



CITY OF WEST BEND
COMMON COUNCIL AGENDA
MEETING: SEPTEMBER 9, 2024 AT 6:30 PM

Council Chambers

1115 S. Main Street, West Bend, WI 53095

The following matters may be discussed and possible action taken at 6:30 PM or shortly thereafter:

Call to Order
Roll Call

Pledge of Allegiance
Approval of Minutes

1. Common Council - Regular Meeting - Aug 19, 2024 6:30 PM

Presentations

1. Oath of Office for Lieutenant of Police Chad J. Kohler
2. Oath of Office for Sergeant of Police Florencio R. Garcia

Consent Agenda

3. New Beginnings Massage Therapy LLC New Massage License
4. Dandelion Massage Therapy New Massage License
5. Well With Massage LLC New Massage License
6. Award Contract 24-13 Walnut Street Storm Sewer Connection
7. Storm Water Maintenance Agreement - W24-02 Culvers
8. Forge Place: Roadway Reimbursement Agreement (We Energies Electric)
9. Implementation of Paid Time Off (PTO) Policy
10. Resolution Approving Appropriation of Funds for the Implementation of Paid Time Off (PTO)

Agenda Items for Consideration

11. SMILE West Bend Community Action Plan
12. Appointment of Robert Schotzko to Deer Management Committee
13. Acquisition offers from WisDOT: Curb ramps project ID 2707-08-20

Reports

14. Park & Recreation Commission 8/15/2024
15. Library Board - 8/20/2024
16. Tourism Commission 8/21/2024
17. Joint Review Board - 9/3/2024

18. Planning Commission - 9/3/2024
19. City Administrator Update
20. Alderperson Updates
21. Mayor Update

Adjourn

Persons with disabilities requiring special accommodations for attendance at the meeting should contact the City Clerk at least (1) business day prior to the meeting.

NOTICE OF COMMON COUNCIL MEETING

Members of the Common Council may attend the above meeting. Pursuant to State ex rel. Badke v. Greendale Village Board, 173 Wis.2d 553, 494 N. W. 2d 408 (1993) such attendance may be considered a meeting of the Common Council. This notice is given so that members of the Common Council may attend the meeting without violating the open meeting law.



CITY OF WEST BEND
COMMON COUNCIL MINUTES
MEETING: AUGUST 19, 2024 AT 6:30 PM

Council Chambers

1115 S. Main Street, West Bend, WI 53095

Call to Order

The Common Council was called to order. Mayor Ongert presiding.

Roll Call

Attendee Name	Title	Status	Arrived
Mary Beth Seiser	District 5 Alderwoman	Present	
Bill Schmidt	District 7 Alderman	Present	
Joel Ongert	Mayor	Present	
John Butschlick	Alderman	Present	
Mark Allen	Alderman	Excused	
Brett Bergquist	Alderman	Present	
Matt Sternig	Alderman	Present	
John Spartz	Alderman	Present	
Aaron Zingsheim	Alderman	Present	

Pledge of Allegiance
Approval of Minutes

Common Council - Regular Meeting - Aug 5, 2024 6:30 PM

RESULT:	ACCEPTED [UNANIMOUS]
MOVER:	John Butschlick, Alderman
SECONDER:	Mary Beth Seiser, District 5 Alderwoman
AYES:	Seiser, Schmidt, Ongert, Butschlick, Bergquist, Sternig, Spartz, Zingsheim
EXCUSED:	Allen

Common Council - Special Meeting - Aug 12, 2024 6:30 PM

RESULT:	ACCEPTED [UNANIMOUS]
MOVER:	Matt Sternig, Alderman
SECONDER:	Bill Schmidt, District 7 Alderman
AYES:	Seiser, Schmidt, Ongert, Butschlick, Bergquist, Sternig, Spartz, Zingsheim
EXCUSED:	Allen

Presentations

Beautification Awards - Presentation of Mayor's 2024 Residential & Business Beautification Awards

Minutes Acceptance: Minutes of Aug 19, 2024 6:30 PM (Approval of Minutes)

Mike Faulkner from Roots & Branches recognized the winners of the Mayor's Beautification Award for each district.

Oath of Office - Oath of Office for Firefighter/EMT Grant Domroes

Fire Department Chief Les Norin and Deputy Chief Chuck Beistle introduced the new Firefighter/EMT Grant Domroes. His Oath of Office was performed by City Clerk Jilline Dobratz.

Consent Agenda

RESULT:	APPROVED [UNANIMOUS]
MOVER:	Aaron Zingsheim, Alderman
SECONDER:	Matt Sternig, Alderman
AYES:	Seiser, Schmidt, Ongert, Butschlick, Bergquist, Sternig, Spartz, Zingsheim
EXCUSED:	Allen

Resolution No. 22 - Resolution to Accept Donations to the Parks, Recreation & Forestry Department

- Soothing Energy Massage Therapy License Application

<Insert Minutes Info Here> - Award Contract 24-14 - Renovation - White Family Cabin - Ridge Run Park

Resolution No. 21 - Resolution Accepting a Donation from the Music Band "Cherry Pie"

Agenda Items for Consideration

Review Income Continuation Insurance Benefit Plan - Review Income Continuation Insurance Benefit Plan

Assistant City Administrator reviewed the Income Continuation Insurance Benefit Plan.

RESULT:	DISCUSSED
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Ordinance No: 14 - Ordinance to Amend the 2020 Comprehensive Plan for the City of West Bend, Wisconsin for a change in the recommended land use for approximately 0.5 acres of land located south of 1918-1920 River Drive.

City Planner Jim Reinke requested the approval of an ordinance Amend the 2020 Comp Plan for a land use change on River Drive. The motion was made by Alderman Sternig and seconded by Alderman Spartz. Approved by all with exception to Alderman Schmidt who requested to postpone. The motion to postpone failed.

Ordinance No: 13 - Ordinance to approximately 0.5 acres of land located at 1904-1914 River Drive from RM-4 Multi-Family Residential District to RD-2 Two-Family Residential District

City Planner requested the approval to change the zoning of land located at 1904-1914 River Drive from RM-4 to RD-2. A motion to approve was made by Alderman Sternig and seconded by Alderman Butschlick.

Minutes Acceptance: Minutes of Aug 19, 2024 6:30 PM (Approval of Minutes)

Ordinance No: 12 - Ordinance to Amend the 2020 Comprehensive Plan for the City of West Bend, Wisconsin for a change in the recommended land use for approximately 9.64 acres of land located at 2320 Sylvan Way.

City Planner Jim Reinke requested the approval to Amend the 2020 Comp Plan for a change in the land use at 2320 Sylvan Way. A motion to approve was made by Alderman Sternig and seconded by Alderman Zingsheim.

Ordinance No: 11 - Ordinance to rezone approximately 9.46 acres of land located at 2320 Sylvan Way from B-4 General Business & Warehousing District to M-3 Planned Business Park District (Tax Key # 1119-252-0045).

City Planner Jim Reinke requested the approval to rezone a property at 2320 Sylvan Way from B-4 to M-3. A motion to approve was made by Alderman Sternig and seconded by Alderwoman Seiser.

Resolution No: - Resolution approving a two lot certified survey map (CSM-24-003) located at the southwest corner of E. Decorah Road and Sand Drive, by Iron Horse Commons.

No Action Required. Duplicated Item from March 2024.

Resolution No. 23 - A Resolution Authorizing Appropriations for Airport Revenue

RESULT:	APPROVED [UNANIMOUS]
MOVER:	John Butschlick, Alderman
SECONDER:	Bill Schmidt, District 7 Alderman
AYES:	Seiser, Schmidt, Ongert, Butschlick, Bergquist, Sternig, Spartz, Zingsheim
EXCUSED:	Allen

Resolution No. 19 - Resolution for Inclusion Under the Income Continuation Insurance Plan

City Attorney Ian Prust reviewed the details of the resolution authorizing appropriations for Airport Revenue.

RESULT:	APPROVED [UNANIMOUS]
MOVER:	John Spartz, Alderman
SECONDER:	Brett Bergquist, Alderman
AYES:	Seiser, Schmidt, Ongert, Butschlick, Bergquist, Sternig, Spartz, Zingsheim
EXCUSED:	Allen

Reports

Airport Commission - Airport Commission

The Airport Commission report was provided by Alderman Spartz.

BID Board - BID Board

The Bid Board report was provided by City Administrator Jay Shambeau.

Plan Commission - Plan Commission

The Planning Commission report was provided by Alderman Spartz.

Minutes Acceptance: Minutes of Aug 19, 2024 6:30 PM (Approval of Minutes)

Deer Management Committee - Deer Management Committee

The Deer Management Committee report was provided by Alderman Butschlick.

City Administrator Update - City Administrator Update

City Administrator Jay Shambeau provided an update on the City Budget status and the new PTO plan.

Aldersperson Updates - Aldersperson Updates

Aldermen Butschlick, Bergquist, Sternig, Spartz, Schmidt & Zingsheim, as well as Alderwoman Seiser provided updates for their districts.

Mayor Update - Mayor Update

Mayor Ongert noted he attended an Eagle Scout Court of Honor for a couple of young men within West Bend.

Closed Session

Closed Session - Former of Existing Fire Station #1 Property - Entertain a Motion to Adjourn into Closed Session Pursuant to State Statutes Section 19.85(1)(e) Deliberating or negotiating the purchasing of public properties, the investing of public funds, or conducting other specified public business, whenever competitive or bargaining reasons require a closed session. (Future of Existing Fire Station #1 Property)

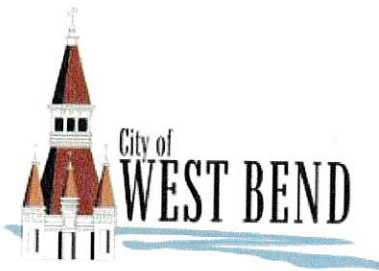
A motion was made to adjourn into Closed Session at 7:28pm by Alderman Zingsheim and seconded by Alderwoman Seiser. A roll call vote was taken and all was approved.

Closed Session - Tax Parcel #11191510068 - Former UWWC Campus - Entertain a Motion to Adjourn into Closed Session Pursuant to State Statutes Section 19.85(1)(e) Deliberating or negotiating the purchasing of public properties, the investing of public funds, or conducting other specified public business, whenever competitive or bargaining reasons require a closed session. (Discussion on Tax Parcel #11191510068 - Former UWWC Campus)

A motion was made to adjourn into Closed Session at 7:28pm by Alderman Zingsheim and seconded by Alderman Spartz. A roll call vote was taken and all was approved.

Adjourn

No action was taken on closed session discussion. Closed session was adjourned at 8:11pm.



License No.	_____
<input checked="" type="checkbox"/> New	<input type="checkbox"/> Renewal
Date Issued	_____
Date Paid	_____
Total Paid	_____
Receipt #	_____

MASSAGE ESTABLISHMENT LICENSE APPLICATION

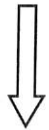
Section 12.08 Municipal Code
 New License Application Fee: \$150.00
 Renewal License Fee: \$115.00
 License period: 7/1 – 6/30 (1 year)
 MinuteTraq # _____

CHECK ONE (Applicant):

- Individual Partnership Corporation LLC

If applying as an Individual or Partnership:

If not



Tiffany Nicole Yttri _____
 First Middle Last

 First Middle Last Address Date of Birth

Driver License number: _____ copy of Driver License

If applying as a Corporation or Limited Liability Company:

Name of Corporation/LLC: New Beginnings Massage Therapy LLC
 Address of Corporation/LLC: 1201 Oak St STE H
 Contact Person: Tiffany Yttri

List Individuals of Corporation/LLC: Full Name, Home Address, Telephone, Email, Date of Birth

President/Member Tiffany Nicole Yttri _____

Additional Members _____

Trade Name (Doing Business As): _____

Business Address _____

Telephone _____

Email _____

Attachment: New Beginnings Massage Therapy LLC_Redacted (New Beginnings Massage Therapy LLC New Massage License)

Detailed description of business/services Massage Therapy Services - Relaxation, Cupping, Neuromuscular Therapy, Lymphatic

Have any people named on this license been convicted of violating federal or state laws, or local ordinances (except traffic)?

Yes No

If yes, name of person(s), date, charge and penalty (attach additional sheet if necessary)

Have any people named on this license operated under a massage permit in another jurisdiction?

Yes No

If yes, state the name of the jurisdiction _____

And, was that permit ever revoked or suspended _____

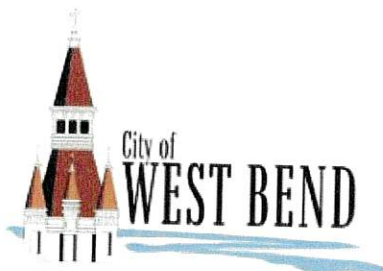
The undersigned agrees to inform the City Clerk within ten days of any substantial changes in the information supplied in this application.

I have a knowledge of the City Ordinances currently regulating the license applied for herein and say that I am the person named above and that all statements made in the foregoing application are true and correct.

Tiffany Yttri
Print Name

Tiffany Yttri
Signature

Date 08-12-2024



Attachment: New Beginnings Massage Therapy LLC_Redacted (New Beginnings Massage Therapy LLC New Massage License)



Attachment: New Beginnings Massage Therapy LLC_Redacted (New Beginnings Massage Therapy LLC New Massage License)



FOR OFFICE USE ONLY

License No.	_____
<input checked="" type="checkbox"/> New	<input type="checkbox"/> Renewal
Date Issued	_____
Date Paid	8-15-24
Total Paid	150.00
Receipt #	206458

MASSAGE ESTABLISHMENT LICENSE APPLICATION

Section 12.08 Municipal Code
 New License Application Fee: \$150.00 ✓
 Renewal License Fee: \$115.00
 License period: 7/1 – 6/30 (1 year)
 MinuteTraq # _____

CHECK ONE (Applicant):

Individual Partnership Corporation LLC

If applying as an Individual or Partnership:

If not Nicole Lynn Hottenstein [Redacted]
 ↓
 First Middle Last Address Date of Birth

Driver License number [Redacted] copy of Driver License

If applying as a Corporation or Limited Liability Company:

Name of Corporation/LLC: _____

Address of Corporation/LLC: _____

Contact Person: _____

List Individuals of Corporation/LLC: Full Name, Home Address, Telephone, Email, Date of Birth

President/Member _____

Vice President/Member _____

Additional Members _____

Trade Name (Doing Business As): Dandelion Massage Therapy

Business Address 115 N 6th Ave West Bend, WI

Telephone 262-343-2696

Email dandelionmassage1@gmail.com

Attachment: Dandelion Massage Therapy_Redacted (Dandelion Massage Therapy New Massage License)

Detailed description of business/services Massage Therapy Services
including relaxation, therapeutic, hot stone,
and cupping services.

Have any people named on this license been convicted of violating federal or state laws, or local ordinances (except traffic)?

Yes No

If yes, name of person(s), date, charge and penalty (attach additional sheet if necessary)

Have any people named on this license operated under a massage permit in another jurisdiction?

Yes No

If yes, state the name of the jurisdiction _____

And, was that permit ever revoked or suspended _____

The undersigned agrees to inform the City Clerk within ten days of any substantial changes in the information supplied in this application.

I have a knowledge of the City Ordinances currently regulating the license applied for herein and say that I am the person named above and that all statements made in the foregoing application are true and correct.

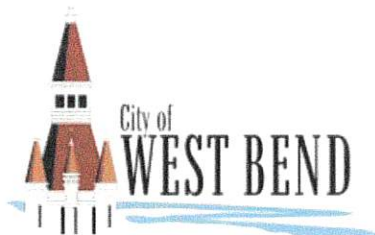
Nicole Hottenstein

Print Name

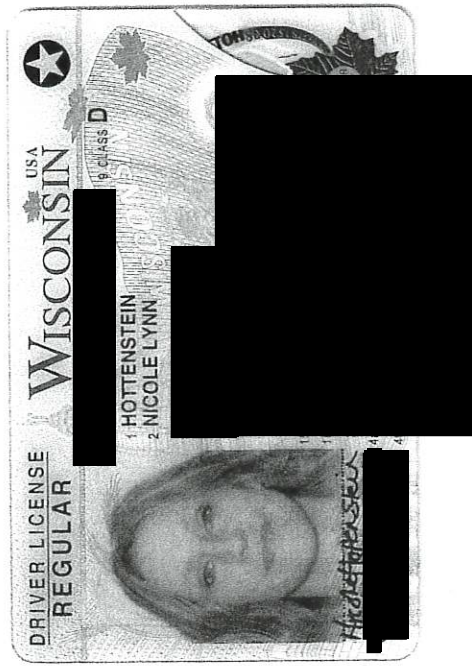
Nicole Hottenstein

Signature

Date 8/15/24



Attachment: Dandelion Massage Therapy_Redacted (Dandelion Massage Therapy New Massage License)





License No.	_____
_____ New	_____ Renewal
Date Issued	_____
Date Paid	8-20-24
Total Paid	\$245.00
Receipt #	206593

MESSAGE ESTABLISHMENT LICENSE APPLICATION

Section 12.08 Municipal Code
 New License Application Fee: \$150.00
 Renewal License Fee: \$115.00
 License period: 7/1 – 6/30 (1 year)
 MinuteTraq # _____

CHECK ONE (Applicant):

Individual Partnership Corporation LLC

If applying as an Individual or Partnership:
If not



First	Middle	Last	Address	Date of Birth
_____	_____	_____	_____	_____
First	Middle	Last	Address	Date of Birth
_____	_____	_____	_____	_____

Driver License number _____ copy of Driver License

If applying as a Corporation or Limited Liability Company:

Name of Corporation/LLC: Well With Massage LLC
 Address of Corporation/LLC: _____
 Contact Person: Megan Hoff

List Individuals of Corporation/LLC: Full Name, Home Address, Telephone, Email, Date of Birth
 President/Member: Megan Marie Hoff _____

Additional Members _____

Trade Name (Doing Business As): Well With Massage LLC
 Business Address: 1201 Oak Street, Suite H, West Bend 53095
 Telephone: 262 305 9403
 Email: wellwithmassage@gmail.com

Attachment: Well With Massage_Redacted (Well With Massage LLC New Massage License)

Detailed description of business/services Massage Therapy including Pregnancy, Swedish Relaxation massage, Myofascial Release, Neuromuscular Therapy and Trigger Point Therapy.

Have any people named on this license been convicted of violating federal or state laws, or local ordinances (except traffic)?

Yes No

If yes, name of person(s), date, charge and penalty (attach additional sheet if necessary)

Have any people named on this license operated under a massage permit in another jurisdiction?

Yes No

If yes, state the name of the jurisdiction _____

And, was that permit ever revoked or suspended _____

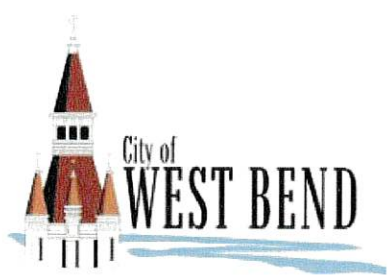
The undersigned agrees to inform the City Clerk within ten days of any substantial changes in the information supplied in this application.

I have a knowledge of the City Ordinances currently regulating the license applied for herein and say that I am the person named above and that all statements made in the foregoing application are true and correct.

Megan Hoff
Print Name

Megan Hoff
Signature

Date 8/20/2024



Attachment: Well With Massage_Redacted (Well With Massage LLC New Massage License)



Attachment: Well With Message_Redacted (Well With Message LLC New Message License)



DATE: August 30, 2024
 TO: Common Council
 FROM: Max Marechal, City Engineer
 SUBJECT: Award Contract 24-13 Walnut Street Storm Sewer Connection

Could you place an item on the agenda for the September 09, 2024, meeting of the Board of Public Works and Common Council to consider a recommendation to award Contract 24-13, Walnut Street Storm Sewer Connection?

A storm sewer issue surfaced with the reconstruction of Main Street last year, and the resolution requires upgrade of the existing storm sewer along the north side of Water Street between 5th Avenue and Main Street. During design for this upgrade, the discussion included general improvement of the sidewalk area along the north side of Walnut Street, including relocation of the current garbage collection area to a trash enclosure at the southwest corner of the Walnut Street parking lot owned by the City.

Bids for Contract 24-13 were received and opened at 10:00 A.M. on Friday, August 16, 2024. One (1) bid was received and is summarized below.

<u>Contractor</u>	<u>City</u>	<u>Total Bid</u>
BMCI Construction	West Bend, WI	\$ 145,309.50

The engineer's cost estimate prior to bidding was \$114,215.00 without contingencies.

BMCI Construction is the low bidder. Based on work previously performed under contract with the City, we find that BMCI Construction is capable of performing the work described by the plans and specifications for this project. Most of the price difference between bid and estimate was found in concrete and stone base items, pavement marking items, and lump sum items such as unclassified excavation, traffic control, and the trash enclosure. Those can be explained by the size of the project yielding smaller quantities at a unit price higher than other past contracts, and some uncertainty on pricing of the trash enclosure.

We recommend that contract 24-13, in the amount of \$145,309.50, be awarded to BMCI Construction at the unit prices specified in their bid proposal for work actually performed. We

also recommend that a contingency fund of \$8,690.50 (5.98 % of total bid) be established for a total allocation not to exceed \$154,000.00 for this project. Previously budgeted funds for Engineering Capital Projects will be used to cover the cost of this project.

An "Award of Contract" form is attached for use in the event that the Board of Public Works and Common Council act favorably on this recommendation.

If you have any questions or comments, please call me at (262) 335-5130.

AWARD OF CONTRACT

The Board of Public Works of the City of West Bend, Washington County, Wisconsin, does hereby:

1. Award Contract 24-13, Walnut Street Storm Sewer Connection, to BMCI Construction, LLC, of West Bend, Wisconsin, at the unit prices specified in their bid proposal for work actually performed.
2. Authorize the Mayor and Clerk to execute the contract and such other documents as may be necessary to proceed with the project described in the contract.
3. Authorize the City Engineer to approve such change orders as he deems appropriate if the change orders do not substantially change the nature or scope of or increase the cost of the project (contract price plus contingency).

Passed the ____ day of _____, 2024, by the Board of Public Works.

Chairman

Secretary

Attachment: C24-13 - Agenda - Award FORM (Award Contract 24-13 Walnut Street Storm Sewer Connection)



DATE: August 30, 2024
TO: Common Council
FROM: Max Marechal, City Engineer
SUBJECT: Storm Water Maintenance Agreement - W24-02 Culvers

Could you place an item on the agenda of the September 09, 2024, meetings of the Board of Public Works and Common Council to consider a recommendation to approve a Storm Water Management Practices Maintenance Agreement for a modification of the existing Culvers restaurant site at 2350 W Washington Street (Parcel 1119-103-0025).

The project was to construct a double drive thru and additional parking on the site. The proposed storm water management design includes site grading for the proposed parking lot, on-site storm water storage, and a detention pond. Storm water runoff shall be collected with existing storm water structures and directed to the proposed detention pond. Storm water runoff shall enter the pond by means of sheet flow across the subject property and through storm inlets and pipes.

All facilities will be private and will be maintained by the property owner. The owner of the property must annually submit their inspection report and maintenance logs to the city engineer, who will retain them for 10 years. The agreement gives the city authority to correct maintenance problems with the facilities if the property owner fails to do so, and to charge back any costs to the property.

The agreement is a safeguard to assure that the storm water management facilities continue to operate as designed. The agreement will be recorded at Washington County. City Attorney Ian Prust, reviewed the agreement and found it satisfactory as to form.

The agreement also meets requirements of the City-wide storm water permit from the DNR. In order for the city to claim credit toward water quality improvement, an agreement is required for storm water facilities on private properties.

We recommend that the Board and Council approve the agreement. We have provided the Clerk with the original documents for signatures in the event that our recommendation is followed.

The Clerk will record the documents if approved, and Engineering will invoice the owners for the recording fees.

If you have any questions or comments, please call me at (262) 335-5130.

**STORM WATER MANAGEMENT PRACTICES
MAINTENANCE AGREEMENT**

THIS AGREEMENT, made and entered into this 9th day of September, 2024 ____, by and between S & L Properties West Bend LLC, a Wisconsin limited liability company, Washington Street Three Scoop Investments, LLC, a Wisconsin limited liability company, Wells Fargo Bank, N.A. First American Title Insurance Company hereinafter called the "Owner," and the City of West Bend, a municipal corporation located in Washington County, Wisconsin, hereinafter called the "City."

WITNESSETH:

WHEREAS, the Owner is the owner of the following described lands situated in the City of West Bend, Washington County, State of Wisconsin:

Lot one (1), in block three (3), in Westwood Mall Plat, being a re-division of Parcel two (2) of Certified Survey Map, No. 2854, and being a part of the Northeast one-quarter (1/4) of the Southwest one-quarter (1/4) and the Southeast one-quarter (1/4) of the Southwest one-quarter (1/4), all in Section ten (10), Township eleven (11) North, Range nineteen (19) East, in the City of West Bend, Washington County, Wisconsin.

Together with a non-exclusive easement over Parcel 2 of Certified Survey Map No. 2609 and the two foot Parcel of land lying between Parcel 1 of Certified Survey Map No. 2859 and Parcel 2 of Certified Survey Map No. 2609, for purpose of ingress and egress.

EXCEPTING THEREFROM that part of Lot one (1), in Block three (3) of Westwood Mall Plat, being a re-division of Parcel two (2) of Certified Survey Map, No. 2854 and being a part of the Northeast one-quarter (1/4) of the Southwest one-quarter (1/4) and the Southeast one-quarter (1/4) of the Southwest one-quarter (1/4), all in Section ten (10), Township eleven (11) North, Range nineteen (19) East, in the City of West Bend, Washington County, Wisconsin, bounded and described as follows:

Commencing at the Southeast corner of said Lot 1; thence North 1°48'23" West 150.00 feet along the East line of said lot to the point of beginning; thence South 89°24'14" West 30.00 feet to a point; thence North 31°32'55" West 50.98 feet to a point; thence North 1°48'23" West 50.00 feet to a point; thence North 32°20'40" West 25.00 feet to a point; thence North 47°21'12" West 172.75 feet to a point; thence South 89°24'14" West 28.56 feet to a point on the West line

Return to:
City of West Bend – Clerk's Office
1115 South Main Street
West Bend, WI 53095

Parcel No.: 291-11191030025

Attachment: W24-02 - SW Maint Agr to Council - Attachmt (Storm Water Maintenance Agreement - W24-02 Culvers)

of said Lot 1; thence North 0°35'46" West 20.00 feet to the Northwest corner of said Lot 1; thence North 89°24'14" East 151.48 feet along the North line of said Lot 1; thence South 1°48'23" East 138.38 feet along the East line of said Lot 1; thence North 89°24'14" East 68.00 feet along the North line of said Lot 1; thence South 1°48'23" East 114.99 feet to the point of beginning.

Being more particularly described as follows:

Beginning at the Southeast corner of Lot 1, Block 3, Westwood Mall Plat, said point being in the North right-of-way line of West Washington Avenue;
 thence South 89°24'14" West along the South line of Lot 1 and the North right-of-way line of West Washington Avenue, 108.63 feet;
 thence North 00°35'46" West along the South line of Lot 1, 140.00 feet;
 thence South 89°24'14" West along the South line of Lot 1, 244.00 feet;
 thence North 00°35'46" West along the West line of Lot 1, 100.00 feet;
 thence Northeasterly along a 40.00 foot radius curve to the right in the West line of Lot 1 having a central angle of 90°00'00" and whose long chord bears North 44°24'14" East, 56.57 feet;
 thence North 89°24'14" East along the West line of Lot 1, 44.63 feet;
 thence Northeasterly along a 40.00 foot radius curve to the left in the West line of Lot 1 having a central angle of 90°00'00" and whose long chord bears North 44°24'14" East, 56.57;
 thence North 00°35'46" West along the West line of Lot 1, 63.28 feet;
 thence North 89°24'14" East, 28.56 feet;
 thence South 47°21'12" East, 172.75 feet;
 thence South 32°20'40" East, 25.00 feet;
 thence South 01°48'23" East, 50.00 feet;
 thence South 31°32'55" East, 50.98 feet;
 thence North 89°24'14" East, 30.00 feet to a point in the East line of Lot 1;
 thence South 01°48'23" East along the East line of Lot 1, 150.00 feet to the point of beginning.
 Containing 65,287 square feet (1.50 acres), more or less.

hereinafter called the "Property."

WHEREAS, the Owner is developing the Property; and

WHEREAS, the Site Plan/Subdivision Plan known as CULVER'S OF WEST BEND identified by City Engineer Storm Water Management Permit Number W24-02 and dated August 29, 2024, attached hereto as Exhibit A and hereinafter called the "Plan," which is expressly made a part hereof, as approved or to be approved by the City, and including any amendments thereto based on City standards applicable at the time of executing this Agreement, provides for on-site storm water management practices within the confines of the Property; and

WHEREAS, the City and the Owner agree that the health, safety and welfare of the residents of the City of West Bend, require that on-site storm water management practices as required by Chapter 23, Storm Water Management, of the Municipal Code be constructed and maintained on the Property; and

WHEREAS, the City requires that on-site storm water management facilities as shown on the Plan be constructed and adequately maintained by the Owner.

NOW, THEREFORE, in consideration of the foregoing recitals, the mutual covenants contained herein, and the following terms and conditions, the parties hereto agree as follows:

1. The on-site storm water management facilities shall be constructed by the Owner in accordance with the plans and specifications indicated in the Plan and applicable statutes, ordinances and rules. The storm water management practices shall serve the drainage area designated in the Plan.
2. The Owner shall regularly inspect the storm water management facilities and specifically the function of the approved storm water management system as often as conditions require, but in any event at least once each year. The Operations and Maintenance Manual attached to this agreement as Exhibit B and the Storm Water Facility Maintenance Inspection Checklist attached to this agreement as Exhibit C, and each by this reference made a part hereof, shall be followed for the regular inspections of the storm water management facilities. The Owner shall keep the operation and maintenance reports from past inspections as well as a log of maintenance activities indicating the date and type of maintenance completed. The reports and maintenance log shall be submitted to the City Engineer and retained by the City for a period of 10 years. The purpose of the inspections is to assure safe and proper functioning of the facilities. The inspections shall cover all facilities including, but not limited to, berms, outlet structures, pond areas and access roads. Deficiencies shall be noted in the operation and maintenance reports.
3. The Owner shall adequately maintain the storm water management facilities including, but not limited to, all pipes and channels built to convey storm water to the facility, as well as all structures, improvements and vegetation provided to control the quantity and quality of the storm water. Adequate maintenance, in accordance with Exhibit B, is herein defined as keeping the storm water management facilities in good working condition so that these facilities are performing their design functions and are maintained in accordance with the Plan.
4. The Owner hereby grants permission to the City, its authorized agents and employees, to enter upon the Property and to inspect the storm water management facilities whenever the City deems necessary. The City shall provide the Owner with 48 hour written notice prior to entering upon the Property to inspect storm water management facilities, and the City may only perform inspections during the City's regular business hours. In cases of emergency, the City may enter the Property without notice and outside of business hours, but shall notify the Owner as soon as possible of the inspection, the emergency basis, and any findings from the inspection. The purpose of the City's inspection is to investigate reported deficiencies and/or to respond to citizen complaints. The City shall provide the Owner with copies of the inspection findings and a directive to commence with repairs of any deficiencies if necessary. Corrective actions shall be taken within a reasonable timeframe as established by the City Engineer.
5. If the Owner fails to maintain the storm water management facilities in good working condition, consistent with the terms of the Plan and does not perform the required corrective actions and inspections in the specified time, the City may perform the corrective actions identified in the inspection report and charge the Owner for the cost of such work. If the Owner fails to pay such costs to the City within 30 days as required by Section 7, below, the cost of such work may be specially assessed against the Property pursuant to Wisconsin Statutes Section 66.0703. The Owner hereby acknowledges that the Property benefits from the corrective actions taken by the City and hereby waives any right to notice or hearing of said special assessment pursuant to Section 66.0703(7)(b), Stats.
6. The Owner shall perform the work necessary to keep the storm water management facilities in good working order as appropriate. In the event a maintenance schedule for the storm water

management facilities (including sediment removal) is outlined on the approved plans, the schedule shall be followed. The minimal amount of maintenance on the storm water management facilities shall be in accordance with Exhibits B and C.

7. In the event the City, pursuant to this Agreement, performs work of any nature or expends any funds in performance of said work for labor, use of equipment, supplies, materials, and the like, the Owner shall reimburse the City within 30 days of receipt of an invoice for all actual reasonable costs incurred by the City hereunder. Owner may request that the City provide documentation evidencing such costs and the City will provide such documentation within seven days of receiving a written request from Owner.
8. This Agreement imposes no liability of any kind whatsoever on the City, its officers, agents and employees, and the Owner agrees to indemnify and hold the City harmless as and against any and all claims, actions, causes of action, demands, including attorney fees and court costs which the City may incur as a result of the failure of the storm water management system described under this Agreement, and/or actions taken or not taken by the City to enforce the terms of this Agreement including, but not limited to, the performance of maintenance activities. Owner will not indemnify and hold the City harmless for any liability of any kind whatsoever against any claims, actions, causes of action, demands, including attorney fees and court costs resulting from negligent acts of the City, its officers, agents and employees.
9. This Agreement shall be recorded at the Washington County Register of Deeds Office and shall constitute a covenant running with the land and shall be binding on the Owner, its administrators, executors, assigns, heirs and any other successors in interests or future owners of the Property, including any homeowners or condominium association.
10. Notwithstanding anything in this Agreement to the contrary, in the event the Owner, or the Owner's successors and assigns, sell or otherwise transfer ownership in the Property, the Owner or the successor or assigns making said transfer, is hereby released from any and all liabilities and obligations under the terms of this Agreement. The liabilities and obligations under this Agreement shall transfer with the ownership of the Property to the new owner of the Property.
11. Pursuant to the terms of the Plan, as described in Exhibit A, all storm water measures depicted or described in the Storm Water Management Plan shall be completed by December 31, 2025, or the approval shall be null and void. In the event that Owner fails to complete all storm water measures by the specified deadline, this Agreement, in the sole discretion of City, may be declared null and void. Upon such a declaration, the City shall be responsible for recording a termination of this Agreement at the Washington County Register of Deeds Office.

[SIGNATURE BLOCKS ON FOLLOWING PAGES]

CITY OF WEST BEND

By: _____ Dated: _____
Joel Ongert, Mayor

ACKNOWLEDGMENT

STATE OF WISCONSIN)
)ss.
WASHINGTON COUNTY)

Personally came before me the ____ day of _____, 2____ the above named Joel Ongert, to me known to be the Mayor of the City of West Bend and to me known to be the person who executed the foregoing document and acknowledged the same.

Notary Public, State of Wisconsin
Washington County.
My Commission is permanent. (If NOT, expiration date is: _____)

By: _____ Dated: _____
Jilline Dobratz, City Clerk

ACKNOWLEDGMENT

STATE OF WISCONSIN)
)ss.
WASHINGTON COUNTY)

Personally came before me the ____ day of _____, 2____ the above named Jilline Dobratz, to me known to be the Clerk of the City of West Bend and to me known to be the person who executed the foregoing document and acknowledged the same.

Notary Public, State of Wisconsin
Washington County.
My Commission is permanent. (If NOT, expiration date is: _____)

Attachment: W24-02 - SW Maint Agr to Council - Attachmt - Storm Water Maintenance Agreement - W24-02 Culvers

S & L PROPERTIES WEST BEND LLC

By: [Signature] Dated: 7/1/2024
Chad A. Stevenson, President

ACKNOWLEDGMENT

STATE OF WISCONSIN)
Columbia)ss.
WASHINGTON COUNTY)

Personally came before me the 1 day of July, 2024 the above named Chad Stevenson to me known to be the President of S&L Properties and to me known to be the person who executed the foregoing document and acknowledged the same. West Bend

[Signature]
Notary Public/State of Wisconsin
Washington County, Columbia County
My Commission is permanent. (IF NOT, expiration date is: May 30, 2028)



This Document Drafted By
Jones Petrie Rafinski Corp.
Matt Schuster

April 30, 2024

Attachment: W24-02 - SW Maint Agr to Council - Attachmt (Storm Water Maintenance Agreement - W24-02 Culvers)

Exhibit A:
Storm Water Management Permit Number W24-02



RECEIVED

APR 8 2024

CITY OF WEST BEND
ENGINEERING DEPT.

FOR ENGINEERING OFFICE USE ONLY

Review No.: W24-02
 Date Received: 4-8-24
 Fee Paid: \$50.00 Ck. # 43943

**ENGINEERING DEPARTMENT
STORM WATER MANAGEMENT PERMIT APPLICATION**

PROPERTY OWNER *(Please Type or Print)*

Name of individual person Jeff Liegel		
Business Name (if applicable) S&L Properties West Bend LLC		
Address 2651 Kirking Ct		
City Portage	State WI	Zip Code 53901
Telephone(s) (608) 742 - 2893		
Mobil No.		
E-Mail jeff@bleedblue.net		

OWNER'S AGENT *(If applicable) (Please Type or Print)*

Name of individual person Matt Schuster		
Business Name (if applicable) Jones Petrie Rafinski Corp		
Address 325 S Lafayette Blvd		
City South Bend	State IN	Zip Code 46601
Telephone(s) (574) 232 - 4388		
Mobil No.		
E-Mail mschuster@jpr1source.com		

APPROVAL TYPE: New Permit Amendment to Existing Permit # _____

INCLUDED WITH APPLICATION:

- Application Fee
- Storm Water Management Report
- Plan Set (24"x36" size)
- Draft Maintenance Agreement (including exhibits)
- Completed SWM Permit Checklist
- Electronic Submittal Provided (including WinSLAMM files)

PROJECT INFORMATION: Project Name: Culver's of West Bend
 Location: 2350 W Washington St West Bend, WI 53090
 Tax Key: 291-1119-103-0025

AGREEMENTS

The Property Owner and/or the Property Owner's Agent, hereafter referred to as the applicant, agree as follows:

1. All construction and development will be carried out pursuant to the Storm Water Management Plan as approved by the City Engineer.
2. The applicant shall give the City Engineer written notice not less than 2 working days nor more than 10 working days prior to the start of any land development activity.
3. The applicant shall give the City Engineer written notice of completion of installation of all facilities covered by this permit within 10 days after completion.
4. Approval in writing must be obtained by the City Engineer prior to any modifications to the approved Storm Water Management Plan.
5. The applicant shall be responsible for maintaining all public rights of way, streets, and drainage systems or ways specified in the approved Storm Water Management Plan until they are accepted and become the responsibility of the governmental entity concerned.
6. The City Engineer may enter onto the land regulated under this chapter for the purpose of inspecting for compliance with the approved Storm Water Management Plan.

Attachment: W24-02 - SW Maint Agr to Council - Attachmt (Storm Water Maintenance Agreement - W24-02 Culvers)

7. The applicant shall provide and install, at his expense, all storm water management improvements required by Chapter 23 of the Municipal Code of West Bend, Wisconsin and the approved Storm Water Management Plan.
8. The applicant authorizes the City Engineer acting pursuant to §66.60(16), Wis. Stats., to perform any work or operations necessary to bring the condition of the lands into conformity with the approved Storm Water Management Plan as modified by the City Engineer and further consents to the City placing the total of the costs and expense of such work and operations upon the tax roll as a special charge against the property.
9. The applicant shall pay an application fee of \$50.00 at the time the Storm Water Management Plan is submitted for initial review.
10. The applicant shall pay a Storm Water Management Plan review fee equal to the actual costs to the City to review the plan, minus the \$50 application fee, at the time the plan is approved or denied. The applicant shall pay the actual cost of review for subsequently modified plans.
11. The applicant shall pay an inspection fee equal to the actual costs to the City to inspect the storm water management measures upon completion of construction of the storm water management measures.
12. All conditions and requirements of Chapter 23 of the Municipal Code of West Bend, Wisconsin shall apply to the Storm Water Management Plan.
13. Approval of this Storm Water Management Plan does not relieve the owner/developer of any obligation he may have to obtain state and federal permits, including a Wisconsin Pollutant Discharge Elimination System (WPDES) permit from the Wisconsin DNR.
14. The property owner shall be responsible for the maintenance of all on-site storm water management facilities.

SIGNATURES



 Signature of OWNER (Required)

Jeff Liegel

Printed name of OWNER (Required)

3/28/2024

 Date



 Signature of AGENT

Matt Schuster

Printed Name of AGENT

03/28/2024

 Date

STORM WATER MANAGEMENT PERMIT APPROVAL

(For City Use Only)

Approval of Storm Water Management Permit is hereby granted under the following special conditions:

- Calculation and plan sheets received in the office of the City Engineer on the dates listed form a part of this permit: 04/04/2024 ; 05/09/2024
- All storm water measures depicted or described in the Storm Water Management Plan shall be completed by December 31, 2025 or this approval shall be null and void.
- Approval subject to Storm Water Management Practices Maintenance Agreement approved by the City's Common Council and recorded at the Washington County Register of Deeds.
- See attached special conditions.



 Signature of City Engineer

August 29, 2024

 Date

Attachment: W24-02 - SW Maint Agr to Council - Attachmt (Storm Water Maintenance Agreement - W24-02 Culvers)

**EXHIBIT B
OPERATIONS AND MAINTENANCE MANUAL**

Attachment: W24-02 - SW Maint Agr to Council - Attachmt (Storm Water Maintenance Agreement - W24-02 Culvers)

Operation & Maintenance Manual

For

Culver's of West Bend

2350 W Washington Street
West Bend, WI 53090

SECTION I OWNER INFORMATION

BMP OWNER INFORMATION

S & L Properties West Bend LLC
2561 Kirking Court
Portage, WI 53901
Representative: Jeff Liegel
Business Phone: (608) 742-2893
E-mail: jeff@bleedblue.net

GENERAL INFORMATION

The purpose of water quality Best Management Practices (BMPs) is to filter the first flush of rainwater before it enters the downstream lakes and streams. Through the use of these BMPs, the sediment and pollutant load in stormwater runoff is reduced, and in many cases the quantity of storm water runoff generated is also reduced. The use of BMPs also helps to reduce hydrocarbons, trash and debris from entering waterways.

OWNER RESPONSIBILITY

The BMP Owner shall be responsible for all maintenance and costs associated with the proposed BMPs. In addition, it is the owner's responsibility to perform and/or pay for inspections and maintenance as recommended below.

SECTION II SITE INFORMATION

The site contains one BMP for the purpose of sediment removal. This BMP is a dry detention basin. The basin is located southeast corner of the site.

See site exhibit for BMP and storm sewer locations.

The City of West Bend will require inspection reports of the water quality BMPs.

SECTION III STORM STRUCTURE MAINTENANCE

Storm structures are set at storm sewer pipe connections. Unless you have OSHA approved training and equipment, never enter a manhole.

Inspection

All inlet castings should be inspected per the Storm Water Facility Maintenance Inspection Checklist (Checklist). More frequent inspections should be performed in areas where there is higher potential for trash or litter and during the fall when leaves are present on the ground. Check the frame and lid for cracks and wear, such as rocking lids or lids moved by traffic.

Storm structures and the surrounding areas should be inspected per the Checklist for pollutants such as leaks from dumpsters, minor spills, and oil dumping. Take action to have the pollutant source removed.

Cleaning

Clean structures when there is a blockage of a water flow path or when sediment depth reaches per the Checklist. Cleaning should be performed in a way that ensures removed sediment and water is not discharged back into the storm sewer.

Safety

Work inside underground structures requires special OSHA-required confined space equipment and procedures. The most practical option may be to contract with a sewer cleaning contractor.

Materials Handling

Disposal of waste from maintenance of drainage facilities shall be conducted in accordance with federal, state, and local regulations. Removed sediment must be disposed of as solid waste. Water should be disposed of in a sanitary sewer after oils are removed using oil absorbent materials or other mechanical means. Used oil absorbents should be recycled or disposed of according to the manufacturer's instructions.

Repairs

Repair all security and access features so they are fully functional. This includes locking lids, covers, and ladder rungs. Replace broken parts or lids that rock or are moved by traffic.

SECTION IV CONVEYANCE MAINTENANCE (STORM SEWER)

Storm sewer pipes convey stormwater. Pipes are built from many materials and allow stormwater to infiltrate into the ground. Storm pipes are cleaned to remove sediment or blockages when problems are identified. Storm pipes must be clear of obstructions and breaks to prevent localized flooding.

Inspection

Pipes are difficult to inspect requiring special equipment and training. Usually, if a problem occurs the owner needs to call a sewer or plumbing contractor to inspect, repair or clean pipelines.

Cleaning

Clean pipes when sediment depth is greater than one-fourth of pipe diameter, with a maximum sediment depth of six inches. When cleaning a pipe, minimize sediment and debris discharges from pipes to the storm sewer. Install downstream debris traps (where applicable) before cleaning and then remove material. Generally, use mechanical methods to remove root obstructions from inside storm sewer pipes. Do not put root-dissolving chemicals in storm sewer pipes. If there is a problem, remove the vegetation around the storm sewer pipe.

Safety

Work inside underground structures requires special OSHA-required confined space equipment and procedures. The most practical option may be to contract with a sewer cleaning contractor.

Materials Handling

Disposal of waste from storm sewer pipe shall be conducted in accordance with federal, state, and local regulations. Removed sediment must be disposed of as solid waste. Water should be disposed of in a sanitary sewer after oils are removed using oil absorbent materials or other mechanical means. Used oil absorbents should be recycled or disposed of according to the manufacturer's instructions.

Repairs

Repair or replace pipes when a dent or break closes more than twenty-percent of the pipe diameter. Repair or replace pipes damaged by deterioration.

SECTION V DRY DETENTION SYSTEM

The site contains a proposed dry detention basin in the southeastern corner of the site. Detention facilities are designed to temporarily hold and slowly release stormwater by use of an earthen depression, infiltration, and a proposed overflow structure until completely drained.

Inspection

Inspect the facility for oil and other pollutants and remove any pollutants per the Checklist. Inspect sediment sump if present. Identify and report pollutant sources to the facility. Inspect vegetation and perform maintenance activities per the Checklist.

Cleaning

Remove trash and sediment per the Checklist.

Materials Handling

Disposal of waste from maintenance of drainage facilities shall be conducted in accordance with federal, state, and local regulations. Removed sediment must be disposed of as solid waste. Water should be disposed of in a sanitary sewer after oils are removed using oil absorbent materials or other mechanical means. Used oil absorbents should be recycled or disposed of according to the manufacturer's instructions.

Repairs

Repair and seed bare areas per the Checklist. Repair eroded slopes when rills form, where the cause of damage is present, or there is the potential for future erosion.

**EXHIBIT C
STORM WATER FACILITY MAINTENANCE INSPECTION CHECKLIST**

Attachment: W24-02 - SW Maint Agr to Council - Attachmt (Storm Water Maintenance Agreement - W24-02 Culvers)

Storm Water Facility Maintenance Inspection Checklist

INSPECTOR'S NAME & DATE:	
NAME & ADDRESS OF FACILITY:	
WEATHER:	

Activity	Schedule/ Frequency	Checked? (Y/N)	Maintenance Needed? (Y/N)	Maintenance Completed/ Observations & Remarks
Catch Basins				
Look for debris and sediment blocking catch basin grate. If found, remove.	Quarterly and after storm			
Look for sediment and trash in catch basin sump. Clean out if sediment fills 60% of the sump or comes within 6 inches of a pipe.	Quarterly and after storm			
Look for damage or cracks to frame, grate, basin walls or bottom. If found, repair or replace.	Annually			
Conveyances (pipes)				
Remove all trash and loose sediment. Remove sediment if it will impede water flow or clog downstream structures.	Quarterly and after storm			
Pond				
Check for slumping or sloughing of walls. If over 4 inches of slumping, consult with an engineer. Fix any erosion or scouring. If leaks, piping, or soft spots are found, consult with an engineer.	Quarterly			
Clean any oil sheen from water with oil-absorbent pads or vactor truck.	Monthly			
Vegetation				
On the pond walls/side slopes, mow grass to 4 - 9 inches. Remove clippings. Reseed bare areas.	Monthly			
On pond bottom, remove tree seedlings.	Semi-annually, during growing season			
Remove invasive and poisonous plants.	Semi-annually, during growing season			
Access and Safety				
Remove rodents if evidence found.	Quarterly			

Attach pictures, summary, sketches, and notes as appropriate.

Attachment: W24-02 - SW Maint Agr to Council - Attachmt (Storm Water Maintenance Agreement - W24-02 Culvers)



DATE: September 4, 2024
TO: Common Council
FROM: Max Marechal, City Engineer
SUBJECT: Forge Place: Roadway Reimbursement Agreement (We Energies Electric)

Could you place an item on the agenda for the September 09, 2024, meeting of the Common Council to consider a recommendation to approve a Roadway Reimbursement Agreement with WE Energies?

In the past few years the city created an industrial park within Tax Increment Financing District number 14 (TIF 14), installed road infrastructure and storm water management facilities, and extended utility services to serve this industrial park.

We are at the point where the City needs to have electric facilities extended along Forge Place to serve more parcels of land within the industrial park, similar to the extension that was done along River Road to bring the main power lines to the park's entrance.

Utility companies have the right to install their facilities within municipality-owned road right-of-way (ROW), but are bound to relocate those facilities at their cost if they become a conflict with a municipality project such as a road reconstruction for example.

WE Energies will install underground lines within the Forge Place ROW, which are much more expensive to relocate than overhead lines. For this reason, WE Energies would like to ensure that they would be compensated if the City would require a relocation in the future. The City and WE Energies entered into a similar agreement for the installation of the main power lines extended along River Road to serve the park.

We recommend that the Common Council approve this Forge Place agreement for execution by the mayor and the clerk.

If you have any questions or comments, please call me at (262) 335-5130.

ROADWAY REIMBURSEMENT AGREEMENT

Document Number

WR NO. 4888479/4909072

For good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, **CITY OF WEST BEND**, hereinafter referred to as "Grantor", owner of land, hereby grants and warrants to **WISCONSIN ELECTRIC POWER COMPANY, a Wisconsin corporation doing business as We Energies**, hereinafter referred to as "Grantee", a permanent agreement regarding the installation of Grantee's facilities within and beneath a part of city road right of way of **FORGE PLACE**, as described on the attached drawing, marked Exhibit "A," and made a part of this document, being a part of the **Southwest ¼ of Section 31, Township 11 North, Range 20 East**, in the City of West Bend, Washington County, Wisconsin.

For reference only, this document is not intended to encumber any land outside of the road right of way.

In the event that Grantee is required to relocate its facilities within the right of way of **FORGE PLACE** for the repair, improvement, relocation or replacement of any facilities, such as but not limited to, sanitary sewer, storm sewer, water mains, roadway construction, improvement or relocation, or any other similar improvements by Grantor or others having jurisdiction over said roadway, Grantor will reimburse Grantee all costs associated with said relocation of Grantee's facilities, and Grantor shall provide a suitable alternate location for such facilities with all necessary agreement rights for their construction and maintenance at the new location. If Grantee chooses to relocate its facilities at its own discretion, Grantee shall pay for all costs associated with said relocation.

RETURN TO:
We Energies
PROPERTY RIGHTS & INFORMATION GROUP
231 W. MICHIGAN STREET, ROOM P277
PO BOX 2046
MILWAUKEE, WI 53201-2046

ROW abutting parcels as indicated on Exhibit A
(Parcel Identification Number)

This agreement shall be binding upon and inure to the benefit of the heirs, successors and assigns of all parties hereto.

Grantor:

CITY OF WEST BEND

By: _____ By: _____
(Print name and title): _____ (Print name and title): _____

Personally came before me in _____ County, Wisconsin on _____, 2024,
the above named _____, the _____
and _____, the _____
of **CITY OF WEST BEND**, for the municipal corporation, by its authority, and pursuant to Resolution File No. _____ adopted by its Common Council on _____, 2024.

Notary Public Signature, State of Wisconsin

Notary Public Name (Typed or Printed)

(NOTARY STAMP/SEAL)

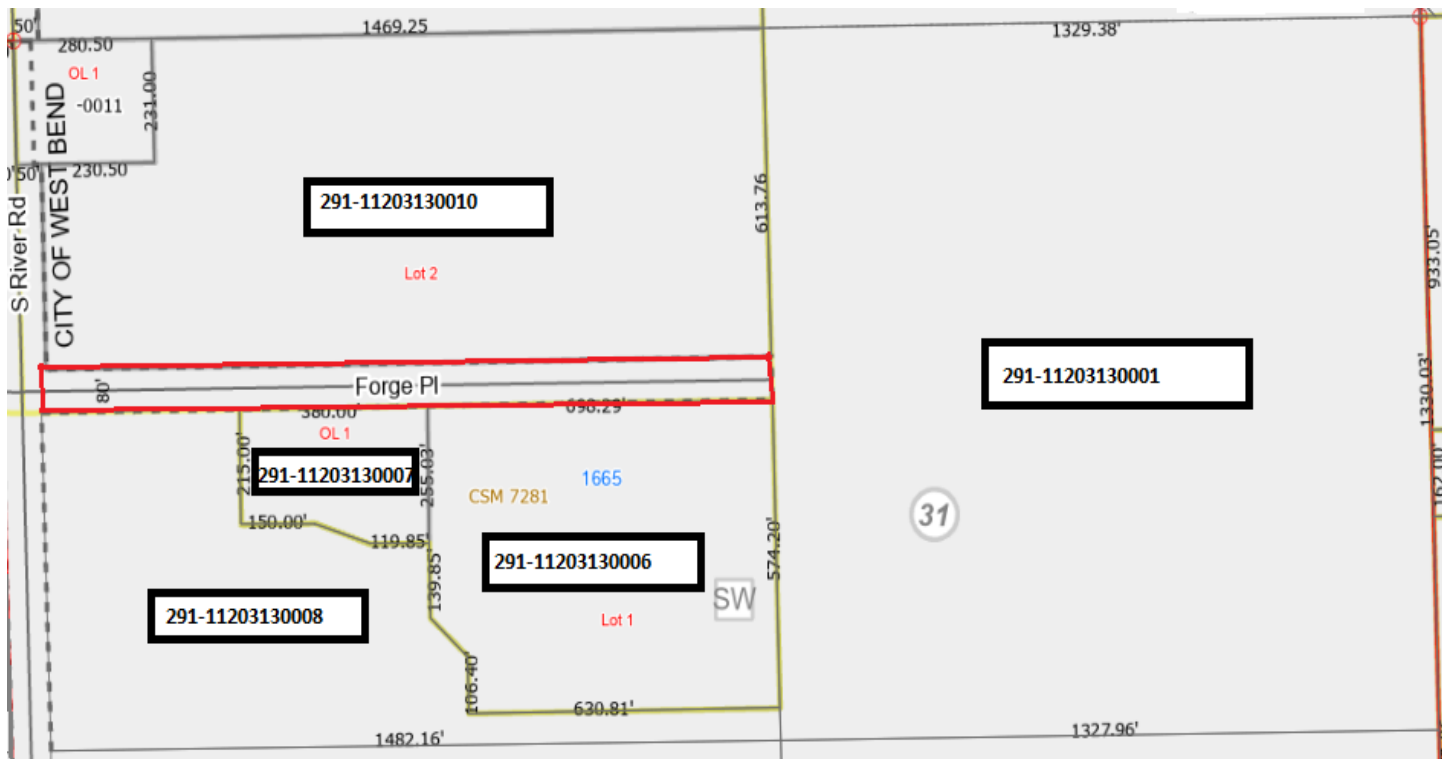
My commission expires _____

This instrument was drafted by Michele Arendt on behalf of Wisconsin Electric Power Company, PO Box 2046, Milwaukee, Wisconsin 53201-2046.

Attachment: 4888479_4909072_Roadway_Reimb_Agr - Forge Place - Forge Place Roadway Reimbursement Agreement (We Energies Electric))

EXHIBIT A

= Agreement Area



Attachment: 4888479_4909072_Roadway_Reimb_Agr - Forge Place (Forge Place: Roadway Reimbursement Agreement (We Energies Electric))

Paid Time Off (PTO) Policy

Proposal & Purpose

This Paid Time Off (PTO) policy outlines the guidelines and procedures for the accrual, usage and administration of paid time off for non-represented employees of the City of West Bend.

The proposal is for PTO to start accruing for eligible employees starting with the first paycheck in January 2025. Employees begin accruing their PTO on January 1, 2025. No vacation carryover allowed to 2025. Vacation, floating holidays and sick accrual ends on December 31, 2024. Ten regular holidays and bereavement leave will remain in effect.

The purpose is to offer the City of West Bend employees a competitive and flexible personal leave package. Employees will plan their time away from work and maximize productivity while on the job. PTO provides employees with the ability to use accrued hours for vacation, floating holidays, and sick leave.

Implementation

All eligible, non-represented employees moving to PTO will receive one-half of their vacation bank earned in 2024 to use in calendar year 2025 as PTO. The other half will be paid out in December 2024.

In addition, the hours accrued and not used in the employee's sick bank will move into an Extended Leave Bank. Additional information can be found below under both the Definitions and Extended Leave Bank (ELB) sections.

Definitions

- **Extended Leave Bank (ELB):** A bank created for each eligible employee for the deposit of earned, unused sick leave at the close of 2024. Described in further detail at the end of the PTO policy.
- **PTO:** Paid Time Off (PTO) is a benefit plan that consolidates paid leave benefits into a single "time-off bank" of paid leave, which the employee is responsible for managing and using.
- **PTO Bank:** The deposit of earned, accrued paid leave benefits. The accrual to be deposited into these bank accounts for time off benefits previously designated as sick leave, floating holidays and vacation.

Eligibility

PTO is accrued upon hire or transfer into a benefit-eligible position. Eligible non-represented employees must be scheduled to work at least 20 hours per week on a regular basis. Employees working less than 20 hours per week on a regular basis, elected, represented, limited, seasonal or temporary employees are not eligible to accrue PTO leave. For current employees who become eligible during the course of their employment due to an increase in hours (i.e. change in status

from part- to full-time service or vice versa) or movement from a union, will have a new accrual date. Credit may be given for prior years of service at the time of hire or start of accrual.

Scheduling and Use

- The scheduling of time off is dependent upon the judgement and discretion of the employee's Department Head or supervisor.
- Employees using planned PTO hours must seek prior approval from their supervisor per departmental protocol.
- The operational needs of the Department will be considered in granting requests of non-emergency nature. A Department Head or supervisor may grant approval of a PTO request by an employee, if the employee's absence does not negatively affect departmental workload, project completion and sufficient staffing levels exist.
- PTO leave will count as time worked for the purposes of calculating overtime.
- Usage of PTO and time worked cannot exceed the normal workday hours for the position.
- An employee cannot be paid for time at work and receive PTO pay at the same time.
- PTO can be requested and taken in no less than 15-minute increments with the agreement of the Department Head or supervisor.
- Employees who resign in good standing and give a minimum of two weeks written notice to the Human Resources Department prior to resignation, unless excused from this requirement because of compelling reasons, shall receive a PTO payout equal to the amount earned as of the last complete month worked prior to the date of resignation. Employees who do not resign in good standing with proper notice or who are terminated, may not receive a PTO payout.
- PTO balances paid out under this provision or in the event of the employee's retirement or death, will be paid in the payroll cycle following the last day of work, date of retirement or date of death.

Availability

- Newly eligible/hired employees accrue time starting on their first full check with the City (may be the second check if starting mid-pay period). Eligible employees must be scheduled to work at least 20 hours per week on a regular basis. Employees working less than 20 hours per week on a regular basis, on call, elected, represented, limited, seasonal or temporary employees are not eligible to accrue PTO leave.
- An employee's PTO bank shall not fall below zero. In the event that an employee has a zero balance in his/her PTO bank, the employee will immediately revert to unpaid time off. If an employee reverts to unpaid time without prior authorization of the Department Head and the Human Resources Director, the employee may be subject to disciplinary action.

Accrual and Schedules

- Each employee accrues PTO hours every pay period based upon their number of paid hours, salary grade and years of service, to a maximum accrual per pay period.
- PTO is determined by multiplying the number of regular hours paid each pay period by the amount listed in the chart below under “Maximum Hours Accrued each Pay Period”. The sum results in the hours of PTO time earned in that pay period.
- An employee's pay period accrual amount referenced in the chart below will change on January 1 of the employee's anniversary year that they reach 6, 13, and 24 years of service. Years of credit may be considered at time of hire.
- PTO accruals are deposited into eligible employees' PTO banks each bi-weekly pay period, which deposits will continue to accrue until the bank reaches the maximum accrual hours. Once the maximum is reached, no deposits will be made until the bank falls below the maximum. Accrued amounts roll over year over year until maximum hours in bank are met.

PTO Table: Salary Grades 10-65				
Completed Years of Service	FTE (Full Time Equivalent)	Maximum Hours Accrued each Pay Period	Maximum Hours in Bank	Annual Hrs Accrued
0 - 5.9	1.00	6.1600	240	160
	0.70	4.3120	240	112
	0.65	4.0040	240	104
	0.60	3.6960	240	96
	0.55	3.3880	240	88
	0.50	3.0800	240	80
6 - 12.9	1.00	7.7000	300	200
	0.70	5.3900	300	140
	0.65	5.0050	300	130
	0.60	4.6200	300	120
	0.55	4.2350	300	110
	0.50	3.8500	300	100
13 - 23.9	1.00	9.2400	360	240
	0.70	6.4680	360	168
	0.65	6.0060	360	156
	0.60	5.5440	360	144
	0.55	5.0820	360	132
	0.50	4.6200	360	120
24+	1.00	10.7700	420	280
	0.70	7.5390	420	196
	0.65	7.0005	420	182
	0.60	6.4620	420	168
	0.55	5.9235	420	154
	0.50	5.3850	420	140

PTO Table: Salary Grades 70-90				
Completed Years of Service	FTE (Full Time Equivalent)	Maximum Hours Accrued each Pay Period	Maximum Hours in Bank	Annual Hrs Accrued
0 - 5.9	1.00	7.7000	300	200
	0.70	5.3900	300	140
	0.65	5.0050	300	130
	0.60	4.6200	300	120
	0.55	4.2350	300	110
	0.50	3.8500	300	100
6 - 12.9	1.00	9.2400	360	240
	0.70	6.4680	360	168
	0.65	6.0060	360	156
	0.60	5.5440	360	144
	0.55	5.0820	360	132
	0.50	4.6200	360	120
13 - 23.9	1.00	10.7700	420	280
	0.70	7.5390	420	196
	0.65	7.0005	420	182
	0.60	6.4620	420	168
	0.55	5.9235	420	154
	0.50	5.3850	420	140
24+	1.00	12.3100	480	320
	0.70	8.6170	480	224
	0.65	8.0015	480	208
	0.60	7.3860	480	192
	0.55	6.7705	480	176
	0.50	6.1550	480	160

Attachment: Paid Time Off Policy (Implementation of Paid Time Off (PTO) Policy)

Accrual Limits

- The PTO bank shall not exceed the maximums listed in the charts, based on salary grade and completed years of service.
- If an employee's bank is at the maximum hours in bank amount, the employee will not accrue additional time over the maximum.
- Hours over the maximum will be forfeited.

Extended Leave Bank (ELB)

An ELB will be created for each eligible employee active on January 1, 2025, who has earned and unused sick leave as of the end of the day on December 31, 2024.

- No new hours shall be added to an employee's ELB after its creation on January 1, 2025.
- Each employee who has an ELB may use such leave for any period of absence from work due to illness or injury of the employee not covered by Worker's Compensation. Use of ELB leave shall be approved in advance by the Department Head or supervisor.
- Willful misuse of ELB leave or willful making of false reports regarding illness or injury shall subject employee to disciplinary action and shall be considered sufficient cause for discharge.
- Employee daily usage of ELB leave will be limited to their normal scheduled workday.

Employees who retire on immediate annuity from the Wisconsin Retirement System, shall receive fifty percent (50%) of unused ELB to a maximum of 480 hours paid, to be paid only upon retirement from City employment provided they have a minimum of ten (10) years of continuous full-time employment with the City immediately prior to the date of retirement.

RESOLUTION NO.
2024-2025 COMMON COUNCIL

Resolution Approving Appropriation of Funds for the Implementation of Paid Time Off (PTO)

WHEREAS, the City of West Bend contracted with McGrath Consulting Group, Inc. in 2022 to conduct a Compensation and Classification Study; and

WHEREAS, McGrath Consulting Group, Inc. recommended shifting the City's entire paid time program away from traditional vacation/sick leave programs to a more flexible program called Paid Time Off (PTO); and

WHEREAS, City administration and staff are prepared to implement the new PTO program on January 1, 2025; and

WHEREAS, in order to implement PTO, eligible employees will receive a payout of one-half of their accrued 2025 vacation time on December 13, 2024, and the other one-half of the accrued vacation hours will be deposited into their respective PTO banks starting on January 1, 2025; and

WHEREAS, the Administration, Finance, and Human Resources Departments request the Common Council authorize the appropriation of funds to implement PTO.

NOW, THEREFORE BE IT RESOLVED, that the Common Council of the City of West Bend authorizes the implementation of PTO, and the appropriation of the following funds to be allocated to respective departmental salary and FICA expense lines for the purpose of vacation accrual payouts as part of the program's implementation:

- **\$175,000.00 from General Fund Contingency Expense Account 01595502.59500**
- **\$42,205 from Water Utility Undesignated Fund Balance**
 - o Revenue Account: 074934.493700
- **\$25,615 from Sewer Utility Undesignated Fund Balance**
 - o Revenue Account: 084934.493700
- **\$7,265 from Communications Undesignated Fund Balance**
 - o Revenue Account: 234934.493700
- **\$1,280 from Rec Fund Undesignated Fund Balance**
 - o Revenue Account: 404934.493700
- **\$251 from Room Tax Undesignated Fund Balance**
 - o Revenue Account: 304934.493700
- **\$22,542 from Library Fund 21 Undesignated Fund Balance**
 - o Revenue Account: 214934.493700
- **\$1,511 from Library Fund 128 Undesignated Fund Balance**
 - o Revenue Account: 1284934.493700

Passed and Approved the 9th day of September, 2024

Introduced by Ald. _____

Joel Ongert, Mayor

Attest: Jilline Dobratz, City Clerk



Smile

WEST BEND

AGE-FRIENDLY ACTION PLAN 2024-2029

Attachment: SMILE Action Plan 2024 (SMILE West Bend Community Action Plan)

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Health & Wellness Objective 1 14

Health & Wellness Objective 2 14

Health & Wellness Objective 3 15

Health & Wellness Subcommittee 15

Attachment: SMILE Action Plan 2024 (SMILE West Bend Community Action Plan)

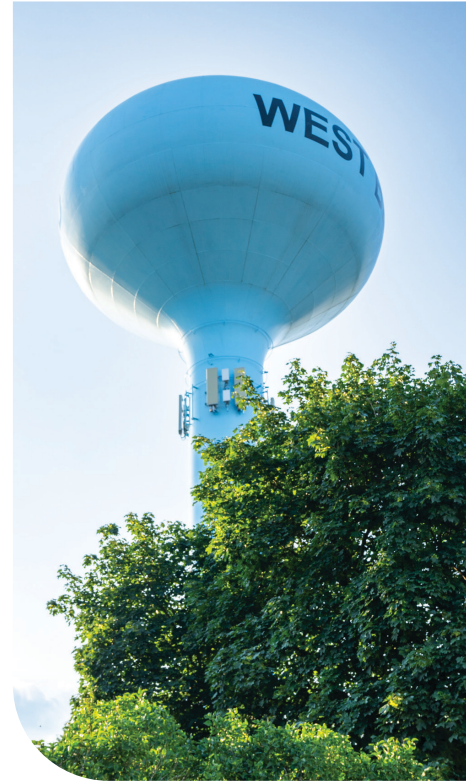


About **SMILE West Bend**

SMILE West Bend (Supporting Multigenerational Inclusive Living Environments) is a collection of community advocates and residents who are passionate about creating a more welcoming, inclusive, and empowering community for people of all ages. We seek to inspire everyone in West Bend to participate in creating a healthy, safe, accessible, and thriving community.

Since joining the AARP network of Age Friendly Communities in 2023, SMILE has gathered community feedback to identify areas of opportunity to make West Bend more age-friendly. This Action Plan is the culmination of this work and will guide our efforts over the next five years. SMILE has developed relationships with elected officials and municipal and county employees in order to turn this plan into reality.

Learn more about SMILE and see updates on our progress at ci.west-bend.wi.us/agefriendly



SMILE Committee Members

Alissa Becht – Aging & Disabilities Resource Center

Jane Becker – National Exchange Bank & Trust

Kamini Cotton – Charter Senior Living

Tammy Dickman – Aging & Disabilities Resource Center

Lisa Gilmore – Interfaith Caregivers

Amy Hackman – Aurora West Bend

Paula Hader – Senior Citizens Activities

Lorraine Henrickson – Volunteer

Nancy Larson – West Bend Community Memorial Library

Nicole Lezynski – The Threshold Incorporated

Amy Maurer – Froedtert West Bend

Ashley Reynolds – Kettle Moraine YMCA

Carrie Sturn - Cedar Community

Iva Thelen – Ideal Senior Living Solutions



Community Profile

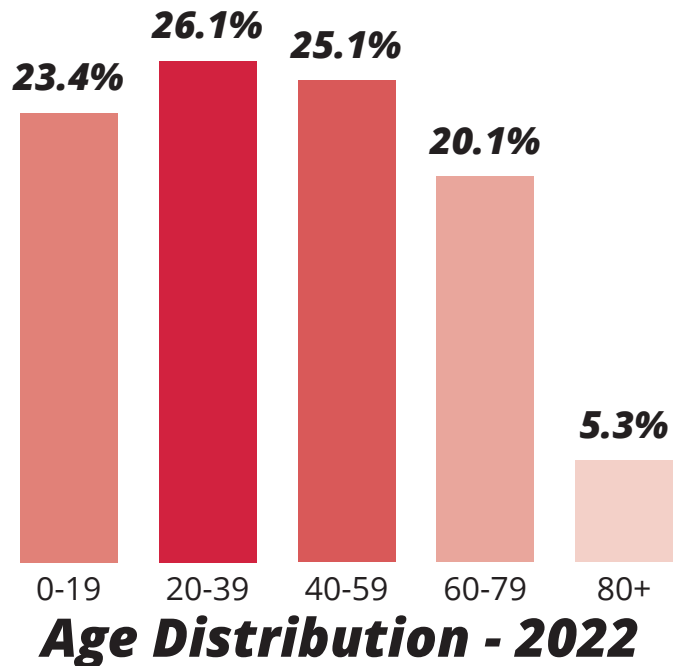
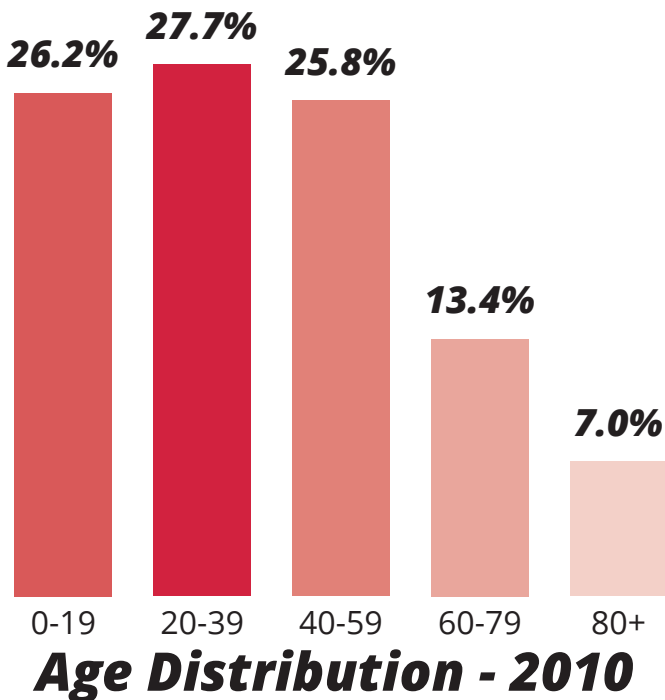
WEST BEND, WI

Like communities around the United States, West Bend has seen an increase in the age of its population over the past decade. This trend does not show any sign of slowing down. According to AARP, within the next decade, the number of American adults older than 65 will be greater than the number of children under 18

These trends emphasize the importance of providing age-friendly resources and engage community members of all generations.



	Population	Median Age	Mean Earnings	% Female
All West Bend Residents	31,682	40.5	\$90,705	50.9%
West Bend Residents 60+	8,050	70.3	\$59,133	57.5%



Data from the US Census Bureau

Community Survey

FALL 2023

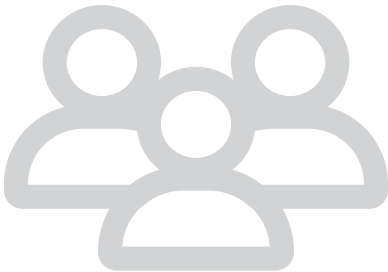
SMILE West Bend surveyed 378 West Bend residents in September and October of 2023 to gather feedback on the City's current age-friendly offerings. City of West Bend residents ages 50 and older answered questions related to each of AARP's 8 Domains of Livability—Housing, Outdoor Spaces & Buildings, Transportation, Civic Participation & Employment, Communication & Information, Respect & Social Inclusion, and Health Services & Community Supports.

This data served as a guide for SMILE as the committee put together its five-year action plan. Below are selected findings, and the full Survey Report can be found at ci.west-bend.wi.us/agefriendly.



65% of respondents

Consider it important to continue living in West Bend as long as possible.



Over 20%

Feel "left out" or "lacking companionship" on a regular basis.



60% of respondents

Rate West Bend's parks and public spaces as , "Good," "Very Good," or "Excellent."



50% of respondents

Rate the City's public transportation options as "Poor" or "Fair."

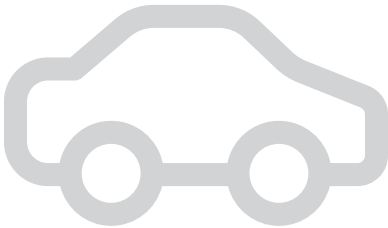
Action Plan – Domains of Emphasis

With the Community Survey data collected, SMILE selected three domains of emphasis to feature in our action plan. While work could be done in any of the eight domains of livability, the committee identified these domains as the most significant areas of opportunity based on West Bend’s current offerings, the feedback of residents, and the committee’s expertise.



Communication

An informed, engaged community provides opportunities and resources to all residents. Many seniors feel detached and lonely in a world that has shifted to new forms of communication and connection. SMILE wants to ensure all City of West Bend residents have access to important health and wellness information as well as information regarding opportunities to get involved and enjoy the many exciting community resources offered in our city.



Transportation

As people age, getting around can become a challenge. Whether residents are walking, biking, driving, or using public transportation, SMILE’s aim is to explore factors preventing residents from where they want to go. The foundation of a transportation-friendly community already exists in West Bend, and through this action plan we seek to connect resources with those who need them.



Health & Wellness

Healthy habits are important to a thriving community no matter your age. As residents age, SMILE seeks to provide accessible healthcare resources to address all aspects of wellness. This extends to preventative care, regular checks, emergency preparedness, as well as opportunities for seniors to enjoy healthy habits in a fun, community setting such as the newly-created Fun & Fit Games for 50+ers.

Domain 1: Communication

Through the Age-Friendly Community Survey and other contact with residents, SMILE has identified opportunities for West Bend to improve its communication offerings and distribution.

CHALLENGES

- Many communication resources and platforms have shifted to digital-only, which can exclude seniors without access to Internet in their homes.
- Printed community information was marked as an area of need by Survey respondents, with 24% rating West Bend's printed information access as "Poor" or "Fair."
- New and ever-changing technology can be a challenge for older residents to utilize, preventing them from engaging with their community or connect with loved ones.
- Homebound residents can feel lonely or isolated, lacking human contact or seeking opportunities to get involved. 22% of Survey respondents indicated they do not engage in education or self-improvement opportunities in West Bend.
- The survey data collected, while valuable, has limitations in its reach, as homebound residents can be more difficult to contact. SMILE does not want to neglect this demographic.
- Residents were frequently unaware of the resources and opportunities offered in their community. West Bend lacks a singular resource for information targeted to older adults.

OBJECTIVES

SMILE seeks to address these challenges through the objectives listed below. Included in each objective are a set of strategies that provide more specific approaches and timelines.

Objective 1

Reach all City of West Bend residents ages 50+ with aging and social engagement information.

Objective 2

Provide homebound and isolated residents with connection, resources, and support.

Objective 3

Continue the growth of 211 Connect as a resource in the community and increase awareness of the services offered.

Communication Objective 1

Reach all City of West Bend residents ages 50+ with aging and social engagement information.

Strategy	Target Completion
Provide digital communication options including a quarterly SMILE newsletter and posts on organization Facebook pages to promote upcoming events and report on the committee's progress.	Fall 2024
Host quarterly connection events including Q&A sessions with committee members and local leaders, recreational walks, and other activities.	Spring 2025
Collaborate with the West Bend School District, Moraine Park Technical College (MPTC), Aging & Disability Resource Center (ADRC), and Library to grow and promote technology training events, connecting seniors with students.	Spring 2025

Communication Objective 2

Provide homebound and isolated residents with connection, resources, and support.

Strategy	Target Completion
Coordinate Comfort Call program through Interfaith Caregivers of Washington County to address loneliness and separation felt by homebound residents.	Summer 2025
Revive the Connection Box program through Aurora Health Care to provide free resources including informational materials, activities, health and wellness information, emergency preparedness resources, and more.	Fall 2024
Connect with community organizations on volunteer opportunities to create a list of available opportunities for engaging with the community.	Summer 2025

Communication Objective 3

Continue the growth of 211 Connect as a resource in the community and increase awareness of the services offered.

Strategy	Target Completion
Partner with Impact 211 and Froedtert to host 211 training sessions for both organizations and residents. Record sessions through West Bend Community Television and host them on the City of West Bend YouTube page to serve as a resource.	Spring 2025
Distribute 211 cards and information to residents outlining services offered and usage information in both English and Spanish.	Fall 2024
Identify needs and opportunities in the Mental Health sector to address the high volume of calls in this field.	Summer 2025

Communication Subcommittee

Members of the SMILE committee have volunteered to serve on the Communication Subcommittee in order to oversee the progress towards completing each strategy and objective, as well as identifying new opportunities for growth and improvement. If you are interested in learning more about this subcommittee or would like to join, please email Jacob Moeller at moellerj@ci.west-bend.wi.us.

MEMBERS

- Alissa Becht – Aging & Disabilities Resource Center
- Tammy Dickman – Aging & Disabilities Resource Center
- Amy Hackman – Aurora West Bend
- Amy Maurer – Froedtert West Bend
- Nancy Larson – West Bend Community Memorial Library
- Nicole Leszynski – The Threshold Incorporated
- Iva Thelen – Ideal Senior Living Solutions
- Kamini Cotton – Charter Senior Living

Domain 2: Transportation

SMILE seeks to create a community where residents can get where they need to go as well as where they want to go even if they are unable to drive a car.

CHALLENGES

- Car-focused infrastructure creates challenges for pedestrians and cyclists to access healthcare, groceries, and other necessities.
- Residents have raised concerns about the City of West Bend's crosswalk marking and signage policy and the danger it presents to pedestrians and bikers.
- Transportation services are currently available for residents to schedule, but are limited to preplanned, necessary travel. Options are very limited for spontaneous or leisure trips.
- West Bend offers many excellent parks and trails that are utilized by pedestrians and cyclists. However, the intersection between these trails and roads creates confusion and potential hazards as vehicles and pedestrians cross.
- Some drivers have fallen out of the habit of checking for pedestrians at crossings, monitoring speed on roadways, and yielding the right-of-way.
- The recent closure of the Washington County Commuter Express eliminated an option for West Bend residents looking to get to and from Milwaukee.

OBJECTIVES

Transportation presents many challenges, and SMILE has identified the following three objectives as the first course of action to make West Bend more accessible for all residents.

Objective 1

Address the gap between rideshare availability and demand in West Bend.

Objective 2

Encourage pedestrian safety and accessibility throughout West Bend for residents of all ages.

Objective 3

Explore options for safer signage and street markings at high-traffic intersections within the City of West Bend.

Transportation Objective 1

Address the gap between rideshare availability and demand in West Bend.

Strategy	Target Completion
Collaborate with Washington County Shared Ride Taxi and West Bend Taxi service to identify gaps in offerings. Collect data to understand why these issues exist and what may be done to address them.	Fall 2026
Investigate commercial shared-ride service offerings such as Uber and Lyft in West Bend. Develop ways these programs could better serve aging residents.	Summer 2025
Explore a partnership between Washington County and Fond du Lac/Waukesha County similar to the one already in place between Washington and Ozaukee County	Winter 2027

Transportation Objective 2

Encourage pedestrian safety and accessibility throughout West Bend for residents of all ages.

Strategy	Target Completion
Develop "Safe Walking" maps and resources showing accessible routes between key city landmarks and popular shopping locations. Highlight routes that bypass high-traffic areas. Allow residents to report incidents and areas of concern.	Fall 2025
Address key issues surrounding pedestrian safety with public service announcements from the West Bend Police Department including crosswalk right-of-way.	Spring 2025
Promote safe, accessible sidewalks throughout West Bend through Interfaith Caregiver's Snow Removal Program, church groups, and other Neighbors-Helping-Neighbors groups to ensure that sidewalks are accessible in all seasons. Collaborate to connect organizations and volunteers with people in need.	Winter 2026

Transportation Objective 3

Explore options for safer signage and street markings at high-traffic intersections within the City of West Bend.

Strategy	Target Completion
Address City of West Bend crosswalk marking policy as outlined by the City Engineering department. See what can be done to ensure pedestrians can cross the street safely.	Spring 2025
Identify key pedestrian traffic intersections where a Crosswalk Warning Light system may be beneficial, such as on the Eisenbahn State Trail. Investigate cost and funding opportunities to install these systems.	Summer 2026
Research other nearby communities that employ safe-walking signage and pedestrian marking and explore ways for better signage to be implemented in West Bend.	Winter 2026

Transportation Subcommittee

Members of the SMILE committee have volunteered to serve on the Transportation Subcommittee in order to oversee the progress towards completing each strategy and objective, as well as identifying new opportunities for growth and improvement. If you are interested in learning more about this subcommittee or would like to join, please email Jacob Moeller at moellerj@ci.west-bend.wi.us.

MEMBERS

Sophia Reynolds – Interfaith Caregivers

Paula Hader – Senior Citizens Activities

Ashley Reynolds – Kettle Moraine YMCA

Lorraine Henrickson – Volunteer

Jane Becker – National Exchange Bank & Trust

Domain 3: Health & Wellness

Staying healthy can be fun and interactive at any age. With this focus domain, SMILE will provide West Bend residents with ways to stay fit and be prepared for emergency action plans.

CHALLENGES

- 27% of Survey respondents or their spouses have a disability, handicap or chronic disease. Caring for these conditions can become increasingly difficult with age.
- Some seniors find it difficult to receive preventative care or regular checks of their blood pressure, memory, and other screenings.
- Establishing healthy habits can be difficult to complete for a person on their own, particularly without resources and expertise from professionals.
- While only 16% of Survey respondents say they currently care for an aging loved one, 60% indicate it is likely they will do so in the future. This unpaid care can become a challenge for both the caregiver and receiver, who may feel they are unprepared.
- Caregivers often feel overwhelmed or unsupported and do not know where to turn with questions and to find resources.
- Finding new ways to stay active with age is difficult as there are fewer options for older adults to participate in organized sports and activities.

OBJECTIVES

Health and wellness are important at every age. In this domain, SMILE will promote opportunities and resources to help residents stay active and prepared.

Objective 1

Provide public, accessible healthcare resources and checks to residents.

Objective 2

Encourage seniors and caregivers to create a Personal Action Plan for emergencies and other situations with training and provided resources.

Objective 3

Support and grow the Fun & Fit Games for 50+ers hosted by Senior Citizens Activities, Inc.

Health & Wellness Objective 1

Provide public, accessible healthcare resources and checks to residents.

<i>Strategy</i>	<i>Target Completion</i>
Facilitate field screenings at public events and accessible locations including blood pressure, glucose, balance, memory, depression, and kidney screenings.	Summer 2025
Partner with local high schools, colleges, and universities to facilitate health and wellness checks in the community as part of their course or volunteer work.	Fall 2025
Provide physical and mental health resources through SMILE's communication channels, including quarterly diet and exercise tips through the SMILE newsletter.	Fall 2024

Health & Wellness Objective 2

Encourage seniors and caregivers to create a Personal Action Plan for emergencies and other situations with training and provided resources.

<i>Strategy</i>	<i>Target Completion</i>
Provide a template and worksheet for caregivers and seniors to complete together and discuss how various situations can be avoided or responded to.	Spring 2025
Distribute emergency resources such as refrigerator magnets and emergency supply kits.	Winter 2025
Partner with the ADRC's Caregiver Coalition to provide training, resources, and support to caregivers in the community. Record information sessions and PSAs on West Bend Community Television to serve as a resource.	Fall 2025

Health & Wellness Objective 3

Support and grow the Fun & Fit Games for 50+ers hosted by Senior Citizens Activities, Inc.

Strategy	Target Completion
Promote the Fun & Fit Games and other senior wellness opportunities using SMILE communication channels.	Spring 2025
Promote opportunities to sponsor, volunteer, and support the event to individuals and organizations within the community.	Spring 2025
Explore collaboration and partnership with the Ozaukee County Fun & Fit Games. Encourage residents from both counties to participate in both events.	Spring 2026

Health & Wellness Subcommittee

Members of the SMILE committee have volunteered to serve on the Health & Wellness Subcommittee in order to oversee the progress towards completing each strategy and objective, as well as identifying new opportunities for growth and improvement. If you are interested in learning more about this subcommittee or would like to join, please email Jacob Moeller at moellerj@ci.west-bend.wi.us.

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- Amy Maurer – Froedtert West Bend
- Amy Hackman – Aurora West Bend
- Lisa Gilmore – Interfaith Caregivers
- Tammy Dickman – Aging & Disability Resource Center
- Carrie Sturn – Cedar Community
- Paula Hader – Senior Activities, Inc.
- Kamini Cotton – Charter Senior Living
- Ivy Francis – Charter Senior Living
- Ashley Reynolds – Kettle Moraine YMCA



Smile

WEST BEND



DATE: September 3, 2024
 TO: Common Council
 FROM: Max Marechal, City Engineer
 SUBJECT: Acquisition offers from WisDOT: Curb ramps project ID 2707-08-20

Could you place an item on the agenda for the September 09, 2024, meeting of the Common Council to consider a recommendation to accept offers from the Wisconsin Department of Transportation (WisDOT) of real estate acquisition for their curb ramps project?

WisDOT is looking to improve curb ramps along connecting highways within the City of West Bend, to meet compliance with the latest federal ADA standards. A project location map is included in your packets.

The ramps upgrades require acquisition of land and land rights from properties abutting the ramps locations, including eight (8) properties owned by the City of West Bend where WisDOT is proposing to purchase temporary limited easements (TLE) and right-of-way (ROW). WisDOT’s letter indicates that they are authorized to purchase the needed ROW and TLE without an appraisal, and that their offers are based on a market land sales study for the area. The summary of the offers is shown below, and the pages from their approved plat showing the parcels are included in your packet, as well as the legal descriptions for the lands of interest.

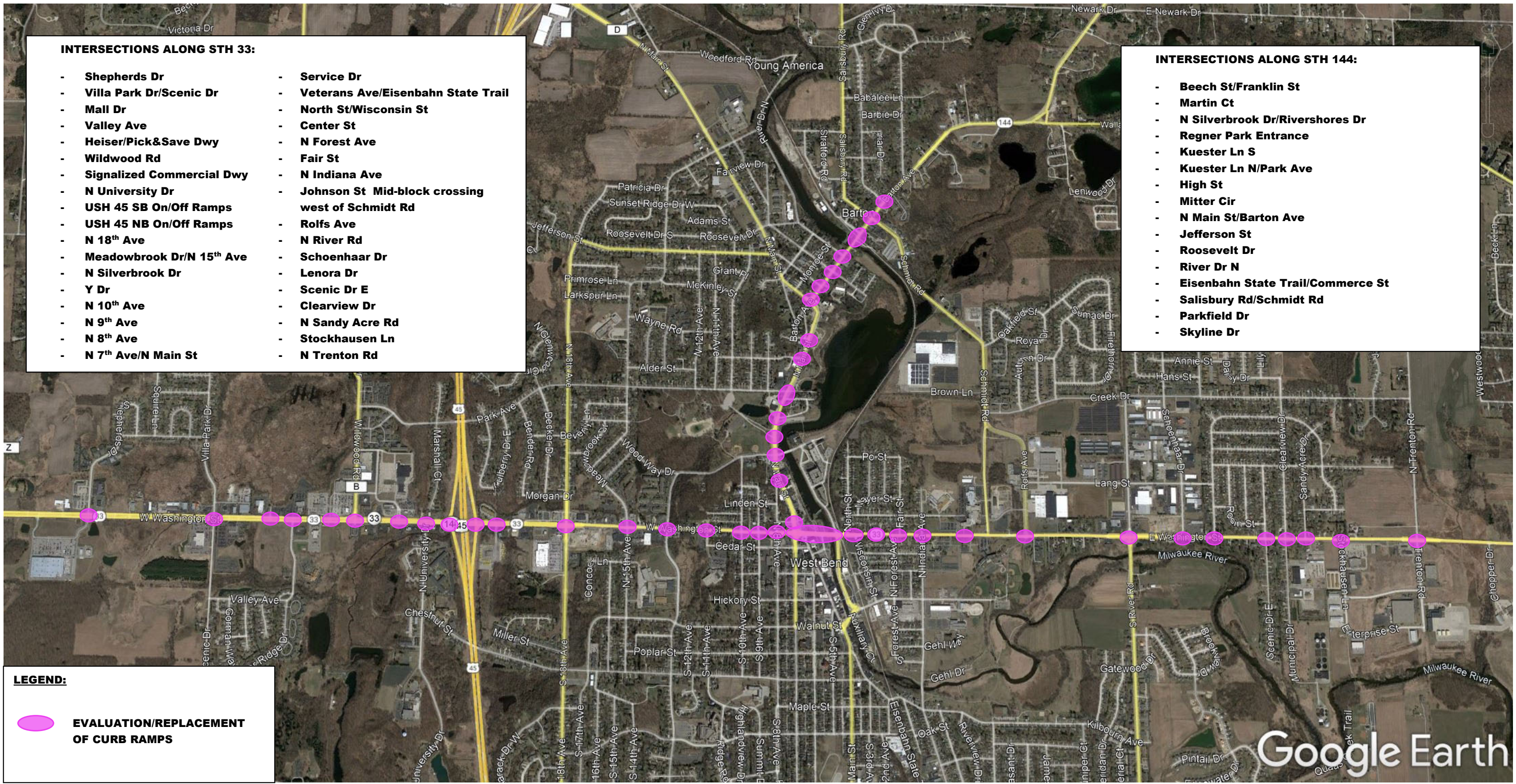
Parcel number	TLE Sq.Ft.	TLE Value	ROW Sq.Ft.	ROW Value	Total Value	Offer
33	57	\$ 149.00			\$ 149.00	\$ 500.00
123	203	\$ 529.00			\$ 529.00	\$ 600.00
124	932	\$ 304.00			\$ 304.00	\$ 500.00
125	5,005	\$ 1,630.00	1,213	\$ 1,213.00	\$ 2,843.00	\$ 2,900.00
126	387	\$ 756.00			\$ 756.00	\$ 800.00
127	85	\$ 167.00			\$ 167.00	\$ 500.00
128	493	\$ 803.00			\$ 803.00	\$ 900.00
129	258	\$ 420.00			\$ 420.00	\$ 500.00
					\$ 5,971.00	\$ 7,200.00

Staff recommends that the Common Council approve these offers and authorize execution of the associated paperwork by City Officials.

If you have any questions or comments, please call me at (262) 335-5130.

PROJECT LOCATION MAP


ID 2707-08-00 Southeast Region ADA Curb Ramps West Bend Area Various Locations Per Plan Washington County



- INTERSECTIONS ALONG STH 33:**
- Shepherds Dr
 - Villa Park Dr/Scenic Dr
 - Mall Dr
 - Valley Ave
 - Heiser/Pick&Save Dwy
 - Wildwood Rd
 - Signalized Commercial Dwy
 - N University Dr
 - USH 45 SB On/Off Ramps
 - USH 45 NB On/Off Ramps
 - N 18th Ave
 - Meadowbrook Dr/N 15th Ave
 - N Silverbrook Dr
 - Y Dr
 - N 10th Ave
 - N 9th Ave
 - N 8th Ave
 - N 7th Ave/N Main St
 - Service Dr
 - Veterans Ave/Eisenbahn State Trail
 - North St/Wisconsin St
 - Center St
 - N Forest Ave
 - Fair St
 - N Indiana Ave
 - Johnson St Mid-block crossing west of Schmidt Rd
 - Rolfs Ave
 - N River Rd
 - Schoenhaar Dr
 - Lenora Dr
 - Scenic Dr E
 - Clearview Dr
 - N Sandy Acre Rd
 - Stockhausen Ln
 - N Trenton Rd

- INTERSECTIONS ALONG STH 144:**
- Beech St/Franklin St
 - Martin Ct
 - N Silverbrook Dr/Rivershores Dr
 - Regner Park Entrance
 - Kuester Ln S
 - Kuester Ln N/Park Ave
 - High St
 - Mitter Cir
 - N Main St/Barton Ave
 - Jefferson St
 - Roosevelt Dr
 - River Dr N
 - Eisenbahn State Trail/Commerce St
 - Salisbury Rd/Schmidt Rd
 - Parkfield Dr
 - Skyline Dr

LEGEND:

 **EVALUATION/REPLACEMENT OF CURB RAMPS**

Attachment: 27070800_Project Location Map (Acquisition offers from WisDOT: Curb ramps project ID 2707-08-20)

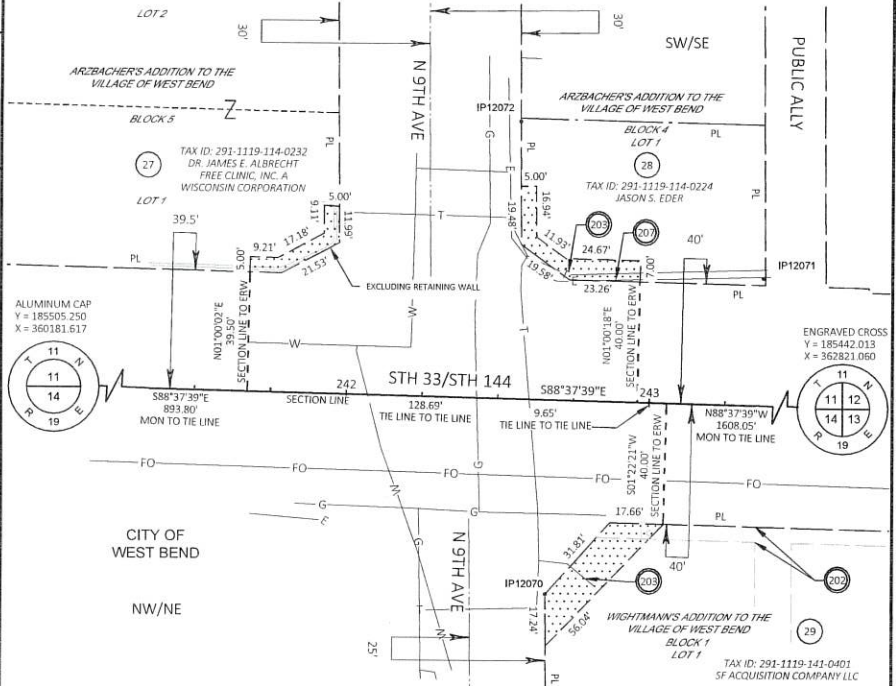
NOTES:
THIS EXHIBIT IS A GRAPHIC REPRESENTATION AND IS FOR REFERENCE. PURPOSES ONLY. REFER TO THE CONVEYANCE DOCUMENT FOR PARCEL RELATED DETAILS.

R/W PROJECT NUMBER: 2707-08-20 EXHIBIT NUMBER: 4.13

FEE AND TLE ACQUISITION EXHIBIT
SOUTHEAST REGION ADA CURB RAMPS
WASHINGTON COUNTY VARIOUS LOCATIONS
WASHINGTON COUNTY

EXISTING MONUMENTS			
POINT	Y (NORTHING)	X (EASTING)	DESCRIPTION
IP12070	185417.284	361178.606	IP 1.25' OD FND
IP12071	185521.889	361145.329	IP 1.25' OD FND
IP12072	185573.58	361165.026	IP 1.25' OD FND

HWY	BASIS OF EXISTING R/W	WIDTH	YEAR
STH 33/STH 144	PROJECT STP 029(44)/1410-01-20	147.5' (W1/2), 80' (E1/2)	1995
STH 33/STH 144	ARZBACHER'S ADDITION TO THE VILLAGE OF WEST BEND	66'	1858
9TH AVE	PROJECT STP 029(44)/1410-01-20	60' (N1/2), 50' (S1/2)	1995
9TH AVE	ARZBACHER'S ADDITION TO THE VILLAGE OF WEST BEND	60'	1858



SCHEDULE OF LANDS & INTERESTS REQUIRED

PARCEL NUMBER	OWNER(S)	INTEREST REQUIRED	FEE S.F.	TLE S.F.
27	DR. JAMES E. ALBRECHT FREE CLINIC, IN A WISCONSIN CORPORATION	TLE	---	199
28	JASON S. EDER	TLE	---	338
29	SF ACQUISITION COMPANY LLC	TLE	---	550

UTILITY INTERESTS REQUIRED

UTILITY NUMBER	UTILITY OWNER(S)	RELEASE OF RIGHTS
202	WE ENERGIES (ELECTRIC)	RELEASE OF RIGHTS
203	AT&T WISCONSIN (COMMUNICATION)	RELEASE OF RIGHTS
207	CITY OF WEST BEND (ELECTRIC)	RELEASE OF RIGHTS

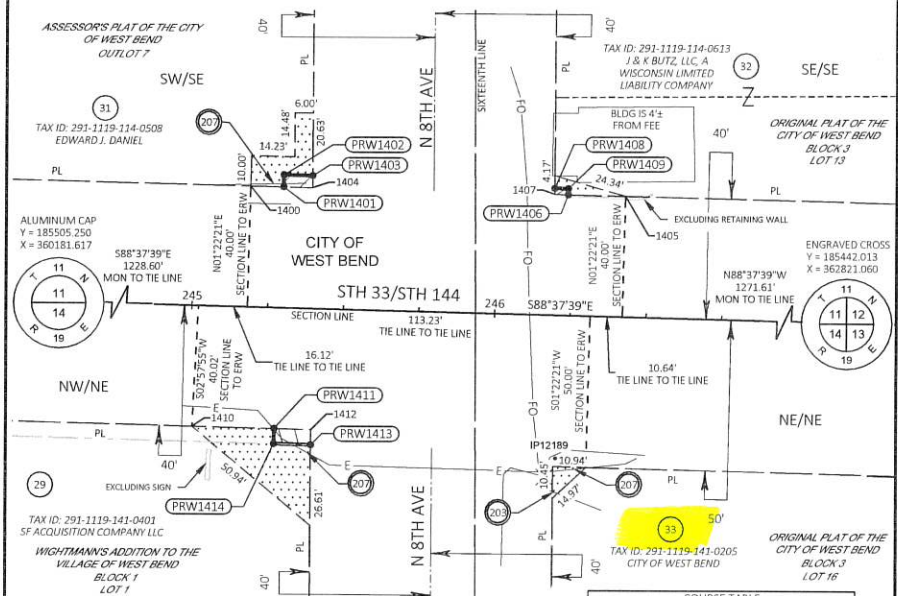
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R/W PROJECT NUMBER: 2707-08-20 EXHIBIT NUMBER: 4.14

FEE AND TLE ACQUISITION EXHIBIT
SOUTHEAST REGION ADA CURB RAMPS
WASHINGTON COUNTY VARIOUS LOCATIONS
WASHINGTON COUNTY

STATION & OFFSET TABLE		
POINT NO.	STATION	OFFSET
1400	245+38.29	40.00'
PRW1401	245+29.16	40.00'
PRW1402	245+29.16	44.00'
PRW1403	245+38.65	44.00'
1404	245+38.73	40.00'
1405	246+42.16	40.00'
PRW1406	246+23.21	40.00'
1407	246+18.74	40.00'
PRW1408	246+18.70	42.00'
PRW1409	246+23.21	42.00'
1410	245+01.06	40.00'
PRW1411	245+28.20	40.00'
1412	245+40.36	40.00'
PRW1413	245+40.46	45.00'
PRW1414	245+28.20	45.00'

HWY	BASIS OF EXISTING R/W	WIDTH	YEAR
STH 33/STH 144	PROJECT STP 029(44)/1410-01-20	VARIES (E1/2), 80' (W1/2)	1995
STH 33/STH 144	ASSESSOR'S PLAT OF THE CITY OF WEST BEND	35' (N1/2)	1959
STH 33/STH 144	ARZBACHER'S ADDITION TO THE VILLAGE OF WEST BEND	66'	1858
STH 33/STH 144	ORIGINAL PLAT OF THE CITY OF WEST BEND	---	1846
8TH AVE	ORIGINAL PLAT OF THE CITY OF WEST BEND	---	1846
8TH AVE	PROJECT STP 029(44)/1410-01-20	80'	1995
8TH AVE	ASSESSOR'S PLAT OF THE CITY OF WEST BEND	40' (W1/2)	1959
8TH AVE	ARZBACHER'S ADDITION TO THE VILLAGE OF WEST BEND	80'	1858



SCHEDULE OF LANDS & INTERESTS REQUIRED

PARCEL NUMBER	OWNER(S)	INTEREST REQUIRED	FEE S.F.	TLE S.F.
29	SF ACQUISITION COMPANY LLC	FEE/TLE	61	560
31	EDWARD J. DANIEL	FEE/TLE	38	253
32	J & K BUTZ, LLC, A WISCONSIN LIMITED LIABILITY COMPANY	FEE/TLE	9	63
33	CITY OF WEST BEND	TLE	---	57

UTILITY INTERESTS REQUIRED

UTILITY NUMBER	UTILITY OWNER(S)	RELEASE OF RIGHTS
202	WE ENERGIES (ELECTRIC)	RELEASE OF RIGHTS
203	AT&T WISCONSIN (COMMUNICATION)	RELEASE OF RIGHTS
207	CITY OF WEST BEND (ELECTRIC)	RELEASE OF RIGHTS

COURSE TABLE		
COURSE	BEARING	DISTANCE
1400-PRW1401	S88°37'39"E	10.87'
PRW1401-PRW1403	N01°22'21"E	4.00'
PRW1403-PRW1404	S88°37'39"E	9.49'
PRW1404-1404	S00°12'23"E	4.00'
1404-PRW1401	N88°37'39"W	9.57'
1405-PRW1406	N88°37'39"W	18.95'
PRW1406-1407	N88°37'39"E	4.46'
1407-PRW1408	N00°12'23"E	2.00'
PRW1408-PRW1409	S88°37'39"E	4.51'
PRW1409-PRW1406	S01°22'21"W	2.00'
1410-PRW1411	S88°37'39"E	27.14'
PRW1411-1412	S88°37'39"E	12.15'
1412-PRW1413	S00°12'23"E	5.00'
PRW1413-PRW1414	N88°37'39"W	12.26'
PRW1414-PRW1411	N01°22'21"E	5.00'

EXISTING MONUMENTS			
POINT	Y (NORTHING)	X (EASTING)	DESCRIPTION
IP12089	185393.837	362746.599	IP 1.25' OD FND

Attachment: ALL Parcels (Acquisition offers from WisDOT: Curb ramps project ID 2707-08-20)

R/W PROJECT NUMBER: 2707-08-20 EXHIBIT NUMBER: 4.15
 FEE AND TLE ACQUISITION EXHIBIT
 SOUTHEAST REGION ADA CURB RAMPS
 WASHINGTON COUNTY VARIOUS LOCATIONS
 STH 33/STH 144 WASHINGTON COUNTY
 THAT PART OF LOT 8 BLOCK 2 OF WEIL'S ADDITION TO THE CITY OF WEST BEND,
 LOCATED IN PART OF THE NE1/4 OF THE NE1/4 OF SECTION 14, TOWNSHIP 11
 NORTH, RANGE 19 EAST, CITY OF WEST BEND, WASHINGTON COUNTY,
 WISCONSIN.

HWY	BASIS OF EXISTING R/W	WIDTH	YEAR
STH 33	PROJECT STP 029(44)/1410-01-20	VARIES	1995
STH 33	WEIL'S ADDITION TO THE CITY OF WEST BEND	66'	1853
STH 33	PROJECT WISC 2012010/1410-07-20	VARIES	2011
N MAIN ST	PROJECT STP 029(44)/1410-01-20	80'	1995
N MAIN ST	PROJECT WISC 2012010/1410-07-20	VARIES	2011



SCHEDULE OF LANDS & INTERESTS REQUIRED

OWNERS NAMES ARE SHOWN FOR REFERENCE PURPOSES ONLY AND ARE SUBJECT TO CHANGE PRIOR TO THE TRANSFER OF LAND INTERESTS TO THE DEPARTMENT

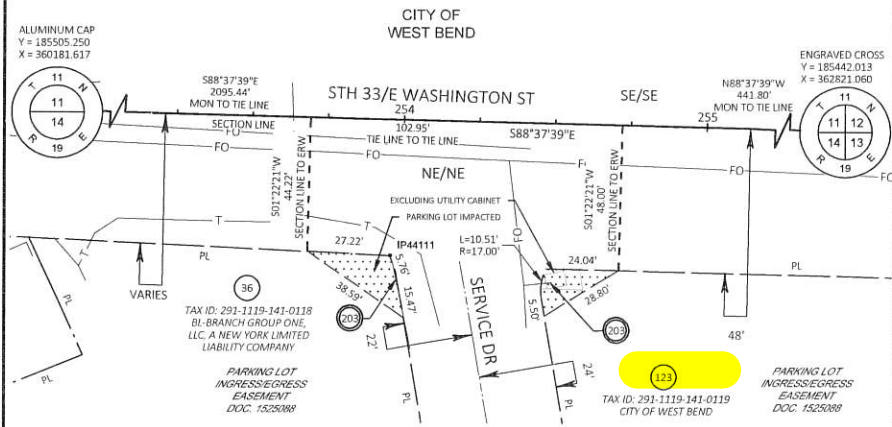
PARCEL NUMBER	OWNER(S)	INTEREST REQUIRED	FEE S.F.	TLE S.F.
ELIMINATED		TLE	---	---



R/W PROJECT NUMBER: 2707-08-20 EXHIBIT NUMBER: 4.16
 FEE AND TLE ACQUISITION EXHIBIT
 SOUTHEAST REGION ADA CURB RAMPS
 WASHINGTON COUNTY VARIOUS LOCATIONS
 STH 33/STH 144 WASHINGTON COUNTY
 THAT PART LANDS LOCATED IN PART OF THE NE1/4 OF THE NE1/4 OF SECTION 14,
 TOWNSHIP 11 NORTH, RANGE 19 EAST, CITY OF WEST BEND, WASHINGTON
 COUNTY, WISCONSIN.

HWY	BASIS OF EXISTING R/W	WIDTH	YEAR
STH 33	PROJECT STP 029(44)/1410-01-20	66'	1995
STH 33	PROJECT WISC 2012010/1410-07-20	VARIES	2011
SERVICE DR	PROJECT STP 029(44)/1410-01-20	74'	1995
SERVICE DR	PROJECT WISC 2012010/1410-07-20	VARIES	2011

EXISTING MONUMENTS			
POINT	Y (NORTHING)	X (EASTING)	DESCRIPTION
IP44111	185409.536	362302.687	IP MAG NAIL



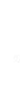
SCHEDULE OF LANDS & INTERESTS REQUIRED

OWNERS NAMES ARE SHOWN FOR REFERENCE PURPOSES ONLY AND ARE SUBJECT TO CHANGE PRIOR TO THE TRANSFER OF LAND INTERESTS TO THE DEPARTMENT

PARCEL NUMBER	OWNER(S)	INTEREST REQUIRED	FEE S.F.	TLE S.F.
36	BL-BRANCH GROUP ONE, LLC, A NEW YORK LIMITED LIABILITY COMPANY	TLE	---	286
123	CITY OF WEST BEND	TLE	---	203

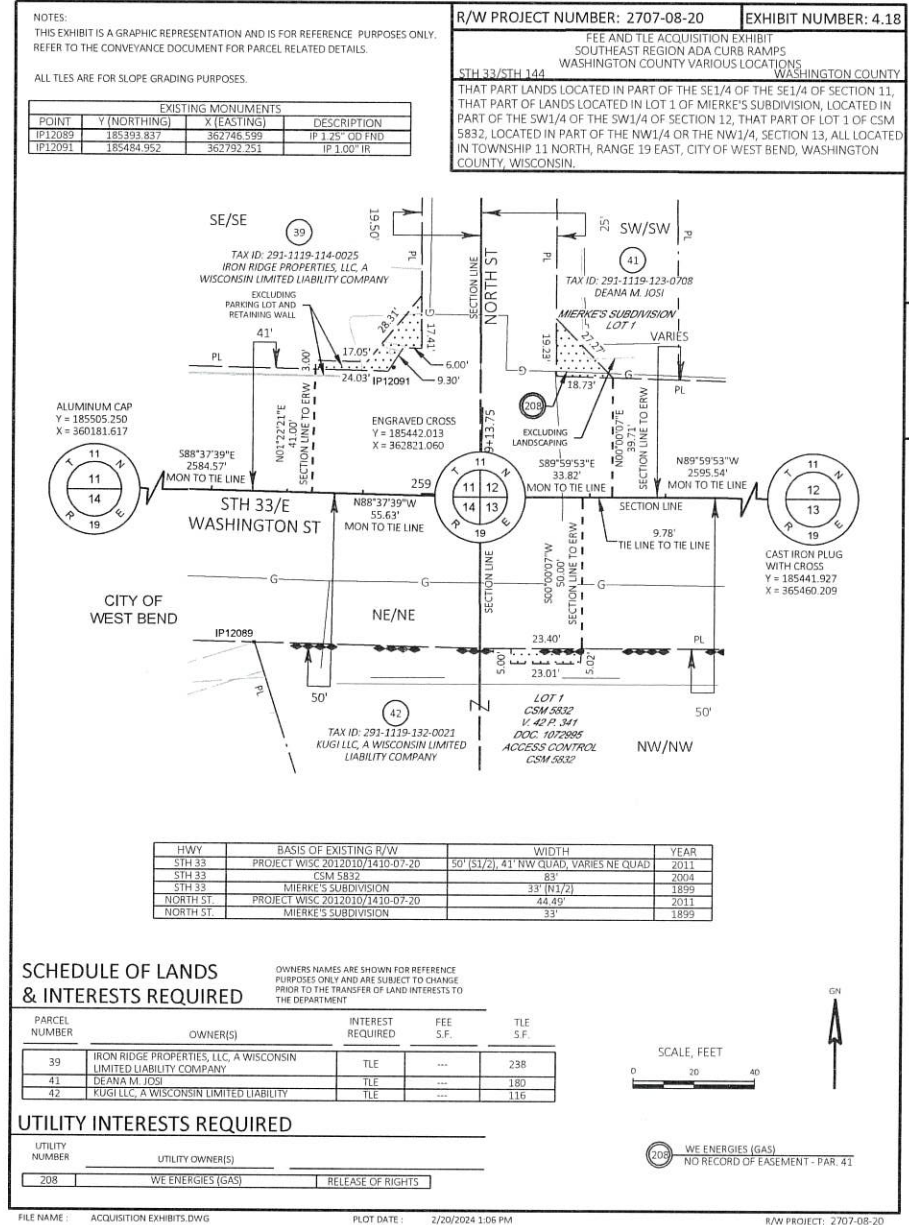
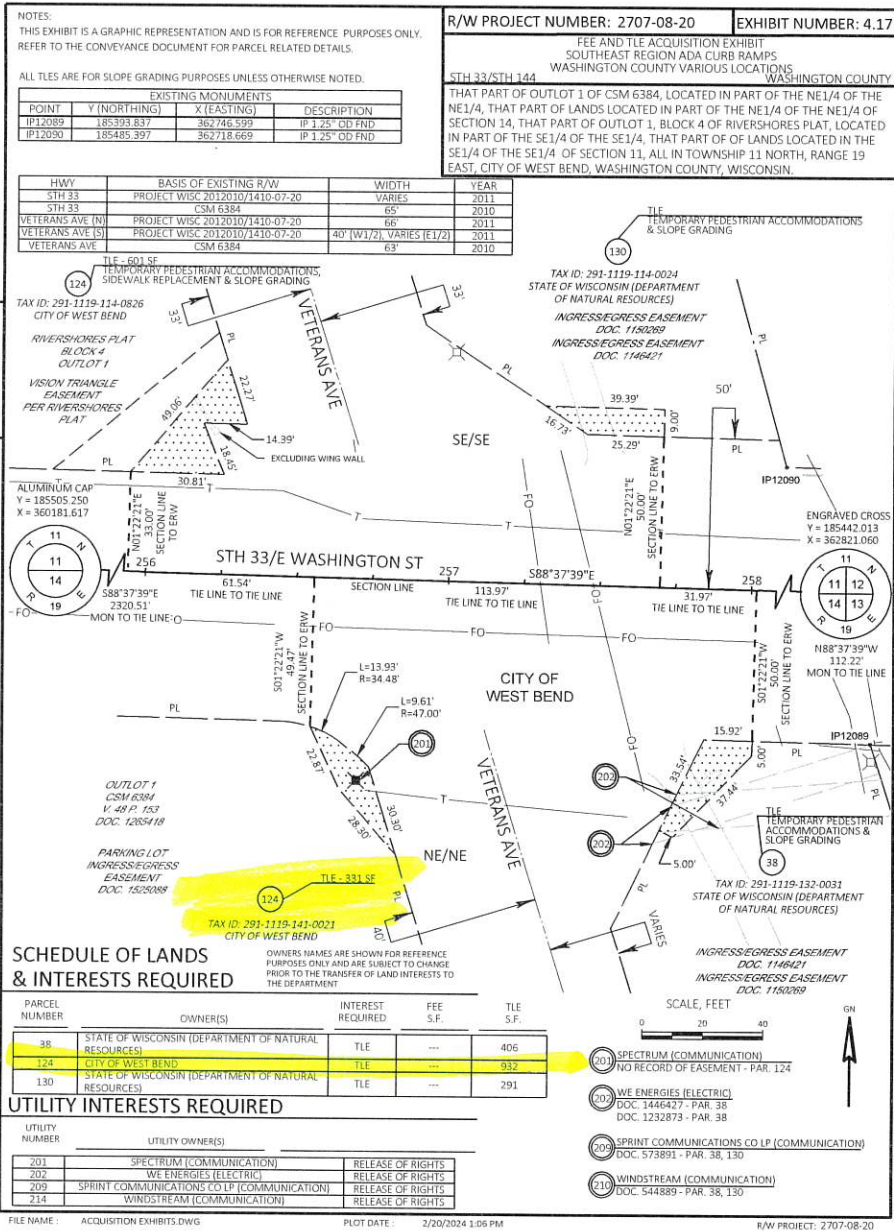
UTILITY INTERESTS REQUIRED

UTILITY NUMBER	UTILITY OWNER(S)	RELEASE OF RIGHTS
203	AT&T WISCONSIN [COMMUNICATION]	

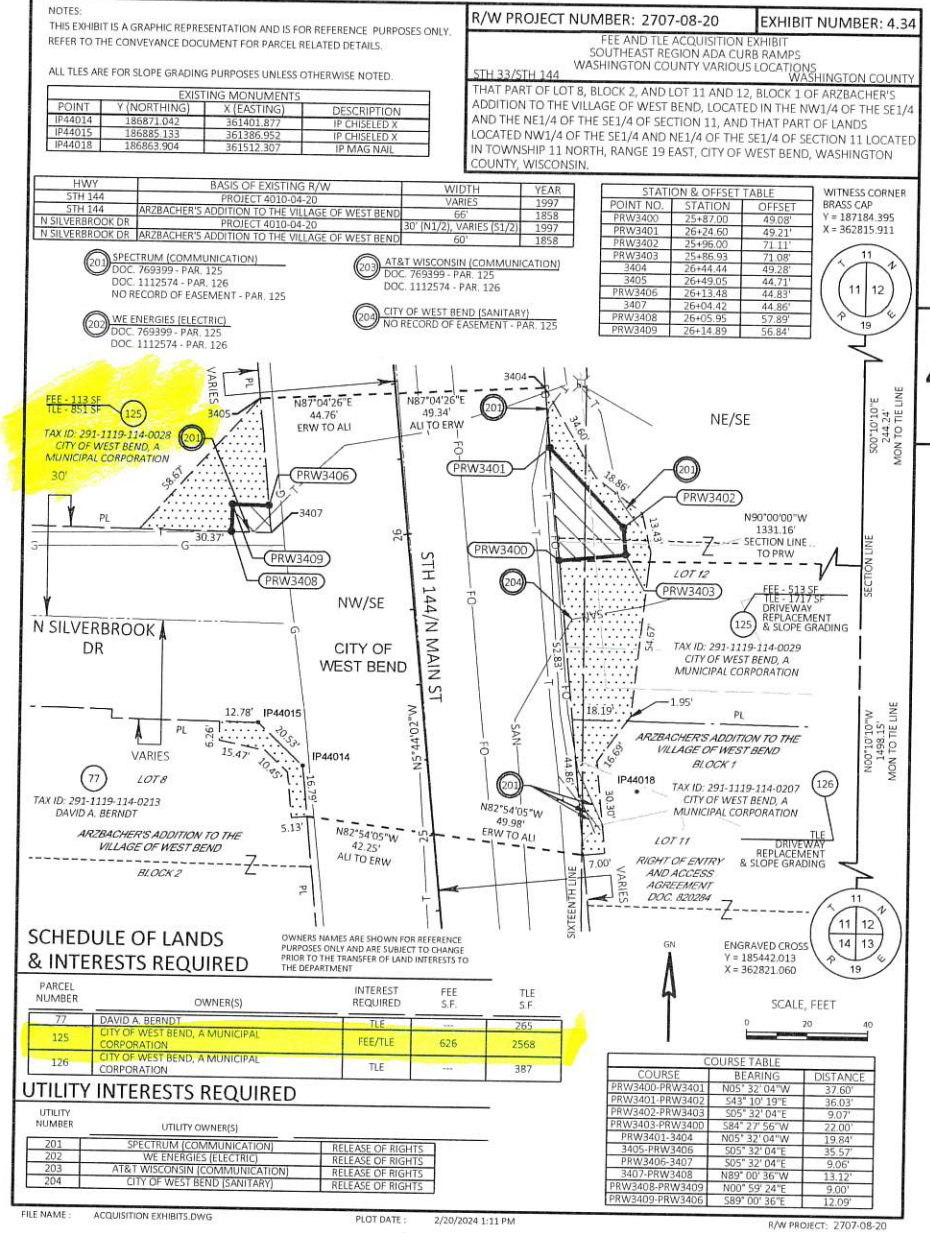
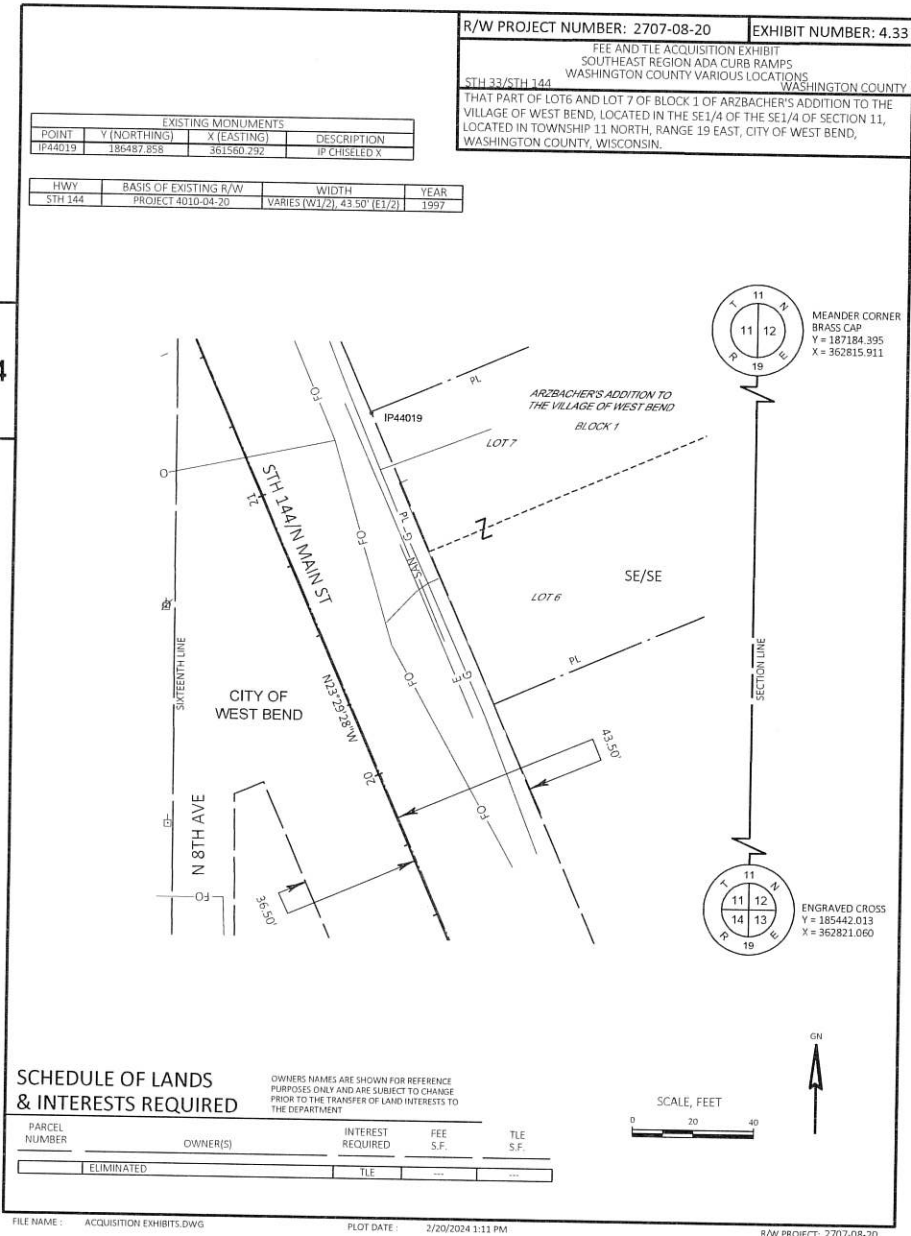


203 AT&T WISCONSIN [COMMUNICATION]
 DOC: 223983 - PAR: 123
 NO RECORD OF EASEMENT - PAR: 36

Attachment: ALL Parcels (Acquisition offers from WisDOT: Curb ramps project ID 2707-08-20)



Attachment: ALL Parcels (Acquisition offers from WisDOT: Curb ramps project ID 2707-08-20)

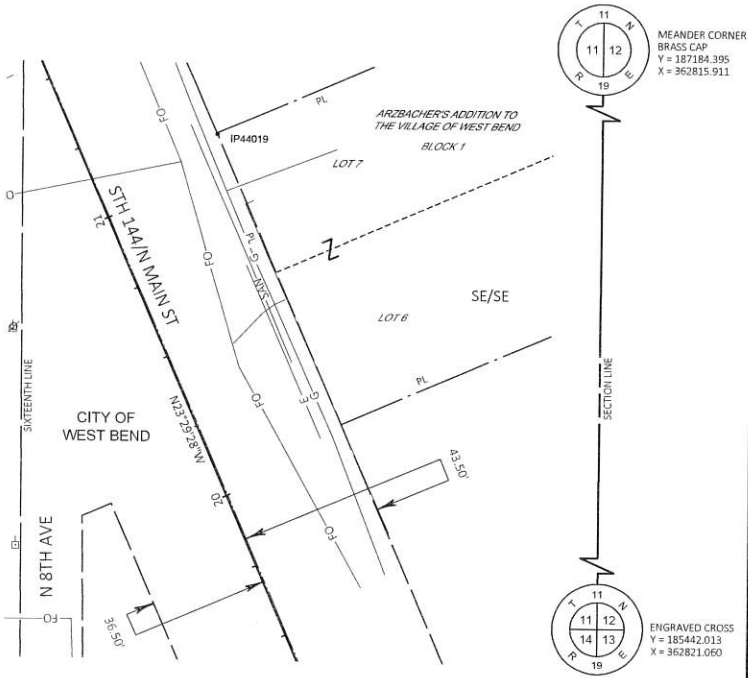


Attachment: ALL Parcels (Acquisition offers from WisDOT: Curb ramps project ID 2707-08-20)

R/W PROJECT NUMBER: 2707-08-20 EXHIBIT NUMBER: 4.33
 FEE AND TLE ACQUISITION EXHIBIT
 SOUTHEAST REGION ADA CURB RAMPS
 WASHINGTON COUNTY VARIOUS LOCATIONS
 WASHINGTON COUNTY
 STH 33/STH 144
 THAT PART OF LOT 6 AND LOT 7 OF BLOCK 1 OF ARZBACHER'S ADDITION TO THE VILLAGE OF WEST BEND, LOCATED IN THE SE1/4 OF THE SE1/4 OF SECTION 11, LOCATED IN TOWNSHIP 11 NORTH, RANGE 19 EAST, CITY OF WEST BEND, WASHINGTON COUNTY, WISCONSIN.

EXISTING MONUMENTS			
POINT	Y (NORTHING)	X (EASTING)	DESCRIPTION
IP44019	186487.858	361560.292	IP CHISELED X

HWY	BASIS OF EXISTING R/W	WIDTH	YEAR
STH 144	PROJECT 4010-04-20	VARIES (W1/2), 43.50' (E1/2)	1997



SCHEDULE OF LANDS & INTERESTS REQUIRED

OWNERS NAMES ARE SHOWN FOR REFERENCE PURPOSES ONLY AND ARE SUBJECT TO CHANGE PRIOR TO THE TRANSFER OF LAND INTERESTS TO THE DEPARTMENT

PARCEL NUMBER	OWNER(S)	INTEREST REQUIRED	FEE S.F.	TLE S.F.
ELIMINATED		TLE	---	---



FILE NAME: ACQUISITION EXHIBITS.DWG

PLOT DATE: 2/20/2024 1:11 PM

R/W PROJECT: 2707-08-20

R/W PROJECT NUMBER: 2707-08-20 EXHIBIT NUMBER: 4.34
 FEE AND TLE ACQUISITION EXHIBIT
 SOUTHEAST REGION ADA CURB RAMPS
 WASHINGTON COUNTY VARIOUS LOCATIONS
 WASHINGTON COUNTY
 STH 33/STH 144
 THAT PART OF LOT 8, BLOCK 2, AND LOT 11 AND 12, BLOCK 1 OF ARZBACHER'S ADDITION TO THE VILLAGE OF WEST BEND, LOCATED IN THE NW1/4 OF THE SE1/4 AND THE NE1/4 OF THE SE1/4 OF SECTION 11, AND THAT PART OF LANDS LOCATED NW1/4 OF THE SE1/4 AND NE1/4 OF THE SE1/4 OF SECTION 11 LOCATED IN TOWNSHIP 11 NORTH, RANGE 19 EAST, CITY OF WEST BEND, WASHINGTON COUNTY, WISCONSIN.

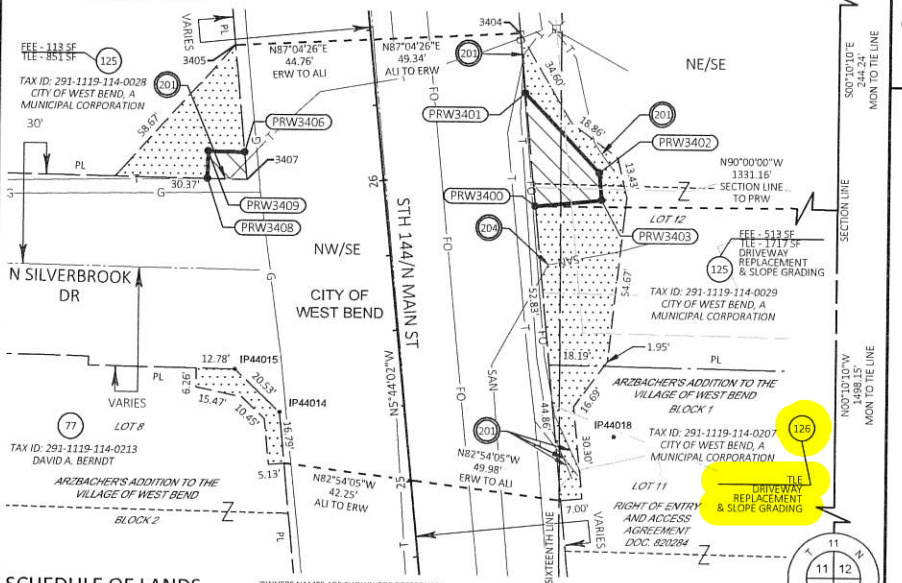
NOTES:
 THIS EXHIBIT IS A GRAPHIC REPRESENTATION AND IS FOR REFERENCE PURPOSES ONLY. REFER TO THE CONVEYANCE DOCUMENT FOR PARCEL RELATED DETAILS.

EXISTING MONUMENTS			
POINT	Y (NORTHING)	X (EASTING)	DESCRIPTION
IP44014	186871.042	361401.877	IP CHISELED X
IP44015	186885.133	361386.952	IP CHISELED X
IP44018	186863.904	361512.307	IP MAG NAIL

HWY	BASIS OF EXISTING R/W	WIDTH	YEAR
STH 144	PROJECT 4010-04-20	VARIES	1997
STH 144	ARZBACHER'S ADDITION TO THE VILLAGE OF WEST BEND	66'	1858
N SILVERBROOK DR	PROJECT 4010-04-20	30' (N1/2), VARIES (S1/2)	1997
N SILVERBROOK DR	ARZBACHER'S ADDITION TO THE VILLAGE OF WEST BEND	60'	1858

STATION & OFFSET TABLE		
POINT NO.	STATION	OFFSET
PRW3400	25+87.00	49.08'
PRW3401	26+24.60	49.21'
PRW3402	25+96.00	71.11'
PRW3403	25+86.93	71.08'
3404	26+44.44	49.28'
3405	26+49.05	44.71'
PRW3406	26+13.48	44.83'
3407	26+04.42	44.86'
PRW3408	26+05.95	57.89'
PRW3409	26+14.89	56.84'

- 201 SPECTRUM (COMMUNICATION) DOC. 769399 - PAR. 125
 112574 - PAR. 126
 NO RECORD OF EASEMENT - PAR. 125
- 202 WE ENERGIES (ELECTRIC) DOC. 769399 - PAR. 125
 112574 - PAR. 126
- 203 AT&T WISCONSIN (COMMUNICATION) DOC. 769399 - PAR. 125
 112574 - PAR. 126
- 204 CITY OF WEST BEND (SANITARY) NO RECORD OF EASEMENT - PAR. 125



SCHEDULE OF LANDS & INTERESTS REQUIRED

OWNERS NAMES ARE SHOWN FOR REFERENCE PURPOSES ONLY AND ARE SUBJECT TO CHANGE PRIOR TO THE TRANSFER OF LAND INTERESTS TO THE DEPARTMENT

PARCEL NUMBER	OWNER(S)	INTEREST REQUIRED	FEE S.F.	TLE S.F.
77	DAVID A. BERNDT	TLE	---	265
125	CITY OF WEST BEND, A MUNICIPAL CORPORATION	FEE/TLE	626	2568
126	CITY OF WEST BEND, A MUNICIPAL CORPORATION	TLE	---	387

UTILITY INTERESTS REQUIRED

UTILITY NUMBER	UTILITY OWNER(S)	RELEASE OF RIGHTS
201	SPECTRUM (COMMUNICATION)	RELEASE OF RIGHTS
202	WE ENERGIES (ELECTRIC)	RELEASE OF RIGHTS
203	AT&T WISCONSIN (COMMUNICATION)	RELEASE OF RIGHTS
204	CITY OF WEST BEND (SANITARY)	RELEASE OF RIGHTS

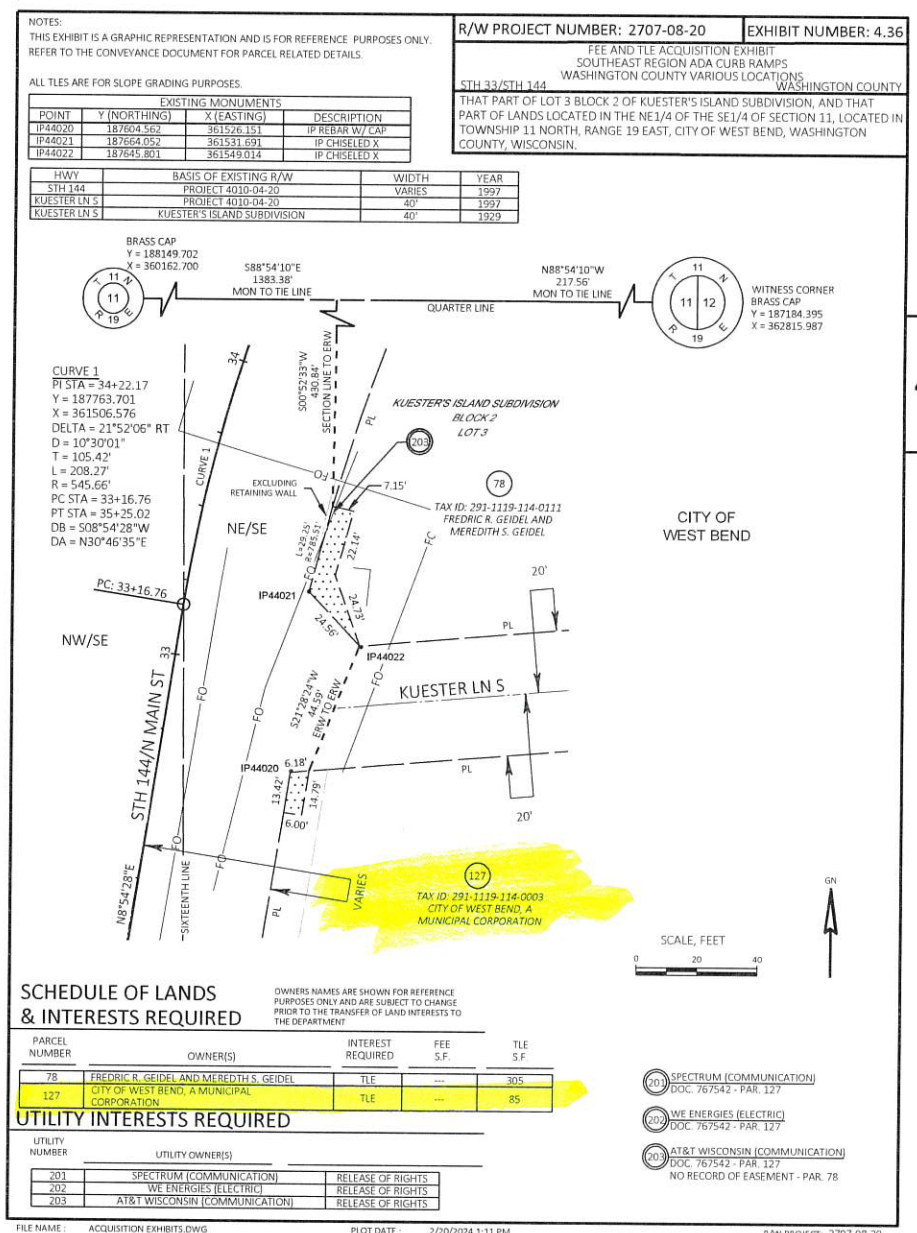
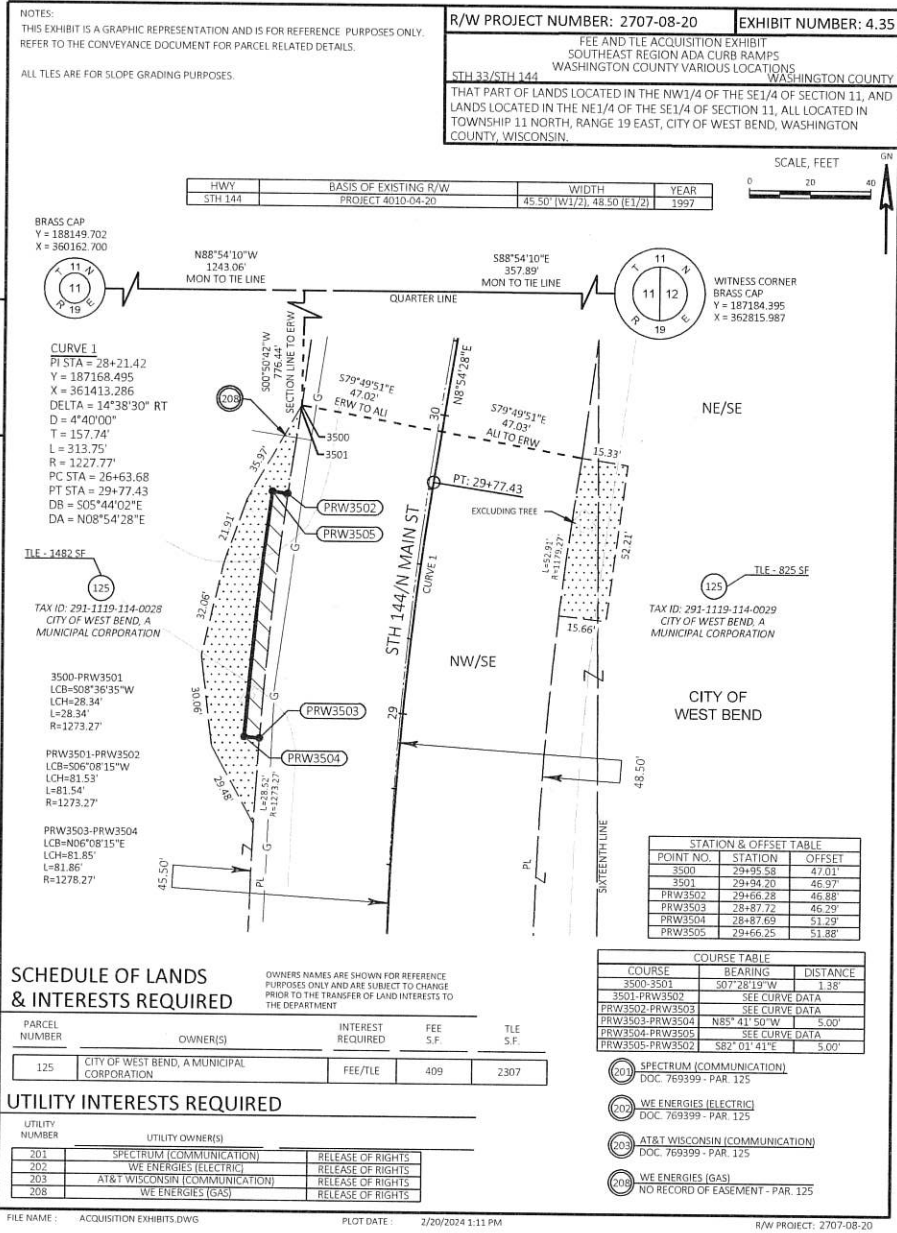
COURSE TABLE		
COURSE	BEARING	DISTANCE
PRW3400-PRW3401	N05°32'04"W	37.60'
PRW3401-PRW3402	S43°10'19"E	36.03'
PRW3402-PRW3403	S05°32'04"E	9.07'
PRW3403-PRW3400	S84°27'56"W	22.00'
PRW3401-3404	N05°32'04"W	13.84'
3405-PRW3406	S05°32'04"E	35.57'
PRW3406-3407	S05°32'04"E	9.06'
3407-PRW3408	N89°00'36"W	13.12'
PRW3408-PRW3409	N07°59'24"E	9.00'
PRW3409-PRW3406	S89°00'36"E	12.09'

FILE NAME: ACQUISITION EXHIBITS.DWG

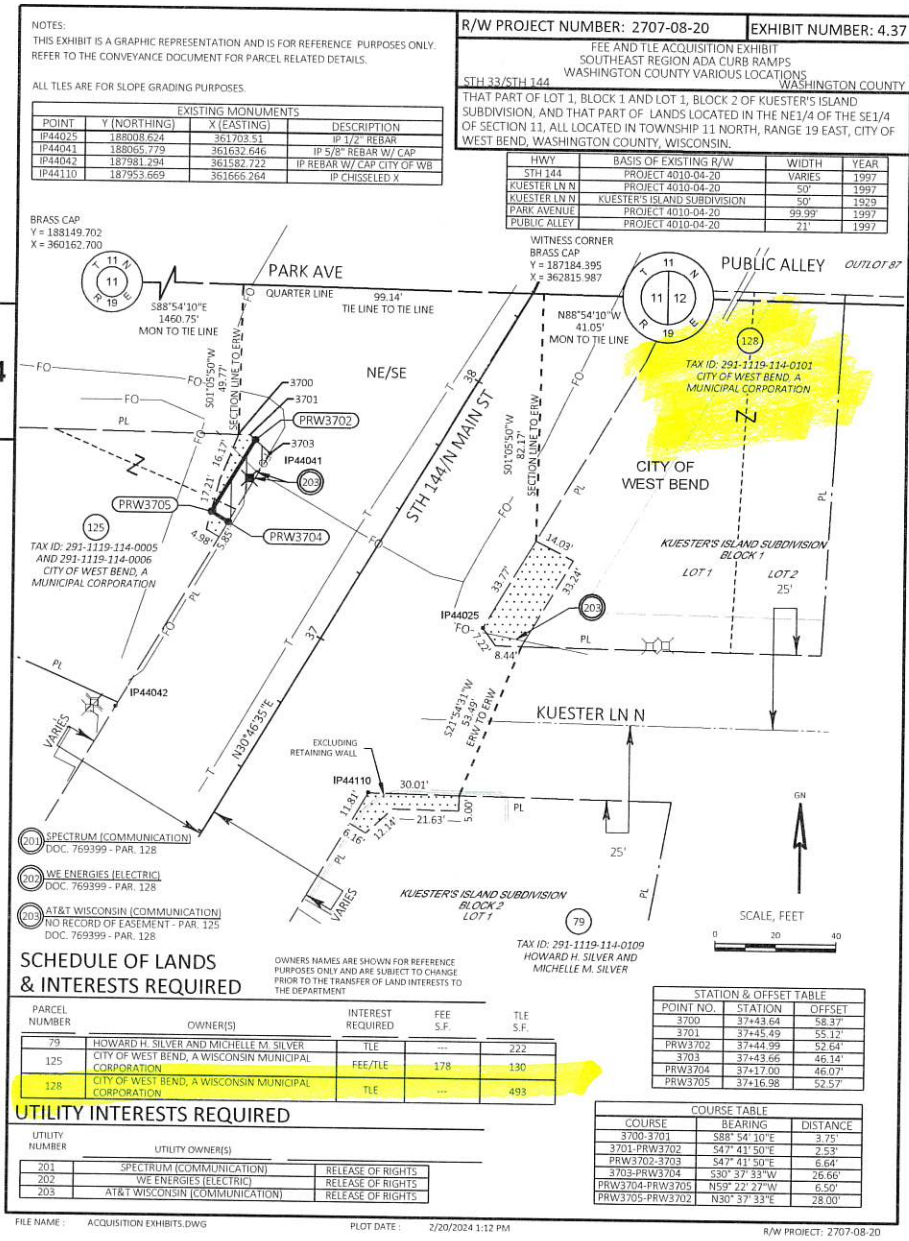
PLOT DATE: 2/20/2024 1:11 PM

R/W PROJECT: 2707-08-20

Attachment: ALL Parcels (Acquisition offers from WisDOT: Curb ramps project ID 2707-08-20)



Attachment: ALL Parcels (Acquisition offers from WisDOT: Curb ramps project ID 2707-08-20)



SCHEDULE OF LANDS & INTERESTS REQUIRED

PARCEL NUMBER	OWNER(S)	INTEREST REQUIRED	FEE S.F.	TILE S.F.
79	HOWARD H. SILVER AND MICHELLE M. SILVER CITY OF WEST BEND, A WISCONSIN MUNICIPAL CORPORATION	TILE	---	222
125	CITY OF WEST BEND, A WISCONSIN MUNICIPAL CORPORATION	FEE/TILE	178	130
128	CITY OF WEST BEND, A WISCONSIN MUNICIPAL CORPORATION	TILE	---	493

UTILITY INTERESTS REQUIRED

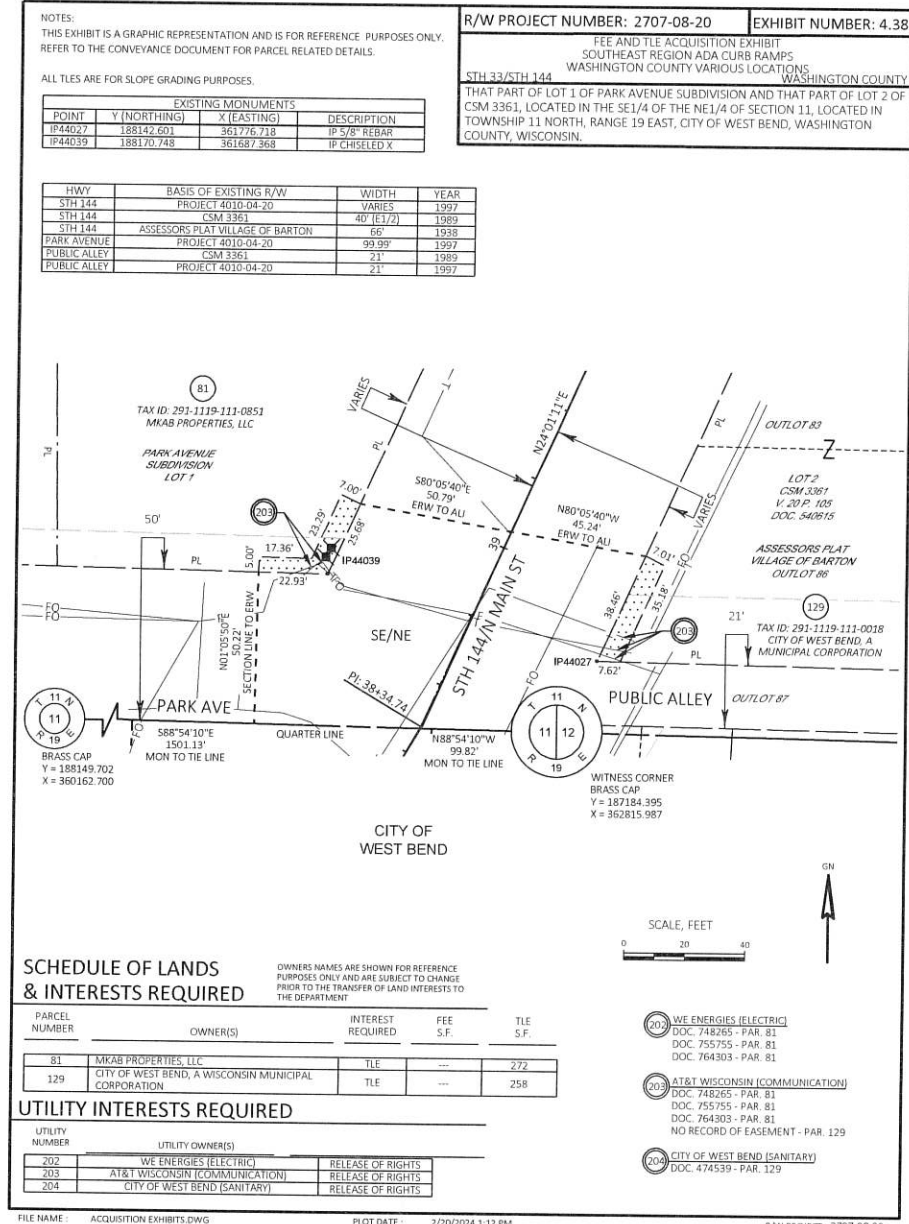
UTILITY NUMBER	UTILITY OWNER(S)	RELEASE OF RIGHTS
201	SPECTRUM (COMMUNICATION)	RELEASE OF RIGHTS
202	WE ENERGIES (ELECTRIC)	RELEASE OF RIGHTS
203	AT&T WISCONSIN (COMMUNICATION)	RELEASE OF RIGHTS

STATION & OFFSET TABLE

POINT NO.	STATION	OFFSET
3700	37443.64	58.37
3701	37445.49	55.12
PRW3702	37444.99	52.64
3703	37443.66	46.14
PRW3704	37417.00	46.07
PRW3705	37416.98	52.57

COURSE TABLE

COURSE	BEARINGS	DISTANCE
3700-3701	S88°54'10"E	3.75'
3701-PRW3702	S47°41'50"E	2.53'
PRW3702-3703	S47°41'50"E	6.64'
3703-PRW3704	S30°37'33"W	26.66'
PRW3704-PRW3705	N59°22'27"W	6.59'
PRW3705-PRW3702	N30°37'33"E	28.00'



SCHEDULE OF LANDS & INTERESTS REQUIRED

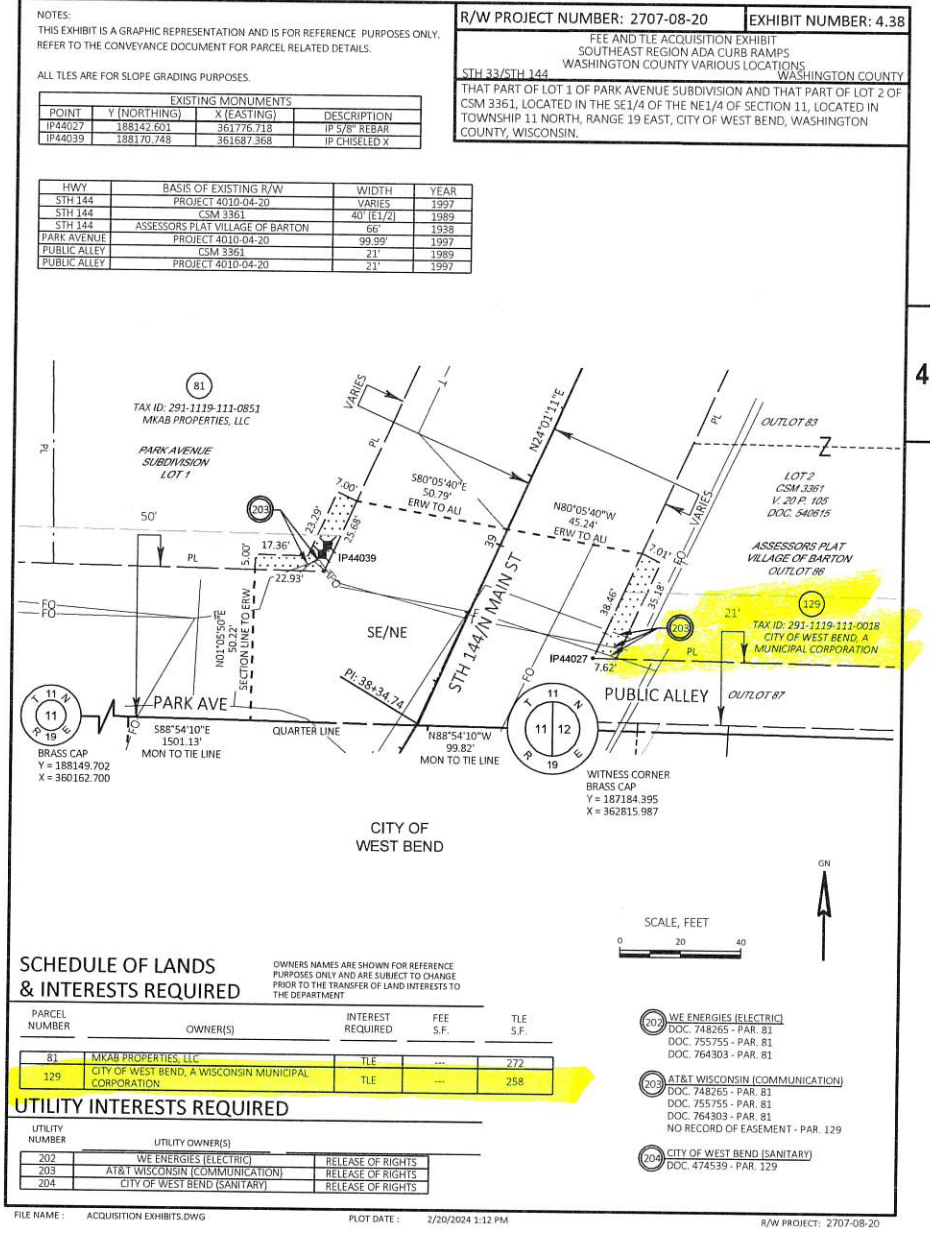
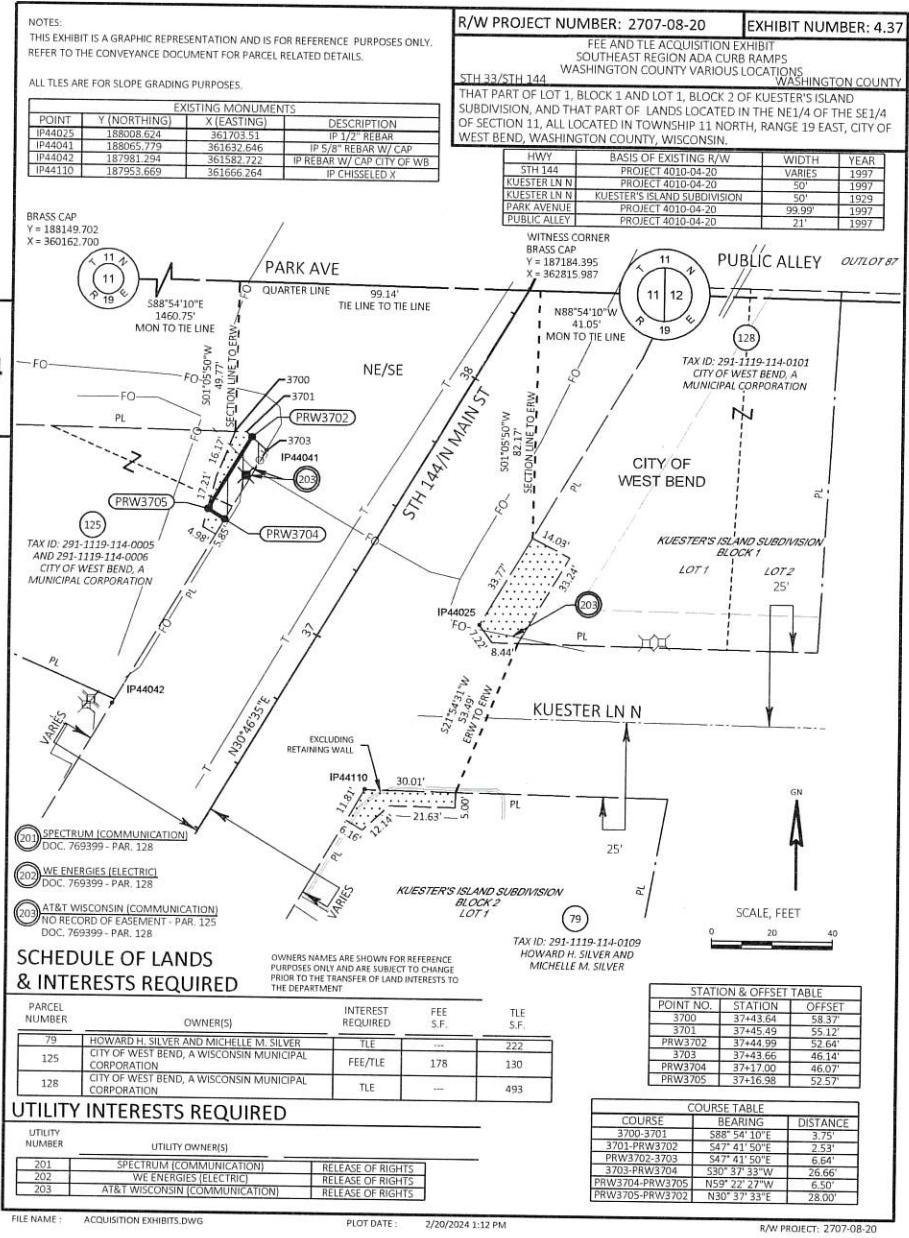
PARCEL NUMBER	OWNER(S)	INTEREST REQUIRED	FEE S.F.	TILE S.F.
81	MKAB PROPERTIES, LLC CITY OF WEST BEND, A WISCONSIN MUNICIPAL CORPORATION	TILE	---	272
129	CITY OF WEST BEND, A WISCONSIN MUNICIPAL CORPORATION	TILE	---	258

UTILITY INTERESTS REQUIRED

UTILITY NUMBER	UTILITY OWNER(S)	RELEASE OF RIGHTS
202	WE ENERGIES (ELECTRIC)	RELEASE OF RIGHTS
203	AT&T WISCONSIN (COMMUNICATION)	RELEASE OF RIGHTS
204	CITY OF WEST BEND (SANITARY)	RELEASE OF RIGHTS

- 201 WE ENERGIES (ELECTRIC)
DOC. 748265 - PAR. 81
DOC. 755755 - PAR. 81
DOC. 764303 - PAR. 81
- 202 AT&T WISCONSIN (COMMUNICATION)
DOC. 748265 - PAR. 81
DOC. 755755 - PAR. 81
DOC. 764303 - PAR. 81
NO RECORD OF EASEMENT - PAR. 129
- 203 CITY OF WEST BEND (SANITARY)
DOC. 474539 - PAR. 129

Attachment: ALL Parcels (Acquisition offers from WisDOT: Curb ramps project ID 2707-08-20)



Attachment: ALL Parcels (Acquisition offers from WisDOT: Curb ramps project ID 2707-08-20)

TEMPORARY LIMITED EASEMENT

Wisconsin Department of Transportation
Exempt from fee: s. 77.25(2r) Wis. Stats.
Exempt from filing transfer form [s. 77.21(1), 77.22(1) Wis. Stats.]
RE1577 01/2023

THIS EASEMENT, made by **City of West Bend** GRANTOR, conveys a temporary limited easement as described below to the **Wisconsin Department of Transportation**, GRANTEE, for the sum of **Five Hundred and 00/100 Dollars (\$ 500.00)** for the purpose of **grading and sloping**.

Any person named in this conveyance may make an appeal from the amount of compensation within six months after the date of recording of this conveyance as set forth in s. 32.05(2a) Wisconsin Statutes. For the purpose of any such appeal, the amount of compensation stated on the conveyance shall be treated as the award, and the date the conveyance is recorded shall be treated as the date of taking and the date of evaluation.

Other persons having an interest of record in the property: **None**

LEGAL DESCRIPTION IS ATTACHED AND MADE A PART OF THIS DOCUMENT BY REFERENCE.

This space is reserved for recording data

Return to
Wisconsin Department of Transportation
WisDOT SE Region 141 NW Barstow Street
Waukesha, WI 53187-0798

Parcel Identification Number/Tax Key Number
291-1119-114-0205

Signature _____ Date _____
 City of West Bend
 Print Name _____

Signature _____ Date _____
 Print Name _____

Signature _____ Date _____
 Print Name _____

Signature _____ Date _____
 Print Name _____

Date _____
 State of _____)
 _____) ss.
 _____ County)

On the above date, this instrument was acknowledged before me by the named person(s).

The signer was as: ___ Physically in my presence. **OR** ___ In my presence involving the use of communication technology.

Signature, Notary Public, State of _____

Print or Type Name, Notary Public, State of _____

Date Commission Expires _____

Project ID
2707-08-20

This instrument was drafted by
Wisconsin Department of Transportation

Parcel No.
33

Attachment: ALL Parcels - TLE and ROW (Acquisition offers from WisDOT: Curb ramps project ID 2707-08-20)

LEGAL DESCRIPTION

A **Temporary Limited Easement** is a right for construction purposes, as defined herein, including the right to operate necessary equipment thereon, the right of ingress and egress, as long as required for such public purpose, including the right to preserve, protect, remove, or plant thereon any vegetation that the highway authorities may deem desirable. in and to the following tract of land in Washington County, State of Wisconsin, described as follows:

All that land of the owner of Lot 16 in Block 3 of Original Plat of the City of West Bend, located in part of the Northeast 1/4 of the Northeast 1/4 of Section 14, Town 11 North, Range 19 East Contained in the following description:

Commencing at the Southeast corner of Section 14, Town 11 North, Range 19 East; Thence North $88^{\circ}37'39''$ West, 1282.25 feet along the north line of said Section 14; Thence South $01^{\circ}22'21''$ West, 50.00 feet to the south right-of-way line of STH 33/STH 144 and the point of beginning; Thence South $47^{\circ}08'02''$ West, 14.97 feet to the east right-of-way line of N 8th Ave; Thence North $00^{\circ}12'23''$ East, 10.45 feet along the east right-of-way line of N 8th Ave to the south right-of-way line of STH 33/STH 144; Thence South $88^{\circ}37'39''$ East, 10.94 feet along the south right-of-way line of STH 33/STH 144 to the point of beginning.

Said parcel Contains 57 Square Feet, more or less.

The above **Temporary Limited Easement** is to terminate upon the completion of this project or on the day the highway is open to the traveling public, whichever is later.

TEMPORARY LIMITED EASEMENT

Wisconsin Department of Transportation
Exempt from fee: s. 77.25(2r) Wis. Stats.
Exempt from filing transfer form [s. 77.21(1), 77.22(1) Wis. Stats.]
RE1577 01/2023

THIS EASEMENT, made by **City of West Bend, a municipality** GRANTOR, conveys a temporary limited easement as described below to the **Wisconsin Department of Transportation, GRANTEE**, for the sum of **Six Hundred and 00/100 Dollars (\$600.00)** for the purpose of **grading and sloping**.

Any person named in this conveyance may make an appeal from the amount of compensation within six months after the date of recording of this conveyance as set forth in s. 32.05(2a) Wisconsin Statutes. For the purpose of any such appeal, the amount of compensation stated on the conveyance shall be treated as the award, and the date the conveyance is recorded shall be treated as the date of taking and the date of evaluation.

Other persons having an interest of record in the property: **None**

LEGAL DESCRIPTION IS ATTACHED AND MADE A PART OF THIS DOCUMENT BY REFERENCE.

This space is reserved for recording data

Return to
Wisconsin Department of Transportation
WisDOT SE Region 141 NW Barstow Street
Waukesha, WI 53187-0798

Parcel Identification Number/Tax Key Number
291-1119-141-0119

Signature _____ Date _____

City of West Bend, a municipality

Print Name _____

Signature _____ Date _____

Print Name _____

Signature _____ Date _____

Print Name _____

Signature _____ Date _____

Print Name _____

Date _____

State of _____)
County) ss.

On the above date, this instrument was acknowledged before me by the named person(s).

The signer was: ___ Physically in my presence. **OR** ___ In my presence involving the use of communication technology.

Signature, Notary Public, State of _____

Print or Type Name, Notary Public, State of _____

Date Commission Expires _____

Project ID
2707-08-20

This instrument was drafted by
Wisconsin Department of Transportation

Parcel No.
123

Attachment: ALL Parcels - TLE and ROW (Acquisition offers from WisDOT: Curb ramps project ID 2707-08-20)

LEGAL DESCRIPTION

A **Temporary Limited Easement** is a right for construction purposes, as defined herein, including the right to operate necessary equipment thereon, the right of ingress and egress, as long as required for such public purpose, including the right to preserve, protect, remove, or plant thereon any vegetation that the highway authorities may deem desirable. in and to the following tract of land in Washington County, State of Wisconsin, described as follows:

All that land of the owner in part of the Northeast 1/4 of the Northeast 1/4 of Section 14, Town 11 North, Range 19 East Contained in the following description:

Commencing at the Northeast corner of Section 14, Town 11 North, Range 19 East; Thence North $88^{\circ}37'39''$ West, 441.80 feet along the north line of said Section 14; Thence South $01^{\circ}22'21''$ West, 48.00 feet to the south right-of-way line of STH 33/E Washington St and the point of beginning; Thence South $58^{\circ}24'58''$ West, 28.80 feet to the east right-of-way line of Service Dr; Thence North $09^{\circ}43'17''$ West, 5.50 feet along the east right-of-way line of Service Dr to a point on a curve to the right whose radius is 17.00 feet and whose chord bears North $07^{\circ}58'55''$ East, 10.34 feet; Thence Northeasterly along the arc of said curve 10.51 feet being the east right-of-way line of Service Dr to the south right-of-way line of STH 33/E Washington St; Thence South $88^{\circ}37'39''$ East, 24.04 feet along the south right-of-way line of STH 33/E Washington St to the point of beginning.

Excluding the utility cabinet in parcel 123.

Said parcel Contains 203 Square Feet, more or less.

The above **Temporary Limited Easement** is to terminate upon the completion of this project or on the day the highway is open to the traveling public, whichever is later.

TEMPORARY LIMITED EASEMENT

Wisconsin Department of Transportation
Exempt from fee: s. 77.25(2r) Wis. Stats.
Exempt from filing transfer form [s. 77.21(1), 77.22(1) Wis. Stats.]
RE1577 01/2023

THIS EASEMENT, made by **City of West Bend, a Wisconsin Municipal Corporation** GRANTOR, conveys a temporary limited easement as described below to the **Wisconsin Department of Transportation**, GRANTEE, for the sum of **Five Hundred and 00/100 Dollars (\$500.00)** for the purpose of **grading and sloping**.

Any person named in this conveyance may make an appeal from the amount of compensation within six months after the date of recording of this conveyance as set forth in s. 32.05(2a) Wisconsin Statutes. For the purpose of any such appeal, the amount of compensation stated on the conveyance shall be treated as the award, and the date the conveyance is recorded shall be treated as the date of taking and the date of evaluation.

Other persons having an interest of record in the property:

LEGAL DESCRIPTION IS ATTACHED AND MADE A PART OF THIS DOCUMENT BY REFERENCE.

This space is reserved for recording data
Return to
Wisconsin Department of Transportation
WisDOT SE Region 141 NW Barstow Street
Waukesha, WI 53187-0798
Parcel Identification Number/Tax Key Number
291-119-141-0021 ;291-119-114-0826

Signature _____ Date _____
City of West Bend, a Wisconsin Municipal Corporation
Print Name _____

Signature _____ Date _____
Print Name _____

Signature _____ Date _____
Print Name _____

Signature _____ Date _____
Print Name _____

Date _____
State of _____)
County) ss.

On the above date, this instrument was acknowledged before me by the named person(s).

The signer was: ___ Physically in my presence. OR ___ in my presence involving the use of communication technology.

Signature, Notary Public, State of _____

Print or Type Name, Notary Public, State of _____

Date Commission Expires _____

Project ID
2707-08-20

This instrument was drafted by
Wisconsin Department of Transportation

Parcel No.
124

Attachment: ALL Parcels - TLE and ROW (Acquisition offers from WisDOT: Curb ramps project ID 2707-08-20)

LEGAL DESCRIPTION

A **Temporary Limited Easement** is a right for construction purposes, as defined herein, including the right to operate necessary equipment thereon, the right of ingress and egress, as long as required for such public purpose, including the right to preserve, protect, remove, or plant thereon any vegetation that the highway authorities may deem desirable, in and to the following tract of land in Washington County, State of Wisconsin, described as follows:

All that land of the owner of Outlot 4 in Block 4 of Rivershores Plat, located in part of Southeast 1/4 of the Southeast 1/4 of Section 11 and Outlot 1 of CSM 6384, located in part of the Northeast 1/4 of the Northeast 1/4 of Section 14, Town 11 North, Range 19 East Contained in the following description:

Commencing at the Southeast corner of Section 11, Town 11 North, Range 19 East; Thence North $88^{\circ}37'39''$ West, 319.69 feet along the south line of said Section 11; Thence North $01^{\circ}22'21''$ East, 33.00 feet to the north right-of-way line of STH 33/E Washington St and the point of beginning; Thence North $40^{\circ}25'40''$ East, 49.06 feet to the west right-of-way line of Veterans Ave; Thence South $17^{\circ}17'55''$ East, 22.27 feet along the west right-of-way line of Veterans Ave; Thence North $88^{\circ}37'39''$ West, 14.39 feet along the west right-of-way line of Veterans Ave; Thence South $21^{\circ}27'19''$ East, 18.45 feet along the west right-of-way line of Veterans Ave to the north right-of-way line of STH 33/E Washington St; Thence North $88^{\circ}37'39''$ West, 30.81 feet along the north right-of-way line of STH 33/E Washington St to the point of beginning.

Excluding the wing wall in parcel 124.

Said parcel Contains 601 Square Feet, more or less.

Commencing at the Northeast corner of Section 14, Town 11 North, Range 19 East; Thence North $88^{\circ}37'39''$ West, 258.14 feet along the north line of said Section 14; Thence South $01^{\circ}22'21''$ West, 49.47 feet to the west right-of-way line of Veterans Ave and a point on a curve to the right whose radius is 34.48 feet and whose chord bears South $60^{\circ}17'36''$ East, 13.83 feet and the point of beginning; Thence Southeasterly along the arc of said curve 13.93 feet being the west right-of-way line of Veterans Ave and a point of curve to the right whose radius is 47.00 feet and whose chord bears South $48^{\circ}43'19''$ East, 9.60 feet; Thence Southeasterly along the arc of said curve 9.61 feet being the west right-of-way line of Veterans Ave; Thence South $17^{\circ}02'18''$ East, 30.30 feet along the west right-of-way line of Veterans Ave; Thence North $40^{\circ}54'49''$ West, 28.30 feet; Thence North $24^{\circ}44'20''$ West, 22.87 feet to the point of beginning.

Said parcel Contains 331 Square Feet, more or less.

The above **Temporary Limited Easement** is to terminate upon the completion of this project or on the day the highway is open to the traveling public, whichever is later.

WARRANTY DEED

Wisconsin Department of Transportation
Exempt from fee [s. 77.25(2r) Wis. Stats.]
RE1560 01/2023

THIS DEED, made by **City of West Bend, a municipal corporation** GRANTOR, conveys and warrants the property described below to the **Wisconsin Department of Transportation, GRANTEE**, for the sum of **Two Thousand Nine Hundred and 00/100 Dollars (\$2,900.00)**.

Any person named in this deed may make an appeal from the amount of compensation within six months after the date of recording of this deed as set forth in s. 32.05(2a) Wisconsin Statutes. For the purpose of any such appeal, the amount of compensation stated on the deed shall be treated as the award, and the date the deed is recorded shall be treated as the date of taking and the date of evaluation.

Other persons having an interest of record in the property: **None**

This is not homestead property.

LEGAL DESCRIPTION IS ATTACHED AND MADE A PART OF THIS DOCUMENT BY REFERENCE.

This space is reserved for recording data

Return to
Wisconsin Department of Transportation
WisDOT SE Region 141 NW Barstow Street
Waukesha, WI 53187-0798

Parcel Identification Number/Tax Key Number
291-1119-114-0028 ;291-1119-114-0029
;291-1119-114-0005 ;291-1119-114-0006

Signature _____ Date _____

City of West Bend, a municipal corporation

Print Name _____

Signature _____ Date _____

Print Name _____

Signature _____ Date _____

Print Name _____

Signature _____ Date _____

Print Name _____

_____ Date _____

State of _____)
_____) ss.
_____ County)

On the above date, this instrument was acknowledged before me by the named person(s).

The signer was: _____ Physically in my presence. **OR**
_____ In my presence involving the use of communication technology.

_____ Signature, Notary Public, State of _____

_____ Print Name, Notary Public, State of _____

_____ Date Commission Expires _____

Project ID
2707-08-20

This instrument was drafted by
Wisconsin Department of Transportation

Parcel No.
125

Attachment: ALL Parcels - TLE and ROW (Acquisition offers from WisDOT: Curb ramps project ID 2707-08-20)

LEGAL DESCRIPTION

FEE Title in and to the following tract of land in Washington County, State of Wisconsin, described as follows:

All that land of the owner of Lot 12 in Block 1 of Arzbacher's Addition to the Village of West Bend, part of the Northeast 1/4 of the Southeast 1/4, and part of the Northwest 1/4 of the Southeast 1/4 of Section 11, Town 11 North, Range 19 East Contained in the following description:

Commencing at the Southeast corner of Section 11, Town 11 North, Range 19 East; Thence North 00°10'10" West, 1498.15 feet along the east line of said Section 11; Thence North 90°00'00" West, 1331.10 feet to the east right-of-way line of STH 144/N Main St and the point of beginning; Thence North 05°32'04" West, 37.60 feet along the east right-of-way line of STH 144/N Main St; Thence South 43°10'19" East, 36.03 feet; Thence South 05°32'04" East, 9.07 feet; Thence South 84°27'56" West, 22.00 feet to the point of beginning.

This portion contains 513 Square Feet, more or less, for highway purposes.

Commencing at the Southeast corner of Section 11, Town 11 North, Range 19 East; Thence North 00°10'10" West, 1498.15 feet along the east line of said Section 11; Thence North 90°00'00" West, 1331.10 feet to the east right-of-way line of STH 144/N Main St; Thence North 05°32'04" West, 57.44 feet along the east right-of-way line of STH 144/N Main St; Thence South 87°04'26" West, 94.10 feet to the west right-of-way line of STH 144/N Main St; Thence South 05°32'04" East, 35.57 feet along the west right-of-way line of STH 144/N Main St to the point of beginning; Thence South 05°32'04" East, 9.06 feet along the west right-of-way line of STH 144/N Main St to the north right-of-way line of N Silverbrook Dr; Thence North 89°00'36" West, 13.12 feet along the north right-of-way line of N Silverbrook Dr; Thence North 00°59'24" East, 9.00 feet; Thence South 89°00'36" East, 12.09 feet to the point of beginning.

This portion contains 113 Square Feet, more or less, for highway purposes.

Commencing at the Center 1/4 corner of Section 11, Town 11 North, Range 19 East; Thence South 88°54'10" East, 1243.06 feet along the north line of the Southeast 1/4 of said Section 11; Thence South 00°50'42" West, 776.44 feet to the west right-of-way line of STH 144/N Main St; Thence South 07°28'19" West, 1.38 feet along the west right-of-way line of STH 144/N Main St to a point on a curve to the left which has a radius is 1273.27 feet and which has a chord bears South 08°36'35" West, 28.34 feet; Thence Southerly along the arc of said curve 28.34 feet being the west right-of-way line of STH 144/N Main St to a point on a curve to the left which has a radius is 1273.27 feet and

which has a chord bears South 06°08'15" West, 81.53 feet; Thence Southerly along the arc of said curve 81.54 feet being the west right-of-way line of STH 144/N Main St; Thence North 85°41'50" West, 5.00 feet to a point on a curve to the right which has a radius is 1278.27 feet and which has a chord bears North 06°08'15" East, 81.85 feet; Thence Northerly along the arc of said curve 81.86 feet; Thence South 82°01'41" East, 5.00 feet to the point of beginning.

This portion contains 409 Square Feet, more or less, for highway purposes.

Commencing at the Center 1/4 corner of Section 11, Town 11 North, Range 19 East; Thence South 88°54'10" East, 1460.75 feet along the north line of the Southeast 1/4 of said Section 11; Thence South 01°05'50" West, 49.77 feet to the south right-of-way line of Park Ave; Thence South 88°54'10" East, 3.75 feet along the south right-of-way line of Park Ave; Thence South 47°41'50" East, 2.53 feet along the south right-of-way line of Park Ave to the point of beginning; Thence South 47°41'50" East, 6.64 feet along the south right-of-way line of Park Ave to the west right-of-way line of STH 144/N Main St; Thence South 30°37'33" West, 26.66 feet along the west right-of-way line of STH 144/N Main St; Thence North 59°22'27" West, 6.50 feet; Thence North 30°37'33" East, 28.00 feet to the point of beginning.

This portion contains **178 Square Feet**, more or less, for highway purposes.

This parcel contains **1,213 Square Feet**, more or less, for highway purposes.

Also, a **Temporary Limited Easement** is a right for construction purposes, as defined herein, including the right to operate necessary equipment thereon, the right of ingress and egress, as long as required for such public purpose, including the right to preserve, protect, remove, or plant thereon any vegetation that the highway authorities may deem desirable. in and to the following tract of land in Washington County, State of Wisconsin, described as follows:

Commencing at the Southeast corner of Section 11, Town 11 North, Range 19 East; Thence North 00°10'10" West, 1498.15 feet along the east line of said Section 11; Thence North 90°00'00" West, 1331.10 feet to the east right-of-way line of STH 144/N Main St and the point of beginning; Thence North 84°27'56" East, 22.00 feet; Thence North 05°32'04" West, 9.07 feet; Thence North 43°10'19" West, 36.03 feet to the east right-of-way line of STH 144/N Main St; Thence North 05°32'04" West, 19.84 feet along the east right-of-way line of STH 144/N Main St; Thence South 30°19'36" East, 34.60 feet; Thence South 53°37'21" East, 18.86 feet; Thence South 13°10'08" East, 13.43 feet; Thence South 06°02'23" West, 54.67 feet; Thence South 36°00'48" West, 1.95 feet to the south property line; Thence North 89°00'43" West, 18.19 feet along the south property line to the east right-of-way line of STH 144/N Main St; Thence North 05°32'04" West, 52.83 feet along the east right-of-way line of STH 144/N Main St to the point of beginning.

This portion contains **1717 Square Feet**, more or less.

Commencing at the Southeast corner of Section 11, Town 11 North, Range 19 East; Thence North 00°10'10" West, 1498.15 feet along the east line of said Section 11; Thence North 90°00'00" West, 1331.10 feet to the east right-of-way line of STH 144/N Main St; Thence North 05°32'04" West, 57.44 feet along the east right-of-way line of STH 144/N Main St; Thence South 87°04'26" West, 94.10 feet to the west right-of-way line of STH 144/N Main St and the point of beginning; Thence South 05°32'04" East, 35.57 feet along the west right-of-way line of STH 144/N Main St; Thence North 89°00'36" West, 12.09 feet; Thence South 00°59'24" West, 9.00 feet to the north right-of-way line of N Silverbrook Dr; Thence North 89°00'36" West, 30.37 feet along north right-of-way line of N Silverbrook Dr; Thence North 41°53'34" East, 58.67 feet to the point of beginning.

This portion contains **851 Square Feet**, more or less.

Commencing at the Center 1/4 corner of Section 11, Town 11 North, Range 19 East; Thence South 88°54'10" East, 1243.06 feet along the north line of the Southeast 1/4 of said Section 11; Thence South 00°50'42" West, 776.44 feet to the west right-of-way line of STH 144/N Main St and the point of beginning; Thence South 07°28'19" West, 1.38 feet along the west right-of-way line of STH 144/N Main St to a point on a curve to the left which has a radius is 1273.27 feet and which has a chord bears South 08°36'35" West, 28.34 feet; Thence Southerly along the arc of said curve 28.34 feet being the west right-of-way line of STH 144/N Main St; Thence North 82°01'41" West, 5.00 feet to a point on a curve to the left which has a radius is 1278.27 feet and which has a chord bears South 06°08'15" West, 81.85 feet; Thence Southerly along the arc of said curve 81.86 feet; Thence South 85°41'50" East, 5.00 feet to a point on a curve to the left which has a radius is 1273.27 feet and which has a chord bears South 03°39'39" West, 28.52 feet; Thence Southerly along the arc of said curve 28.52 feet being the west right-of-way line of STH 144/N Main St; Thence North 28°20'36" West, 29.48 feet; Thence North 06°36'50" West, 30.06 feet; Thence North 13°07'02" East, 32.06 feet; Thence North 19°37'08" East, 21.91 feet; Thence North 29°38'07" East, 35.97 feet to the point of beginning.

This portion contains **1482 Square Feet**, more or less.

Commencing at the Center 1/4 corner of Section 11, Town 11 North, Range 19 East; Thence South 88°54'10" East, 1243.06 feet along the north line of the Southeast 1/4 of said Section 11; Thence South 00°50'42" West, 776.44 feet to the west right-of-way line of STH 144/N Main St; Thence South 79°49'51" East, 94.05 feet to the east right-of-way line of STH 144/N Main St and the point of beginning; Thence South 80°45'32" East, 15.33 feet; Thence South 07°35'25" West, 52.21 feet; Thence North 83°19'46" West, 15.66 feet to a point on a curve to the right which has a radius is 1179.27 feet and which has a chord bears North 07°57'21" East, 52.90 feet; Thence Northerly along the arc of

said curve 52.91 feet being the east right-of-way line of STH 144/N Main St to the point of beginning.

This portion contains **825 Square Feet**, more or less.

Commencing at the Center 1/4 corner of Section 11, Town 11 North, Range 19 East; Thence South $88^{\circ}54'10''$ East, 1460.75 feet along the north line of the Southeast 1/4 of said Section 11; Thence South $01^{\circ}05'50''$ West, 49.77 feet to the south right-of-way line of Park Ave being the point of beginning; Thence South $88^{\circ}54'10''$ East, 3.75 feet along the south right-of-way line of Park Ave; Thence South $47^{\circ}41'50''$ East, 2.53 feet along the south right-of-way line of Park Ave; Thence South $30^{\circ}37'33''$ West, 28.00; Thence South $59^{\circ}22'27''$ East, 6.50 feet to the west right-of-way line of STH 144/N Main St; Thence South $30^{\circ}37'33''$ West, 5.85 feet along the west right-of-way line of STH 144/N Main St; Thence North $59^{\circ}31'55''$ West, 4.98 feet; Thence North $14^{\circ}40'40''$ East, 17.21 feet; Thence North $21^{\circ}39'38''$ East, 16.17 feet to the point of beginning.

This portion contains **130 Square Feet**, more or less.

This parcel contains **5,005 Square Feet**, more or less.

The above **Temporary Limited Easement** is to terminate upon the completion of this project or on the day the highway is open to the traveling public, whichever is later.

AGREEMENT FOR THE PURCHASE OF REAL ESTATE INTERESTS- LONG FORM

Wisconsin Department of Transportation

RE1618 01/2023

THIS AGREEMENT, made and entered into by and between City of West Bend, hereinafter called Seller, and the Wisconsin Department of Transportation. Once accepted, this offer creates a legally enforceable contract. Both parties should read this document carefully and understand it before signing.

Seller and the Wisconsin Department of Transportation agree that the Wisconsin Department of Transportation is purchasing this property for transportation related purposes within the meaning of Chapter 84 of the Wisconsin Statutes.

Seller warrants and represents to the Wisconsin Department of Transportation that Seller has no notice or knowledge of any of the following:

- 1) Planned or commenced public improvements which may result in special assessments which would otherwise materially affect the property other than the planned transportation facility for which the Wisconsin Department of Transportation is purchasing this property;
- 2) Government agency or court order requiring repair, alteration, or correction of any existing condition;
- 3) Shoreland or special land use regulations affecting the property;
- 4) Underground storage tanks and the presence of any dangerous or toxic materials or conditions affecting the property.

DESCRIPTION: The Seller agrees to sell and the Wisconsin Department of Transportation agrees to buy, upon the terms and conditions hereinafter named, the following described real estate situated in Washington County, Wisconsin.

Legal description is attached hereto and made a part hereof by reference.

The purchase price of said real estate shall be the sum of Two Thousand Nine Hundred and no/100 Dollars (\$2,900.00) payable in full by check at closing.

General taxes shall be prorated at the time of closing based on the net general taxes for the current year, if known, otherwise on the net general taxes for the preceding year.

Seller shall, upon payment of purchase price, convey the property by warranty deed or other conveyance. Legal possession of premises shall be conveyed to the Wisconsin Department of Transportation on the date of closing.

Physical occupancy shall be given to the Wisconsin Department of Transportation on _____ . Seller may not occupy premises after closing unless a separate lease agreement is entered into between the Wisconsin Department of Transportation and Seller.

Seller represents that the property is now occupied by _____ tenants with a (written) (oral) (STRIKE ONE) lease and _____ are as follows:

The Seller agrees to furnish the Wisconsin Department of Transportation copies of any existing written leases or agreements made with tenants, if any.

SPECIAL CONDITIONS:

Attachment: ALL Parcels - TLE and ROW (Acquisition offers from WisDOT: Curb ramps project ID 2707-08-20)

Project ID
2707-08-20

This instrument was drafted by
Wisconsin Department of Transportation

Parcel No.
125

This agreement is binding upon acceptance by the Wisconsin Department of Transportation as evidenced by the signature of an authorized representative of the Wisconsin Department of Transportation. If this agreement is not accepted by the Wisconsin Department of Transportation within 60 days after Seller's signature, this agreement shall be null and void.

This transaction is to be closed at the office of _____ TBD on or before _____ TBD or at such other time and place as may be agreed to in writing by the Seller and the Wisconsin Department of Transportation.

Included in the purchase price are all items considered fixtures that may be on the premises.

ADDITIONAL ITEMS INCLUDED IN SALE:

ITEMS NOT INCLUDED IN SALE:

Interest, rents, water, sewer, taxes, liquid propane and/or fuel oil shall be prorated as of the date of closing. Accrued income and expenses, including taxes for the day of closing, shall accrue to the Seller.

Special assessments, if any, for work on site actually commenced prior to the date of this offer, or unpaid special assessments, shall be paid by the Seller.

Special assessments, if any, for work on site actually commenced after the date of this offer shall be paid by the Wisconsin Department of Transportation.

EXISTING MORTGAGES: Mortgages existing at the time of this agreement are as follows: A first mortgage held by NA, Mortgagee, and a subsequent mortgage held by NA, Mortgagee.

PHYSICAL DAMAGE TO PREMISES: In the event the premises shall be damaged from any cause, including fire or elements, prior to the time of closing, this agreement may be canceled at the option of the Wisconsin Department of Transportation. Should the Wisconsin Department of Transportation elect to carry out this agreement despite such damage, the Wisconsin Department of Transportation shall be entitled to all the credit for the insurance proceeds resulting from such damage, not exceeding, however, the purchase price.

The Seller hereby agrees, for themselves, their personal representatives, their heirs, executors, and administrators, that they will save and hold the Wisconsin Department of Transportation harmless from any and all claims for personal injury or damages to personal property on the premises or any other claims which may be made by reason for such injury or damage during the period the Seller is in possession of said premises. The Seller also grants to the Wisconsin Department of Transportation, its agents and assigns, the right to inspect the premises at reasonable times with at least a 24-hour notice. The Seller assumes all responsibility for the proper maintenance of the premises to and including the date of vacation as herein above agreed.

Any items requiring compensation under s.32.19, Wis. Stats., are not included in the appraisal allocation and have not been included in this agreement. Relocation expenses may be claimed by submitting a relocation claim as provided in s.32.19, Wis. Stats., and Chapter ADM 92, Wisconsin Administrative Code.

No representations other than those expressed here, either oral or written, are part of this sale.

Seller and the Wisconsin Department of Transportation agree to act in good faith and use due diligence in completing the terms of this agreement. This agreement binds and enacts to the benefit of the parties to this agreement and their successors in interest, assigns, personal representatives, heirs, executors, trustees, and administrators.

Seller Signature	Date
City of West Bend	
Print Name	

Project ID 2707-08-20	This instrument was drafted by Wisconsin Department of Transportation	Parcel No. 125
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Attachment: ALL Parcels - TLE and ROW (Acquisition offers from WisDOT: Curb ramps project ID 2707-08-20)

Seller Signature Date

Print Name

Seller Signature Date

Print Name

Seller Signature Date

Print Name

The above agreement is accepted.

Signature Date

Print Name

Title

Must be signed by an authorized representative of the Wisconsin Department of Transportation.

Attachment: ALL Parcels - TLE and ROW (Acquisition offers from WisDOT: Curb ramps project ID 2707-08-20)

LEGAL DESCRIPTION

FEE Title in and to the following tract of land in Washington County, State of Wisconsin, described as follows:

All that land of the owner of Lot 12 in Block 1 of Arzbacher's Addition to the Village of West Bend, part of the Northeast 1/4 of the Southeast 1/4, and part of the Northwest 1/4 of the Southeast 1/4 of Section 11, Town 11 North, Range 19 East Contained in the following description:

Commencing at the Southeast corner of Section 11, Town 11 North, Range 19 East; Thence North 00°10'10" West, 1498.15 feet along the east line of said Section 11; Thence North 90°00'00" West, 1331.10 feet to the east right-of-way line of STH 144/N Main St and the point of beginning; Thence North 05°32'04" West, 37.60 feet along the east right-of-way line of STH 144/N Main St; Thence South 43°10'19" East, 36.03 feet; Thence South 05°32'04" East, 9.07 feet; Thence South 84°27'56" West, 22.00 feet to the point of beginning.

This portion contains 513 Square Feet, more or less, for highway purposes.

Commencing at the Southeast corner of Section 11, Town 11 North, Range 19 East; Thence North 00°10'10" West, 1498.15 feet along the east line of said Section 11; Thence North 90°00'00" West, 1331.10 feet to the east right-of-way line of STH 144/N Main St; Thence North 05°32'04" West, 57.44 feet along the east right-of-way line of STH 144/N Main St; Thence South 87°04'26" West, 94.10 feet to the west right-of-way line of STH 144/N Main St; Thence South 05°32'04" East, 35.57 feet along the west right-of-way line of STH 144/N Main St to the point of beginning; Thence South 05°32'04" East, 9.06 feet along the west right-of-way line of STH 144/N Main St to the north right-of-way line of N Silverbrook Dr; Thence North 89°00'36" West, 13.12 feet along the north right-of-way line of N Silverbrook Dr; Thence North 00°59'24" East, 9.00 feet; Thence South 89°00'36" East, 12.09 feet to the point of beginning.

This portion contains 113 Square Feet, more or less, for highway purposes.

Commencing at the Center 1/4 corner of Section 11, Town 11 North, Range 19 East; Thence South 88°54'10" East, 1243.06 feet along the north line of the Southeast 1/4 of said Section 11; Thence South 00°50'42" West, 776.44 feet to the west right-of-way line of STH 144/N Main St; Thence South 07°28'19" West, 1.38 feet along the west right-of-way line of STH 144/N Main St to a point on a curve to the left which has a radius is 1273.27 feet and which has a chord bears South 08°36'35" West, 28.34 feet; Thence Southerly along the arc of said curve 28.34 feet being the west right-of-way line of STH 144/N Main St to a point on a curve to the left which has a radius is 1273.27 feet and

which has a chord bears South 06°08'15" West, 81.53 feet; Thence Southerly along the arc of said curve 81.54 feet being the west right-of-way line of STH 144/N Main St; Thence North 85°41'50" West, 5.00 feet to a point on a curve to the right which has a radius is 1278.27 feet and which has a chord bears North 06°08'15" East, 81.85 feet; Thence Northerly along the arc of said curve 81.86 feet; Thence South 82°01'41" East, 5.00 feet to the point of beginning.

This portion contains 409 Square Feet, more or less, for highway purposes.

Commencing at the Center 1/4 corner of Section 11, Town 11 North, Range 19 East; Thence South 88°54'10" East, 1460.75 feet along the north line of the Southeast 1/4 of said Section 11; Thence South 01°05'50" West, 49.77 feet to the south right-of-way line of Park Ave; Thence South 88°54'10" East, 3.75 feet along the south right-of-way line of Park Ave; Thence South 47°41'50" East, 2.53 feet along the south right-of-way line of Park Ave to the point of beginning; Thence South 47°41'50" East, 6.64 feet along the south right-of-way line of Park Ave to the west right-of-way line of STH 144/N Main St; Thence South 30°37'33" West, 26.66 feet along the west right-of-way line of STH 144/N Main St; Thence North 59°22'27" West, 6.50 feet; Thence North 30°37'33" East, 28.00 feet to the point of beginning.

This portion contains 178 Square Feet, more or less, for highway purposes.

This parcel contains 1,213 Square Feet, more or less, for highway purposes.

Also, a **Temporary Limited Easement** is a right for construction purposes, as defined herein, including the right to operate necessary equipment thereon, the right of ingress and egress, as long as required for such public purpose, including the right to preserve, protect, remove, or plant thereon any vegetation that the highway authorities may deem desirable. in and to the following tract of land in Washington County, State of Wisconsin, described as follows:

Commencing at the Southeast corner of Section 11, Town 11 North, Range 19 East; Thence North 00°10'10" West, 1498.15 feet along the east line of said Section 11; Thence North 90°00'00" West, 1331.10 feet to the east right-of-way line of STH 144/N Main St and the point of beginning; Thence North 84°27'56" East, 22.00 feet; Thence North 05°32'04" West, 9.07 feet; Thence North 43°10'19" West, 36.03 feet to the east right-of-way line of STH 144/N Main St; Thence North 05°32'04" West, 19.84 feet along the east right-of-way line of STH 144/N Main St; Thence South 30°19'36" East, 34.60 feet; Thence South 53°37'21" East, 18.86 feet; Thence South 13°10'08" East, 13.43 feet; Thence South 06°02'23" West, 54.67 feet; Thence South 36°00'48" West, 1.95 feet to the south property line; Thence North 89°00'43" West, 18.19 feet along the south property line to the east right-of-way line of STH 144/N Main St; Thence North 05°32'04" West, 52.83 feet along the east right-of-way line of STH 144/N Main St to the point of beginning.

This portion contains **1717 Square Feet**, more or less.

Commencing at the Southeast corner of Section 11, Town 11 North, Range 19 East; Thence North 00°10'10" West, 1498.15 feet along the east line of said Section 11; Thence North 90°00'00" West, 1331.10 feet to the east right-of-way line of STH 144/N Main St; Thence North 05°32'04" West, 57.44 feet along the east right-of-way line of STH 144/N Main St; Thence South 87°04'26" West, 94.10 feet to the west right-of-way line of STH 144/N Main St and the point of beginning; Thence South 05°32'04" East, 35.57 feet along the west right-of-way line of STH 144/N Main St; Thence North 89°00'36" West, 12.09 feet; Thence South 00°59'24" West, 9.00 feet to the north right-of-way line of N Silverbrook Dr; Thence North 89°00'36" West, 30.37 feet along north right-of-way line of N Silverbrook Dr; Thence North 41°53'34" East, 58.67 feet to the point of beginning.

This portion contains **851 Square Feet**, more or less.

Commencing at the Center 1/4 corner of Section 11, Town 11 North, Range 19 East; Thence South 88°54'10" East, 1243.06 feet along the north line of the Southeast 1/4 of said Section 11; Thence South 00°50'42" West, 776.44 feet to the west right-of-way line of STH 144/N Main St and the point of beginning; Thence South 07°28'19" West, 1.38 feet along the west right-of-way line of STH 144/N Main St to a point on a curve to the left which has a radius is 1273.27 feet and which has a chord bears South 08°36'35" West, 28.34 feet; Thence Southerly along the arc of said curve 28.34 feet being the west right-of-way line of STH 144/N Main St; Thence North 82°01'41" West, 5.00 feet to a point on a curve to the left which has a radius is 1278.27 feet and which has a chord bears South 06°08'15" West, 81.85 feet; Thence Southerly along the arc of said curve 81.86 feet; Thence South 85°41'50" East, 5.00 feet to a point on a curve to the left which has a radius is 1273.27 feet and which has a chord bears South 03°39'39" West, 28.52 feet; Thence Southerly along the arc of said curve 28.52 feet being the west right-of-way line of STH 144/N Main St; Thence North 28°20'36" West, 29.48 feet; Thence North 06°36'50" West, 30.06 feet; Thence North 13°07'02" East, 32.06 feet; Thence North 19°37'08" East, 21.91 feet; Thence North 29°38'07" East, 35.97 feet to the point of beginning.

This portion contains **1482 Square Feet**, more or less.

Commencing at the Center 1/4 corner of Section 11, Town 11 North, Range 19 East; Thence South 88°54'10" East, 1243.06 feet along the north line of the Southeast 1/4 of said Section 11; Thence South 00°50'42" West, 776.44 feet to the west right-of-way line of STH 144/N Main St; Thence South 79°49'51" East, 94.05 feet to the east right-of-way line of STH 144/N Main St and the point of beginning; Thence South 80°45'32" East, 15.33 feet; Thence South 07°35'25" West, 52.21 feet; Thence North 83°19'46" West, 15.66 feet to a point on a curve to the right which has a radius is 1179.27 feet and which has a chord bears North 07°57'21" East, 52.90 feet; Thence Northerly along the arc of

said curve 52.91 feet being the east right-of-way line of STH 144/N Main St to the point of beginning.

This portion contains **825 Square Feet**, more or less.

Commencing at the Center 1/4 corner of Section 11, Town 11 North, Range 19 East; Thence South 88°54'10" East, 1460.75 feet along the north line of the Southeast 1/4 of said Section 11; Thence South 01°05'50" West, 49.77 feet to the south right-of-way line of Park Ave being the point of beginning; Thence South 88°54'10" East, 3.75 feet along the south right-of-way line of Park Ave; Thence South 47°41'50" East, 2.53 feet along the south right-of-way line of Park Ave; Thence South 30°37'33" West, 28.00; Thence South 59°22'27" East, 6.50 feet to the west right-of-way line of STH 144/N Main St; Thence South 30°37'33" West, 5.85 feet along the west right-of-way line of STH 144/N Main St; Thence North 59°31'55" West, 4.98 feet; Thence North 14°40'40" East, 17.21 feet; Thence North 21°39'38" East, 16.17 feet to the point of beginning.

This portion contains **130 Square Feet**, more or less.

This parcel contains **5,005 Square Feet**, more or less.

The above **Temporary Limited Easement** is to terminate upon the completion of this project or on the day the highway is open to the traveling public, whichever is later.

TEMPORARY LIMITED EASEMENT

Wisconsin Department of Transportation
Exempt from fee: s. 77.25(2r) Wis. Stats.
Exempt from filing transfer form [s. 77.21(1), 77.22(1) Wis. Stats.]
RE1577 01/2023

THIS EASEMENT, made by **City of West Bend** GRANTOR, conveys a temporary limited easement as described below to the **Wisconsin Department of Transportation**, GRANTEE, for the sum of **Eight Hundred and 00/100 Dollars (\$800.00)** for the purpose of **grading and sloping**.

Any person named in this conveyance may make an appeal from the amount of compensation within six months after the date of recording of this conveyance as set forth in s. 32.05(2a) Wisconsin Statutes. For the purpose of any such appeal, the amount of compensation stated on the conveyance shall be treated as the award, and the date the conveyance is recorded shall be treated as the date of taking and the date of evaluation.

Other persons having an interest of record in the property: **None**

LEGAL DESCRIPTION IS ATTACHED AND MADE A PART OF THIS DOCUMENT BY REFERENCE.

This space is reserved for recording data

Return to
Wisconsin Department of Transportation
WisDOT SE Region 141 NW Barstow Street
Waukesha, WI 53187-0798

Parcel Identification Number/Tax Key Number
291-1119-114-0207

Signature _____ Date _____
 City of West Bend
 Print Name _____

Signature _____ Date _____

 Print Name _____

Signature _____ Date _____

Print Name _____

Signature _____ Date _____

 Print Name _____

Date _____
 State of _____)
 _____) ss.
 _____ County)

On the above date, this instrument was acknowledged before me by the named person(s).

The signer was: ___ Physically in my presence. OR ___ In my presence involving the use of communication technology.

Signature, Notary Public, State of _____

Print or Type Name, Notary Public, State of _____

Date Commission Expires _____

Project ID
2707-08-20

This instrument was drafted by
Wisconsin Department of Transportation

Parcel No.
126

Attachment: ALL Parcels - TLE and ROW (Acquisition offers from WisDOT: Curb ramps project ID 2707-08-20)

LEGAL DESCRIPTION

A **Temporary Limited Easement** is a right for construction purposes, as defined herein, including the right to operate necessary equipment thereon, the right of ingress and egress, as long as required for such public purpose, including the right to preserve, protect, remove, or plant thereon any vegetation that the highway authorities may deem desirable. in and to the following tract of land in Washington County, State of Wisconsin, described as follows:

All that land of the owner of Lot 11 in Block 1 of Arzbacher's Addition to the Village of West Bend, located in part of the Northwest 1/4 of the Southeast 1/4 and the Northeast 1/4 of the Southeast 1/4 of Section 11, Town 11 North, Range 19 East Contained in the following description:

Commencing at the Southeast corner of Section 11, Town 11 North, Range 19 East; Thence North 00°10'01" West, 1498.15 feet along the east line of said Section 11; Thence North 90°00'00" West, 1331.16 to the east right-of-way line of STH 144/N Main St; Thence South 05°32'04" East, 52.83 feet along the east right-of-way line of STH 144 to the north property line of Lot 11 and the point of beginning; Thence South 89°00'43" East, 18.19 feet along the north property line of Lot 11; Thence South 36°00'48" West, 16.69 feet; Thence South 05°32'04" East, 30.30 feet; Thence South 84°27'56" West, 7.00 feet to the east right-of-way line of STH 144/N Main St; Thence North 05°32'04" West, 44.86 feet along the east right-of-way line of STH 144/N Main St to the point of beginning.

Said parcel Contains 387 Square Feet, more or less.

The above **Temporary Limited Easement** is to terminate upon the completion of this project or on the day the highway is open to the traveling public, whichever is later.

TEMPORARY LIMITED EASEMENT

Wisconsin Department of Transportation
Exempt from fee: s. 77.25(2r) Wis. Stats.
Exempt from filing transfer form [s. 77.21(1), 77.22(1) Wis. Stats.]
RE1577 01/2023

THIS EASEMENT, made by **City of West Bend** GRANTOR, conveys a temporary limited easement as described below to the **Wisconsin Department of Transportation**, GRANTEE, for the sum of **Five Hundred and 00/100 Dollars (\$500.00)** for the purpose of **grading and sloping**.

Any person named in this conveyance may make an appeal from the amount of compensation within six months after the date of recording of this conveyance as set forth in s. 32.05(2a) Wisconsin Statutes. For the purpose of any such appeal, the amount of compensation stated on the conveyance shall be treated as the award, and the date the conveyance is recorded shall be treated as the date of taking and the date of evaluation.

Other persons having an interest of record in the property: **None**

LEGAL DESCRIPTION IS ATTACHED AND MADE A PART OF THIS DOCUMENT BY REFERENCE.

This space is reserved for recording data
Return to
Wisconsin Department of Transportation
WisDOT SE Region 141 NW Barstow Street
Waukesha, WI 53187-0798
Parcel Identification Number/Tax Key Number
291-1119-114-0003

Signature _____ Date _____

City of West Bend

Print Name _____

Signature _____ Date _____

Print Name _____

Signature _____ Date _____

Print Name _____

Signature _____ Date _____

Print Name _____

Date _____

State of _____)
County) ss.

On the above date, this instrument was acknowledged before me by the named person(s).

The signer was: ___ Physically in my presence. **OR** ___ In my presence involving the use of communication technology.

Signature, Notary Public, State of _____

Print or Type Name, Notary Public, State of _____

Date Commission Expires _____

Project ID
2707-08-20

This instrument was drafted by
Wisconsin Department of Transportation

Parcel No.
127

LEGAL DESCRIPTION

A **Temporary Limited Easement** is a right for construction purposes, as defined herein, including the right to operate necessary equipment thereon, the right of ingress and egress, as long as required for such public purpose, including the right to preserve, protect, remove, or plant thereon any vegetation that the highway authorities may deem desirable. in and to the following tract of land in Washington County, State of Wisconsin, described as follows:

All that land of the owner in part of the Northeast 1/4 of the Southeast 1/4 of Section 11, Town 11 North, Range 19 East Contained in the following description:

Commencing at the Center 1/4 corner of Section 11, Town 11 North, Range 19 East; Thence South 88°54'10" East, 1383.38 feet along the north line of the Southeast 1/4 said Section 11; Thence South 00°52'33" West, 430.84 feet to a point on a curve to the left whose radius is 785.51 feet and whose chord bears South 14°57'12" West, 29.24 feet and being the east right-of-way line of STH 144/N Main St; Thence Southerly along the arc of said curve 29.25 feet being the east right-of-way line of STH 144/N Main St to the north right-of-way line of Kuester Ln S; Thence South 42°59'19" East, 24.56 feet along the north right-of-way line of Kuester Ln S; Thence South 21°28'24" West, 44.59 feet to the south right-of-way line of Kuester Ln S and the point of beginning; Thence South 09°11'06" West, 14.79 feet; Thence North 82°00'06" West, 6.00 feet to the east right-of-way line of STH 144/N Main St; Thence North 09°11'06" East, 13.42 feet along the east right-of-way line of STH 144/N Main St to the south right-of-way line of Kuester Ln S; Thence North 85°14'17" East, 6.18 feet along the south right-of-way line of Kuester Ln S to the point of beginning.

Said parcel Contains 85 Square Feet, more or less.

The above **Temporary Limited Easement** is to terminate upon the completion of this project or on the day the highway is open to the traveling public, whichever is later.

TEMPORARY LIMITED EASEMENT

Wisconsin Department of Transportation
Exempt from fee: s. 77.25(2r) Wis. Stats.
Exempt from filing transfer form [s. 77.21(1), 77.22(1) Wis. Stats.]
RE1577 01/2023

THIS EASEMENT, made by **City of West Bend** GRANTOR, conveys a temporary limited easement as described below to the **Wisconsin Department of Transportation**, GRANTEE, for the sum of **Nine Hundred and 00/100 Dollars (\$900.00)** for the purpose of **grading and sloping**.

Any person named in this conveyance may make an appeal from the amount of compensation within six months after the date of recording of this conveyance as set forth in s. 32.05(2a) Wisconsin Statutes. For the purpose of any such appeal, the amount of compensation stated on the conveyance shall be treated as the award, and the date the conveyance is recorded shall be treated as the date of taking and the date of evaluation.

Other persons having an interest of record in the property: **None**.

LEGAL DESCRIPTION IS ATTACHED AND MADE A PART OF THIS DOCUMENT BY REFERENCE.

This space is reserved for recording data

Return to
Wisconsin Department of Transportation
WisDOT SE Region 141 NW Barstow Street
Waukesha, WI 53187-0798

Parcel Identification Number/Tax Key Number
291-1119-114-0101

Signature _____ Date _____
 City of West Bend
 Print Name _____

Signature _____ Date _____
 Print Name _____

Signature _____ Date _____
 Print Name _____

Signature _____ Date _____
 Print Name _____

Date _____
 State of _____)
 _____) ss.
 _____ County)

On the above date, this instrument was acknowledged before me by the named person(s).

The signer was: ___ Physically in my presence. **OR** ___ In my presence involving the use of communication technology.

Signature, Notary Public, State of _____

Print or Type Name, Notary Public, State of _____

Date Commission Expires _____

Project ID
2707-08-20

This instrument was drafted by
Wisconsin Department of Transportation

Parcel No.
128

Attachment: ALL Parcels - TLE and ROW (Acquisition offers from WisDOT: Curb ramps project ID 2707-08-20)

LEGAL DESCRIPTION

A **Temporary Limited Easement** is a right for construction purposes, as defined herein, including the right to operate necessary equipment thereon, the right of ingress and egress, as long as required for such public purpose, including the right to preserve, protect, remove, or plant thereon any vegetation that the highway authorities may deem desirable. in and to the following tract of land in Washington County, State of Wisconsin, described as follows:

All that land of the owner of Lot 1 in Block 1 of Kuester's Island Subdivision, located in part of the Northeast 1/4 of the Southeast 1/4 of Section 11, Town 11 North, Range 19 East Contained in the following description:

Commencing at the Center 1/4 corner of Section 11, Town 11 North, Range 19 East; Thence South $88^{\circ}54'10''$ East, 1559.89 feet along the north line of the Southeast 1/4 said Section 11; Thence South $01^{\circ}05'50''$ West, 82.17 feet to the east right-of-way line of STH 144/N Main St and the point of beginning; Thence South $62^{\circ}50'04''$ East, 14.03 feet; Thence South $30^{\circ}37'33''$ West, 33.24 feet to the north right-of-way line of Kuester Ln N; Thence North $88^{\circ}54'58''$ West, 8.44 feet along the north right-of-way line of Kuester Ln N; Thence North $36^{\circ}40'30''$ West, 7.22 feet along the north right-of-way line of Kuester Ln N to the east right-of-way of STH 144/N Main St; Thence North $30^{\circ}37'33''$ East, 33.77 feet along the east right-of-way of STH 144/N Main St to the point of beginning.

Said parcel Contains 493 Square Feet, more or less.

The above **Temporary Limited Easement** is to terminate upon the completion of this project or on the day the highway is open to the traveling public, whichever is later.

TEMPORARY LIMITED EASEMENT

Wisconsin Department of Transportation
Exempt from fee: s. 77.25(2r) Wis. Stats.
Exempt from filing transfer form [s. 77.21(1), 77.22(1) Wis. Stats.]
RE1577 01/2023

THIS EASEMENT, made by **City of West Bend** GRANTOR, conveys a temporary limited easement as described below to the **Wisconsin Department of Transportation**, GRANTEE, for the sum of **Five Hundred and 00/100 Dollars (\$500.00)** for the purpose of **grading and sloping**.

Any person named in this conveyance may make an appeal from the amount of compensation within six months after the date of recording of this conveyance as set forth in s. 32.05(2a) Wisconsin Statutes. For the purpose of any such appeal, the amount of compensation stated on the conveyance shall be treated as the award, and the date the conveyance is recorded shall be treated as the date of taking and the date of evaluation.

Other persons having an interest of record in the property:

LEGAL DESCRIPTION IS ATTACHED AND MADE A PART OF THIS DOCUMENT BY REFERENCE.

This space is reserved for recording data
Return to
Wisconsin Department of Transportation
WisDOT SE Region 141 NW Barstow Street
Waukesha, WI 53187-0798
Parcel Identification Number/Tax Key Number
291-1119-111-0018

Signature _____ Date _____

City of West Bend

Print Name _____

Signature _____ Date _____

Print Name _____

Signature _____ Date _____

Print Name _____

Signature _____ Date _____

Print Name _____

Date _____

State of _____)
County) ss.

On the above date, this instrument was acknowledged before me by the named person(s).

The signer was: ___ Physically in my presence. OR ___ In my presence involving the use of communication technology.

Signature, Notary Public, State of _____

Print or Type Name, Notary Public, State of _____

Date Commission Expires _____

Project ID
2707-08-20

This instrument was drafted by
Wisconsin Department of Transportation

Parcel No.
129

Attachment: ALL Parcels - TLE and ROW (Acquisition offers from WisDOT: Curb ramps project ID 2707-08-20)

LEGAL DESCRIPTION

A **Temporary Limited Easement** is a right for construction purposes, as defined herein, including the right to operate necessary equipment thereon, the right of ingress and egress, as long as required for such public purpose, including the right to preserve, protect, remove, or plant thereon any vegetation that the highway authorities may deem desirable. in and to the following tract of land in Washington County, State of Wisconsin, described as follows:

All that land of the owner of Lot 2 of CSM 3361, located in part of the Southeast 1/4 of the Northeast 1/4 of Section 11, Town 11 North, Range 19 East Contained in the following description:

Commencing at the Center 1/4 corner of Section 11, Town 11 North, Range 19 East; Thence South 88°54'10" East, 1501.13 feet along the south line of the Northeast 1/4 said Section 11; Thence North 01°05'50" East, 50.22 feet to the north right-of-way line of Park Ave; Thence South 88°54'10" East, 22.93 feet along the north right-of-way line of Park Ave to the west right-of-way line of STH 144/N Main St; Thence North 24°09'55" East, 25.68 feet along the west right-of-way line of STH 144/N Main St; Thence South 80°05'40" East, 96.03 feet to the east right-of-way line of STH 144/N Main St and the point of beginning; Thence South 63°31'03" East, 7.01 feet; Thence South 24°15'05" West, 35.18 feet to the north right-of-way line of the public alley; Thence North 88°57'30" West, 7.62 feet along the north right-of-way line of the public alley to the east right-of-way line of STH 144/N Main St; Thence North 24°15'05" East, 38.46 feet along the east right-of-way line of STH 144/N Main St to the point of beginning.

Said parcel Contains 258 Square Feet, more or less.

The above **Temporary Limited Easement** is to terminate upon the completion of this project or on the day the highway is open to the traveling public, whichever is later.



City Clerk

REPORT

DATE: September 9, 2024
TO: Common Council
FROM: Jilline Dobratz, City Clerk
SUBJECT: City Administrator Update



City Clerk

REPORT

DATE: September 9, 2024
TO: Common Council
FROM: Jilline Dobratz, City Clerk
SUBJECT: Alderperson Updates



City Clerk

REPORT

DATE: September 9, 2024
TO: Common Council
FROM: Jilline Dobratz, City Clerk
SUBJECT: Mayor Update