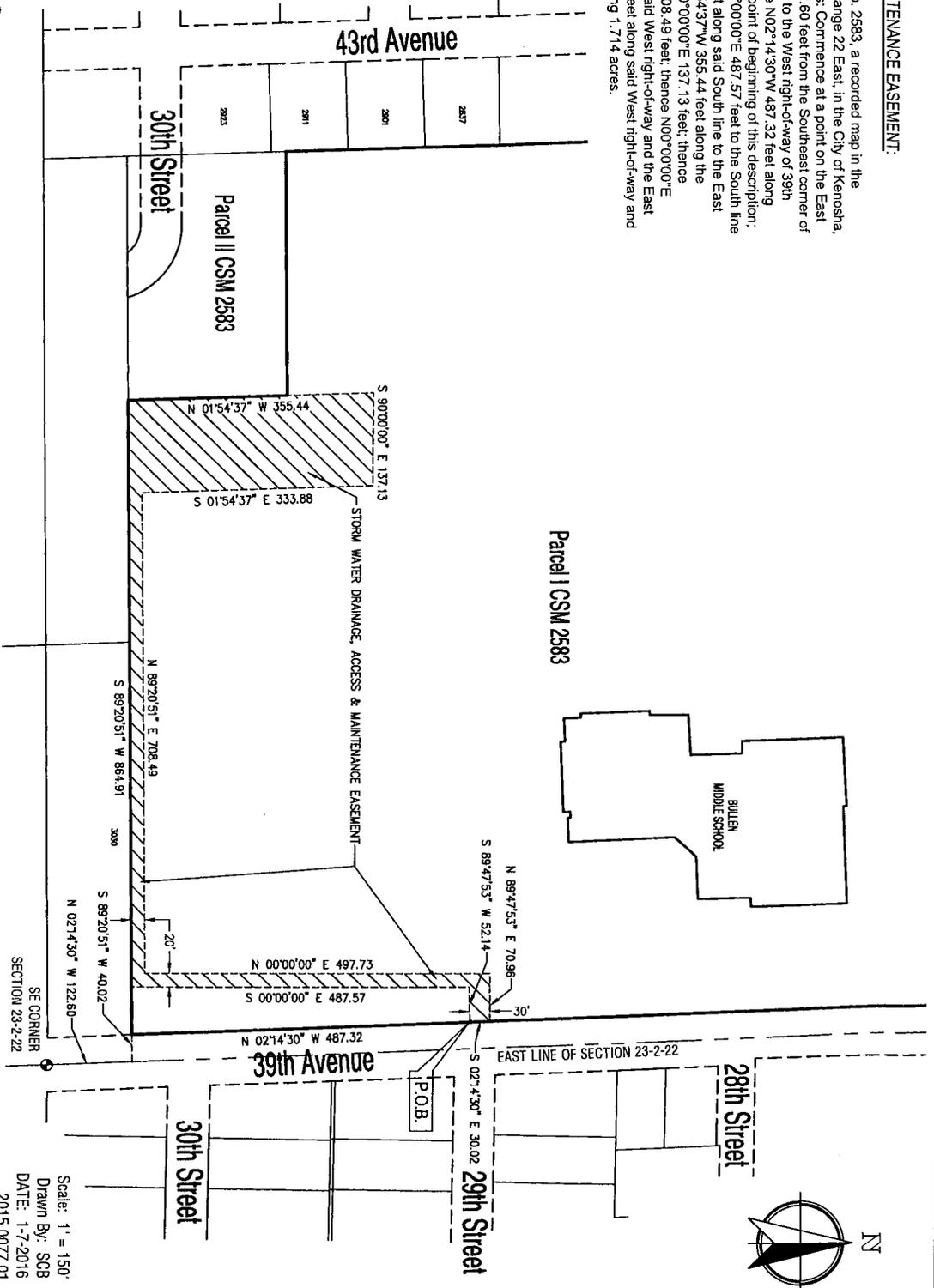
Parcel 1 of Certified Survey Map No. 2583 recorded in the Office of the Register of Deeds for Kenosha County, Wisconsin on August 6, 2007 as Document No. 1529781, said premises being located in the Southeast $\frac{1}{4}$ of Section 23, Town 2 North, Range 22 East, City of Kenosha, Kenosha County, Wisconsin.

Parcel Identification Number: 07-222-23-476-011

EXHIBIT B

STORM WATER DRAINAGE, ACCESS & MAINTENANCE EASEMENT:

Being part of Parcel I of Certified Survey Map No. 2583, a recorded map in the Southeast 1/4 of Section 23, Township 2 North, Range 22 East, in the City of Kenosha, Kenosha County, Wisconsin, bounded as follows: Commence at a point on the East line of said Section 23 located N02°14'30"W 122.60 feet from the Southeast corner of said Section 23; thence S89°20'51"W 40.02 feet to the West right-of-way of 39th Avenue and the East line of said Parcel I; thence N02°14'30"W 487.32 feet along said West right-of-way and said East line to the point of beginning of this description; run thence S89°47'53"W 52.14 feet; thence S00°00'00"E 487.57 feet to the South line of said Parcel I; thence S89°20'51"W 864.91 feet along said South line to the East line of Parcel II of said CSM 2583; thence N01°54'37"W 355.44 feet along the Northernly projection of said East line; thence S90°00'00"E 137.13 feet; thence S01°54'37"E 333.88 feet; thence N89°20'51"E 708.49 feet; thence N00°00'00"E 497.73 feet; thence N89°47'53"E 70.96 feet to said West right-of-way and the East line of said Parcel I; thence S02°14'30"E 30.02 feet along said West right-of-way and said East line to the point of beginning. Containing 1.714 acres.



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 nmbsc.net

Scale: 1" = 150'
 Drawn By: SOB
 DATE: 1-7-2016
 2015.0077.01
 Storm Water Drainage, Access & Maintenance Easement Exhibit
 BULLEN MIDDLE SCHOOL
 City of Kenosha, Wisconsin

SHELLY BILLINGSLEY, MBA, PE

Director of Public Works
sbillingsley@kenosha.org
625 52nd Street, Room 305
Kenosha, WI 53140

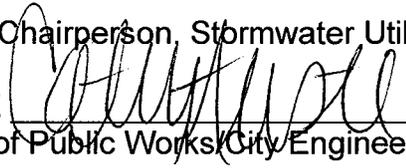


CATHY AUSTIN, PE

Deputy Director of Public Works/City Engineer
caustin@kenosha.org
T: 262.653.4050
F: 262.653.4056

October 31, 2016

To: Jesse Downing, Chairperson, Stormwater Utility Committee

From: Cathy Austin, PE 
Deputy Director of Public Works/City Engineer

Subject: Stormwater Drainage Facilities Maintenance Agreement between the City of Kenosha and Kenosha Unified School District (Bullen Middle School). (District 10)

BACKGROUND INFORMATION

Staff has worked with the City Attorney's office on the agreement.

RECOMMENDATION

Staff recommends approval.

CMA/kjb

STORMWATER DRAINAGE FACILITIES
MAINTENANCE AGREEMENT BETWEEN THE
CITY OF KENOSHA AND KENOSHA UNIFIED
SCHOOL DISTRICT

Document Number

Document Title

Return to:

Jonathan A. Mulligan
Office of the City Attorney
City of Kenosha
625 52nd Street, RM 201
Kenosha, WI 53140

07-222-23-476-011
Parcel Identification Number

STORMWATER DRAINAGE FACILITIES
MAINTENANCE AGREEMENT

Between

THE CITY OF KENOSHA
A Municipal Corporation

And

KENOSHA UNIFIED SCHOOL DISTRICT
A Wisconsin Common School District

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 with offices located at 625 52nd Street, Kenosha, Wisconsin 53140 (“City”), and Kenosha Unified School District, a Wisconsin common school district duly organized and existing under the laws of the State of Wisconsin with offices located at 3600 52nd Street, Kenosha, Wisconsin 53144 (“Owner”), collectively referred to as the Parties.

WITNESSETH:

Whereas, Kenosha Unified School District 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 the “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 stormwater drainage facilities as shown on the plans approved as part of the Conditional Use Permit (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 the 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, the City and the Owner agree as follows:

1. The Owner and the Owner's successors and assigns, including any owners' association (all together, the "Owner"), 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 Stormwater Inspection and Maintenance Checklist 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 shall keep the Stormwater Inspection and Maintenance Checklist from past inspections, as well as a log of maintenance activity with respect to the Stormwater Management Facilities indicating the date and type of maintenance completed ("Maintenance Log") for a period of three (3) years following such inspection or maintenance. The Stormwater Inspection and Maintenance Checklist and the Maintenance Log shall be made available upon request to the City Stormwater Utility for review. The purpose of the inspections is to assure safe and proper functioning of the Stormwater Management Facilities on the Real Estate. The inspections shall cover all Stormwater Management Facilities on the Real Estate including, but not limited to, conveyance systems, berms, outlet structures, basin areas and access roads. Any deficiencies shall be noted in the Stormwater Inspection and Maintenance Checklist.
2. The Owner shall adequately maintain all Stormwater Management Facilities on the Real Estate, including, but not limited to, all pipes and channels built to convey stormwater to and from 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, hereinafter referred to as "Maintenance Standards".
3. The Owner hereby grants 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 to investigate reported deficiencies, respond to citizen complaints, and 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 copies of the inspection findings ("Inspection Reports"), specifically indicating any corrective actions required to bring the Stormwater Management Facilities into 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, 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 fails to maintain the Stormwater Management Facilities on the Real Estate 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 following notice from the Director of the City Stormwater Utility, the City may take one or more of the following actions:

- a. Issue a citation to the Owner 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 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 in accordance with Section 6 below. Except for the Stormwater Management Facilities required pursuant to 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, this provision shall not be construed to allow the City to erect any structure of a permanent nature on the land of the Owner or to make any alterations to any existing structure on the Real Estate. 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 the Owner submits a revised Stormwater Inspection and Maintenance Checklist and confirms to the satisfaction of the Director of the City Stormwater Utility that all required corrective actions have been taken.
5. The Owner 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 by City 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 shall reimburse the City within thirty (30) days of receipt of written demand for payment of all actual costs incurred by the City hereunder. Failure of the Owner to reimburse the City within thirty (30) days shall result in the costs being assessed against the Real Estate as a special charge pursuant to Section 66.0627, Wisconsin Statutes.
 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 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 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, certified, return receipt requested, postage prepaid, or equivalent private overnight delivery service, addressed to the respective Party at the addresses stated below:

a. Owner:

Kenosha Unified School District
Attn: Patrick M. Finnemore
Director of Facilities
3600 52nd Street
Kenosha, Wisconsin 53144

b. City:

City Clerk/Treasurer
City of Kenosha
625 52nd Street, Room 305
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 any Permanent Storm Sewer and Detention Pond Easement and Agreement by and between the Owner and the City in connection with the Stormwater Management Facilities.

Signature pages follow

KENOSHA UNIFIED SCHOOL DISTRICT
A Wisconsin Common School District

BY: _____
TAMARRA COLEMAN
President, Board of Education

Date: _____

BY: _____
PATRICK FINNEMORE
Director of Facilities

Date: _____

STATE OF WISCONSIN)
:SS.
KENOSHA COUNTY)

Personally came before me this ____ day of _____, 2016, Tamarra Coleman, President of the Board of Education and Patrick Finnemore, Director of Facilities for the Kenosha Unified School District, a Wisconsin Common School District, to me known to be such President and Director of Facilities of said common school district, and acknowledged that they executed the foregoing instrument as such officers as the agreement of said common school district by its authority.

Print Name: _____
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

Parcel 1 of Certified Survey Map No. 2583 recorded in the Office of the Register of Deeds for Kenosha County, Wisconsin on August 6, 2007 as Document No. 1529781, said premises being located in the Southeast $\frac{1}{4}$ of Section 23, Town 2 North, Range 22 East, City of Kenosha, Kenosha County, Wisconsin.

Parcel Identification Number: 07-222-23-476-011

WET- RETENTION BASIN MAINTENANCE STANDARDS

Bullen Middle School, Kenosha Unified School District, City of Kenosha, Kenosha County, WI

Maintenance Component	Defect	Conditions When Maintenance is Needed	Results Expected When Maintenance is Performed
General Site Conditions	Greenspace	Any evidence of erosion or vegetation in poor condition.	Vegetation replanted or erosion control installed.
	Curb & Gutter	Condition of curb & gutter or debris shall not impede proper drainage.	Curb & gutter shall provide proper drainage.
	Catch Basins	Any accumulated sediment or debris.	Structures shall be clean of all sediment and debris.
	Storm Sewer	Any condition causing erosion or that prevents proper functioning of the system.	Storm sewer system shall be repaired as necessary to function as designed.
	Gutters / Downspouts	Any accumulated sediment or debris.	Gutters & downspouts shall be clean and free flowing.
Side Slopes and Embankments	Trash & Debris	Any visual evidence of dumping, trash or debris.	Trash and debris cleared from site.
	Vegetation	Insert conditions from approved Operation and Maintenance Plan. Cut vegetation should be removed from areas where it could enter the pond, either when the pond level rises or by rainfall runoff.	When cutting is needed, grass/ground cover should be mowed to 6 inches in height. Trees and bushes should be removed where they interfere with pond maintenance activities; e.g., at the inlet, outlet and near engineered structures.
	Rodent Holes	Any evidence of rodent holes or water piping through dam or berm.	Rodents destroyed and dam or berm repaired.
	Tree Growth	Tree growth does not allow maintenance access or interferes with maintenance activity (i.e. slope mowing, silt removal or equipment movements).	Trees do not hinder maintenance activities.
	Erosion	Eroded damage where cause of damage is still present or where there is potential for continued erosion.	Slopes should be stabilized by using appropriate erosion control measures; e.g., rip-rap, vegetation, erosion mat, compaction.
Inlet/Outlet Pipe	Debris and Sediment	Sediment or debris clogging the pipe opening.	No clogging or blockage in the inlet and outlet piping.
	Damaged	Rust is causing more than 50% deterioration to any part of metal pipes, cracks in plastic pipe or cracks or exposed rebar in concrete pipes.	Pipe repaired or replaced.
		Any dent that decreases the cross-section area of pipe by more than 10% or impedes flow.	Pipe repaired or replaced.
	Erosion/Scouring	Eroded or scoured bottom at inlet or outlet pipes; undermining of structure or end section.	Area should be stabilized by using appropriately sized rock rip-rap.
	Damaged or Missing Orifice Plate	Control device is not working properly due to missing, out of place, or bent orifice plate.	Plate is in place and works as designed.
Orifice Plate Obstructions	Any trash, debris, sediment or vegetation blocking the plate.	Plate is free of all obstructions and works as designed.	
Trash Racks/Hoods	Trash and Debris	Trash or debris plugging the barrier openings.	Barrier clear to receive capacity flow.
	Damaged/Missing Bars or Hood	Bars or hood are bent out of shape.	Bars in place with no bends more than 3/4 inch.
		Bars are missing or entire barrier missing.	Bars in place according to design.
	Bars are loose and rust is causing 50% deterioration to any part of barrier.	Repair or replace barrier to design standards.	
Pool Area	Sediment Accumulation in Pond Bottom	Sediment accumulations in pond bottom that exceeds the design sediment depth.	Sediment cleaned out to designed pond shape and depth; pond restored.
	Water Level	Water level does not drain down to normal pool elevation.	Check outlet structure and downstream conveyance systems for obstructions.
	Oil Sheen on Water	Prevalent and visible oil sheen.	Remove oil from water by use of oil-absorbent pads or by vac truck. Identify source of problem and correct.
Overflow Spillway	Settlements	Any part of these components that has settled 3-inches lower than the design elevation, or inspector determines embankment is unsound.	Embankment should be reconstructed to original design and specifications.
	Rock Missing	Only one layer of rock exists above native soil in area five square feet or larger, or any exposure of native soil at the top emergency spillway.	Replace rocks to design standards.

*NOTE: Include all items listed in the Operation and Maintenance Plan

**OPERATION AND MAINTENANCE INSPECTION REPORT
FOR
STORM WATER MANAGEMENT FACILITY**

Bullen Middle School, Kenosha Unified School District, City of Kenosha, Kenosha County, WI

Inspector Name: _____

Tax Key No.: 07-222-23-476-011

Inspection Date: _____

Location: 2804 39th Avenue, Kenosha, WI 53144

Stormwater Basin Type: Wet Detention Basin

Owner/Responsible Party: Kenosha Unified School District

Items Inspected (Retention Basin Components)	Checked (Yes/No/NA)	Maintenance Needed (Yes/No/NA)	Remarks
General Site Conditions			
1. Greenspace			
2. Curb & Gutter			
3. Catch Basins			
4. Storm Sewers			
5. Gutters/Downspouts			
Embankment and Emergency spillway			
1. Trash and debris			
2. Vegetation and ground cover adequate			
3. Embankment erosion			
4. Animal burrows			
5. Unauthorized plantings/tree growth			
6. Cracking, bulging or sliding of embankment			
a. Upstream face and toe of slope			
b. Downstream face and toe of slope			
7. Settlement			
8. Seeps/leaks on downstream face			
9. Overflow spillway			
a. Clear of trash and debris			
b. Settlement			
c. Slope protection or riprap failures			
10. Other (specify)			
Inlet/Outlet Structures			
Type: Pipe (RCP/CMP/Plastic)			
Stand pipe/inlet box with office			
Weir (V-notch/Rectangular)			
Other			
1. Erosion/scouring/undermining at inlet or outlet			
2. Primary outlet structure			
a. Debris or sediment removal necessary			
b. Damaged			
c. Orifice plate damaged, out of place or missing			
3. Trash rack/hood maintenance			
a. Trash or debris removal necessary			
b. Damaged or missing			
c. Corrosion/rust control			
Basin Bottom / Pool Area			
1. Sediment accumulation (estimate depth)			
2. Water level at normal pool elevation			
3. Oil sheen on water			

*NOTE: Include all items listed in the Operation and Maintenance Plan

EXHIBIT C

Storm Water Maintenance Standards

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. Proprietary Device (Stormceptors or equivalent units): All proprietary devices shall be maintained per the manufacturer's recommendations to meet the design criteria. A copy of the manufacturer's recommendations shall be attached to this Exhibit B.
7. Detention Basins – General
 - a. Dry or 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 significant debris has passed the trash grates, it will be necessary to lift the grate to remove that debris. 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. Any time a substantial portion of the grass area becomes damaged, the entire bottom area of the detention basin will need to be reseeded.
 2. Downstream Stormwater Conveyance: Upon detection of storm water failing to completely drain down to the basin discharge elevation, an

EXHIBIT C

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: The grass areas must be mowed when the grass reaches a height of 6 inches or monthly during the growing season – whichever occurs first. 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.
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.

EXHIBIT C

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.
- b. Wet Detention Basins – In addition to the above requirements
1. Mowing: 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.
 2. 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.
 3. Sediment removal: Soundings shall be taken every 5 years to determine the amount of sediment deposition. More than 2 feet of sediment in any area shall require excavation of the sediment from that area. If more than 25% of the pond bottom has greater than 1 foot of sediment the entire pond will need to be dredged or excavated to the original elevation.

SHELLY BILLINGSLEY, MBA, PE

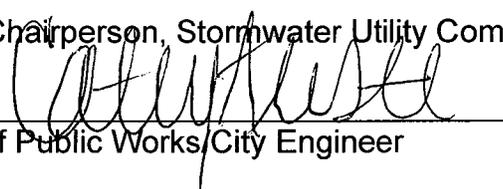
Director of Public Works
 sbillingsley@kenosha.org
 625 52nd Street, Room 305
 Kenosha, WI 53140

**CATHY AUSTIN, PE**

Deputy Director of Public Works/City Engineer
 caustin@kenosha.org
 T: 262.653.4050
 F: 262.653.4056

October 31, 2016

To: Jesse Downing, Chairperson, Stormwater Utility Committee

From: Cathy Austin, PE 
 Deputy Director of Public Works/City Engineer

Subject: Permanent Storm Sewer and Detention Pond Easement and Agreement between 6441 Holdings, LLC and the City of Kenosha. (District 16)

BACKGROUND INFORMATION

Staff has worked with the City Attorney's office on the agreement.

RECOMMENDATION

Staff recommends approval.

CMA/kjb

PERMANENT STORM SEWER AND
DETENTION POND EASEMENT AND
AGREEMENT BETWEEN 6441 HOLDINGS, LLC
AND THE CITY OF KENOSHA

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

03-122-03-151-008

Parcel Identification Number

PERMANENT STORM SEWER AND DETENTION POND
EASEMENT AND AGREEMENT

Between

6441 HOLDINGS, LLC
A Wisconsin Limited Liability Corporation

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 6441 Holdings, LLC, a Wisconsin limited liability company with offices located at 1202 60th Street, Kenosha, Wisconsin 53140 (“Grantor”), and the City of Kenosha, a municipal corporation duly organized and existing under the laws of the State of Wisconsin with offices located at 625 52nd Street, Kenosha, Wisconsin 53140 (“Grantee”).

Grantor is the owner of the real estate legally described on Exhibit A situated in the City of Kenosha, County of Kenosha, and State of Wisconsin, hereinafter referred to as the “Real Estate.”

Grantor, in consideration of One Dollar (\$1.00) and other valuable consideration, the receipt and sufficiency of which is hereby acknowledged, does hereby grant to Grantee and Grantee’s authorized agents and employees as invitees of the Grantor, use of the 40’ Cross Access & Private Utility Easement shown on Certified Survey Map No. 2691 recorded with the Kenosha County Register of Deeds on December 14, 2011 as Document No. 1660647 and as more fully described in the Easement Agreement recorded with the Kenosha County Register of Deeds on December 14, 2011 as Document No. 1660649 for ingress to and egress from the Real Estate for the purposes of this Easement and Agreement.

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 also grant to Grantee and Grantee’s authorized agents and employees a non-exclusive permanent easement, in, to and under and across that certain portion of the Real Estate legally described and shown on Exhibit B (the “Easement Area”) to install, construct, expand, reconstruct, repair, remove, replace, inspect, and maintain, storm sewer, stormwater ponds and appurtenances as described in the Conditional Use Permit, the approved Stormwater Management Plan, and the Stormwater Drainage Facilities Maintenance Agreement, copies of which are on file with the City of Kenosha Department of Community Development and Inspections and the Department of Public Works, all of which is hereafter referred to as the

“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 improvements, structures and obstructions interfering with the Permitted Work. Grantor will not push, plow or deposit snow, ice, or 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 Conditional Use Permit, no improvements, structures, landscaping or pavement 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 case of emergency in which event Grantee shall provide such notice to Grantor as Grantee is reasonably able to provide under the circumstances, to enter and pass over the Real Estate in order 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 landscaping, fencing, concrete and asphalt surfaces, or other improvements, structures, or pavement 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. Nonuse or limited use of the easement rights granted in this Easement and Agreement shall not prevent later use of the easement to the fullest extent authorized in this Easement and Agreement and re-recording of this Easement and Agreement as a result thereof shall not be required. 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.

GRANTOR:

6441 HOLDINGS, LLC
A Wisconsin Limited Liability Company,

By: _____
Kyle C. Deaton, Member

Date: _____

STATE OF WISCONSIN)
 :SS
COUNTY OF KENOSHA)

Personally came before me this _____ day of _____, 2016, Kyle C. Deaton, a member of 6441 Holdings, LLC, a Wisconsin limited company, to me known to be such member of said limited liability company, and acknowledged to me that he executed the foregoing instrument as such authorized signatory as the agreement of said company, by its authority.

Print Name _____
Notary Public, County of _____
My Commission expires/is: _____

EXHIBIT A

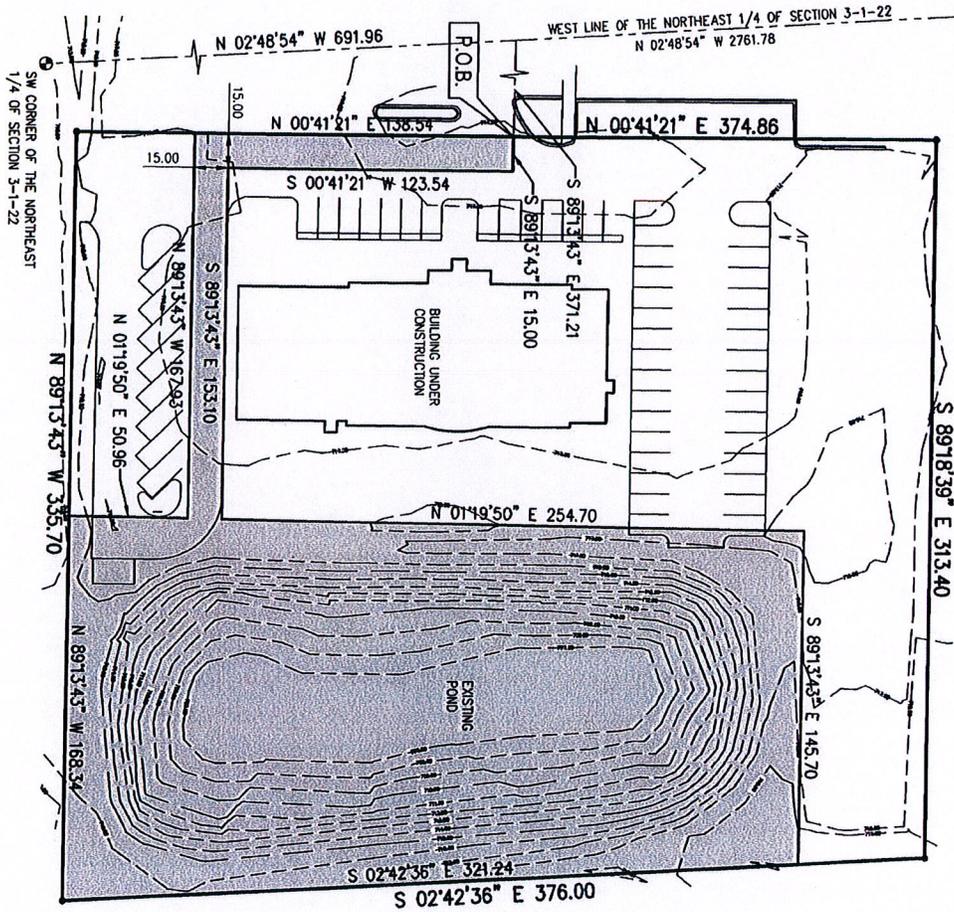
That part of the North Half of Section 3, Town 1 North, Range 22 East of the Fourth Principal Meridian lying and being in the City of Kenosha, County of Kenosha and State of Wisconsin, bounded and described as follows: Commencing at the Southwest corner of the Northeast Quarter of Section 3; thence North $02^{\circ}48'54''$ West along the West line of the Northeast Quarter of said Section 3, 502.00 feet; thence South $89^{\circ}15'18''$ East 359.21 feet to the point of beginning of the lands to be described; thence North $0^{\circ}44'42''$ East 374.25 feet; thence South $89^{\circ}15'18''$ East along the South line of Green Lawns, a recorded subdivision, 321.87 feet; thence South $02^{\circ}48'54''$ East 374.98 feet; thence North $89^{\circ}15'18''$ West 336.16 feet to the point of beginning.

Exhibit B

Description of a Storm Water Access and Drainage Easement:

That part of the Northeast 1/4 of Section 3, Township 1 North, Range 22 East, in the City of Kenosha, County of Kenosha, State of Wisconsin described as follows: Commencing at the Southwest corner of the Northeast 1/4 of Section 3, Township 1 North, Range 22 East; run thence N02°48'54" W, 691.96 feet along the West line of the Northeast 1/4 of said Section 3; thence S89°13'43" E, 371.21 feet to the Point of Beginning of this description; continue thence S89°13'43" E, 15.00 feet; thence S00°41'21" W, 123.54 feet; thence S89°13'43" E, 153.10 feet; thence S02°42'36" E, 254.70 feet; thence S89°13'43" E, 145.70 feet; thence N01°19'50" E, 50.98 feet; thence N89°13'43" W, 167.59 feet; thence N00°41'21" E, 138.34 feet to the Point of Beginning. Containing 54,722 square feet or 1.256 acres.

nbo
Nielsen Madsen + Barber
 CIVIL ENGINEERS AND LAND SURVEYORS
 1458 Horizon Blvd, Suite 200, Racine, WI, 53406
 Tel: (262)534-5588 Website: www.nmbosc.net



Scale: 1" = 50'
 Drawn By: FTH
 DATE: 09-21-2016
 2016.0068.01
 Easement Exhibit
 Gateway Mortgage
 Kenosha, Wisconsin

SHELLY BILLINGSLEY, MBA, PE

Director of Public Works
 sbillingsley@kenosha.org
 625 52nd Street, Room 305
 Kenosha, WI 53140

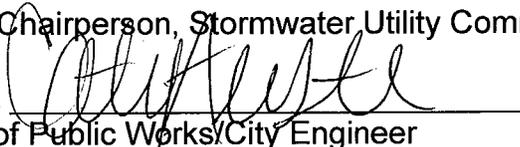


CATHY AUSTIN, PE

Deputy Director of Public Works/City Engineer
 caustin@kenosha.org
 T: 262.653.4050
 F: 262.653.4056

October 31, 2016

To: Jesse Downing, Chairperson, Stormwater Utility Committee

From: Cathy Austin, PE 
 Deputy Director of Public Works/City Engineer

Subject: Stormwater Drainage Facilities Maintenance Agreement between the City of Kenosha and 6441 Holdings, LLC. (District 16)

BACKGROUND INFORMATION

Staff has worked with the City Attorney's office on the agreement.

RECOMMENDATION

Staff recommends approval.

CMA/kjb

STORMWATER DRAINAGE FACILITIES
MAINTENANCE AGREEMENT BETWEEN
THE CITY OF KENOSHA AND 6441
HOLDINGS, LLC

Document Number

Document Title

Return to:

Jonathan A. Mulligan
Office of the City Attorney
City of Kenosha
625 52nd Street, RM 201
Kenosha, WI 53140

03-122-03-151-008

Parcel Identification Number

STORMWATER DRAINAGE FACILITIES
MAINTENANCE AGREEMENT

Between

THE CITY OF KENOSHA
A Municipal Corporation

And

6441 HOLDINGS, LLC
A Wisconsin Limited Liability Company

This Agreement, effective as of the last date of execution, is entered into between the City of Kenosha, a municipal corporation duly organized and existing under the laws of the State of Wisconsin with offices located at 625 52nd Street, Kenosha, Wisconsin 53140 (“City”), and 6441 Holdings, LLC, a Wisconsin limited liability company with offices located at 1202 60th Street, Kenosha, Wisconsin 53140, (“Owner”), collectively referred to as the Parties.

WITNESSETH:

Whereas, 6441 Holdings, LLC 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 the “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 stormwater drainage facilities as shown on the plans approved as part of the Conditional Use Permit (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 the 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, the City and the Owner agree as follows:

1. The Owner and the Owner’s successors and assigns, including any owners' association (all together, the “Owner”), 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 Stormwater Inspection and Maintenance Checklist 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 shall keep the Stormwater Inspection and Maintenance Checklist from past inspections, as well as a log of maintenance activity with respect to the Stormwater Management Facilities indicating the date and type of maintenance completed (“Maintenance Log”) for a period of three (3) years following such inspection or maintenance. The Stormwater Inspection and Maintenance Checklist and the Maintenance Log shall be made available upon request to the City Stormwater Utility for review and copying. The purpose of the inspections is to assure safe and proper functioning of the Stormwater Management Facilities on the Real Estate. The inspections shall cover all Stormwater Management Facilities on the Real Estate including, but not limited to, conveyance systems, berms, outlet structures, basin areas and access roads. Any deficiencies shall be noted in the Stormwater Inspection and Maintenance Checklist.

2. The Owner shall adequately maintain all Stormwater Management Facilities on the Real Estate, including, but not limited to, all pipes and channels built to convey stormwater to and from 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, hereinafter referred to as “Maintenance Standards”.
3. The Owner hereby grants permission to the City and its authorized agents and employees, as invitees of the Owner, to use the 40’ Cross Access & Private Utility Easement shown on Certified Survey Map No. 2691 recorded with the Kenosha County Register of Deeds on December 14, 2011 as Document No. 1660647 and as more fully described in the Easement Agreement recorded with the Kenosha County Register of Deeds on December 14, 2011 as Document No. 1660649 for ingress to and egress from the Real Estate for the purposes of this Agreement.
4. The Owner hereby grants permission to the City and its authorized agents and employees to enter upon the Real Estate to inspect the Stormwater Management Facilities whenever the City deems necessary to investigate reported deficiencies, respond to complaints, perform corrective actions, and 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 copies of the inspection findings (“Inspection Reports”), specifically indicating any corrective actions required to bring the Stormwater Management Facilities into 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, 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.

5. If the Owner fails to maintain the Stormwater Management Facilities on the Real Estate 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 following notice from the Director of the City Stormwater Utility, the City may take one or more of the following actions:
 - a. Issue a citation to the Owner 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 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. 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 the Owner submits a revised Stormwater Inspection and Maintenance Checklist and confirms to the satisfaction of the Director of the City Stormwater Utility that all required corrective actions have been taken.
6. The Owner 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 by City from time to time.
7. 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 shall reimburse the City within thirty (30) days of receipt of written demand for payment of all actual costs incurred by the City hereunder. Failure of the Owner to reimburse the City within thirty (30) days shall result in the costs being assessed against the Real Estate as a special charge pursuant to Section 66.0627, Wisconsin Statutes.
8. 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 shall indemnify, defend and hold harmless City, its officers, employees and agents against any such claims.
9. 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.

10. 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, certified, return receipt requested, postage prepaid, or equivalent private overnight delivery service, addressed to the respective Party at the addresses stated below:

- a. Owner:

Kyle C. Deaton
6441 Holdings, LLC
1202 60th Street
Kenosha, WI 53140

With copies to:

Nicholas J. Infusino
1108 56th Street
Kenosha, WI 53140

- b. City:

City Clerk/Treasurer
City of Kenosha
625 52nd Street, Room 305
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

11. This Agreement shall be governed by and construed in accordance with the laws of the State of Wisconsin.
12. 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 any Permanent Storm Sewer and Detention Pond Easement and Agreement by and between the Owner and the City in connection with the Stormwater Management Facilities.

Signature pages follow

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

CITY OF KENOSHA
A Wisconsin Municipal Corporation,

BY: _____
John M. Antaramian, Mayor

Date: _____

BY: _____
Debra Salas, City Clerk/Treasurer

Date: _____

STATE OF WISCONSIN)
 :SS.
COUNTY OF KENOSHA)

Personally came before me this ____ day of _____, 2016, John M. Antaramian, 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: _____

6441 HOLDINGS, LLC
A Wisconsin Limited Liability Corporation,

By: _____
Kyle C. Deaton, Member

Date: _____

STATE OF WISCONSIN)
:SS
COUNTY OF KENOSHA)

Personally came before me this _____ day of _____, 2016, Kyle C. Deaton, a member of 6441 Holdings, LLC, a Wisconsin limited liability company, to me known to be such member of said limited liability company, and acknowledged to me that he executed the foregoing instrument as such authorized signatory as the agreement of said company, by its authority.

Notary Public, County of _____
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

That part of the North Half of Section 3, Town 1 North, Range 22 East of the Fourth Principal Meridian lying and being in the City of Kenosha, County of Kenosha and State of Wisconsin, bounded and described as follows: Commencing at the Southwest corner of the Northeast Quarter of Section 3; thence North $02^{\circ}48'54''$ West along the West line of the Northeast Quarter of said Section 3, 502.00 feet; thence South $89^{\circ}15'18''$ East 359.21 feet to the point of beginning of the lands to be described; thence North $0^{\circ}44'42''$ East 374.25 feet; thence South $89^{\circ}15'18''$ East along the South line of Green Lawns, a recorded subdivision, 321.87 feet; thence South $02^{\circ}48'54''$ East 374.98 feet; thence North $89^{\circ}15'18''$ West 336.16 feet to the point of beginning.

EXHIBIT B

Stormwater Inspection and Maintenance Checklist

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

Storm Water Maintenance Standards

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 significant debris has passed the trash grates, it will be necessary to lift the grate to remove that debris. 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. Any time a substantial portion of the grass area becomes damaged, the entire bottom area of the detention basin will need to be reseeded.
 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.

EXHIBIT C

3. **Mowing:** The grass areas must be mowed when the grass reaches a height of 6 inches or monthly during the growing season – whichever occurs first. 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.

EXHIBIT C

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 5 years to determine the amount of sediment deposition. More than 2 feet of sediment in any area shall require excavation of the sediment from that area. If more than 25% of the pond bottom has greater than 1 foot of sediment the entire pond will need to be dredged or excavated to the original elevation.