Agenda
Stormwater Utility Committee Meeting
625 52nd Street, Room 202
Monday, August 26, 2019
5:30 PM

Chairperson Bruce Fox
Vice Chairperson Jack Rose
Alderperson David F. Bogdala
Alderperson Mitchell Pedersen
Alderperson Dominic Ruffalo
Alderperson Bill Siel

Call to Order
Roll Call
Citizens Comments

Approval of the minutes of the meeting held on August 12, 2019.

1. Permanent Storm Sewer and Detention Pond Easement and Agreement between Cendrillon, LLC and the City of Kenosha. (Districts 16 & 17)

ALDERPERSONS' COMMENTS

IF YOU ARE DISABLED AND NEED ASSISTANCE, PLEASE CALL 653-4050 BY NOON BEFORE THIS MEETING TO MAKE ARRANGEMENTS FOR REASONABLE ON-SITE ACCOMMODATIONS.
The regular meeting of the Stormwater Utility Committee was held on Monday, August 12, 2019 in Room 202 of the Municipal Building. The following members were present: Chairperson Bruce Fox, Vice Chairperson Jack Rose, Alderpersons David F. Bogdala, Mitchell Pedersen, Dominic Ruffalo and Bill Siel. The meeting was called to order at 7:22 PM. Staff members in attendance were Brian Cater, Deputy Director of Public Works/City Engineer and Randy Hernandez, City Administrator.

Citizen’s Comments – None

Approval of the minutes of the meeting held on July 29, 2019.
It was moved by Alderperson Pedersen, seconded by Alderperson Rose to approve. Motion passed 6-0.

1. Acceptance of Project 16-1136 Lincoln Lagoon Dredging Phase 1 (6900 18th Avenue) which has been satisfactorily completed by Ray Hintz, Inc. (Caledonia, Wisconsin). The final amount of the contract is $419,000. (District 12) (referred to PW)
It was moved by Alderperson Pedersen, seconded by Alderperson Rose to approve. Motion passed 6-0.

2. Acceptance of Project 17-1208 2017 Sidewalk & Curb/Gutter Program (Citywide Locations) which has been satisfactorily completed by LaLonde Contractors, Inc. (Waukesha, Wisconsin). The final amount of the contract is $570,698.04. (All Districts) (referred to PW)
It was moved by Alderperson Rose, seconded Alderperson Ruffalo to approve. Motion passed 6-0.

It was moved by Alderperson Pedersen, seconded by Alderperson Siel to receive and file. Motion passed 6-0.

4. Development Agreement between the City of Kenosha, the Kenosha Water Utility and Cendrillion, LLC for property located on 77th Avenue south of 60th Street (Cendrillion). (Districts 16 & 17) (CPC Approved Ayes 7, Noes 0) (referred to PW & Board of Water Commissioners) Backup included with Public Works Committee backup
It was moved by Alderperson Pedersen, seconded by Alderperson Siel to approve. Motion passed 6-0.

5. Stormwater Management Facilities Maintenance Agreement between the City of Kenosha and Cendrillon, LLC. (Districts 16 & 17)
It was moved by Alderperson Pedersen, seconded by Alderperson Siel to approve. Motion passed 6-0.
ALDERPERSONS’ COMMENTS – None

ADJOURNMENT – There being no further business to come before the Stormwater Utility Committee, it was moved, seconded and unanimously approved to adjourn the meeting at 7:26 PM.
PERMANENT STORM SEWER AND DETENTION POND EASEMENT AND AGREEMENT BETWEEN CENDRILLON, LLC AND THE CITY OF KENOSHA

This space is reserved for recording data

Return to:

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

03-122-04-126-012 (Old)
03-122-04-126-018 (Old)
03-122-04-126-019 (Old)
03-122-04-126-030 (Old)
03-122-04-426-013 (Old)
03-122-04-426-042 (Old)

Parcel Identification Nos.
PERMANENT STORM SEWER AND DETENTION POND
EASEMENT AND AGREEMENT

Between

CENDRILLON, LLC
A Delaware Limited Liability Company

And

THE CITY OF KENOSHA
A Municipal Corporation

This Permanent Storm Sewer and Detention Pond Easement and Agreement ("Easement and Agreement") effective as of the last date of execution is entered into between Cendrillon, LLC, a Delaware limited liability company, c/o Darwin Realty, 970 N. Oaklawn Avenue, Suite 100, Elmhurst, Illinois 60126 ("Grantor"), and the City of Kenosha, a municipal corporation duly organized and existing under the laws of the State of Wisconsin with offices located at 625 52nd Street, Kenosha, Wisconsin 53140 ("Grantee").

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

Grantor, in consideration of One Dollar ($1.00) and other valuable consideration, the receipt and sufficiency of which is hereby acknowledged, and subject to the terms and conditions below provided, does hereby grant to the Grantee and the Grantee’s authorized agents and employees a non-exclusive permanent easement, in, to and under and across that certain portion of the Real Estate legally described and shown on Exhibits B - G (the “Easement Areas”) to install, construct, expand, reconstruct, repair, remove, replace, inspect, and maintain, storm sewer, stormwater ponds and appurtenances as described in the site plan review approval, the Development Agreement for the Phase I Development of the Real Estate, the approved Stormwater Management Plan, and the Stormwater Management Facilities Maintenance Agreement, copies of which are on file with the City of Kenosha Department of Community Development and Inspections and the Department of Public Works, all of which is hereafter referred to as the “Permitted Work”, for the purposes of conveying and detaining storm sewerage over, across, through, and under the Real Estate, together with the right to, within the Easement Areas, excavate and refill ditches and/or trenches, install appurtenances, and the further right to, within the Easement Areas, remove, cut or trim trees, shrubs, bushes, plants, undergrowth, fences, pavement or any other improvements, structures and obstructions interfering with the Permitted Work. Grantor will not push, plow or deposit snow, ice, or debris within the Easement Areas.

Grantor shall have and retain all other rights not granted to the Grantee to the use and occupancy of the Easement Areas, provided that, except as set forth in the plans approved as part of the site plan review approval and the Development Agreement for the Phase I Development of the Real Estate, no improvements, structures, landscaping or pavement shall be erected or placed over or upon the Easement Areas without the advance, written approval of the Director of Public Works of the City of Kenosha, and then subject to reasonable conditions, such as, but not limited to, replacement or
removal of authorized improvements at the cost of the Grantor, when required by the Grantee. Unauthorized improvements on the Easement Areas by the Grantor are subject to removal by the Grantee.

For the purpose of performing the Permitted Work, the Grantee shall have the right to enter and pass over the Real Estate at any location deemed advantageous by Grantee in order to use the Easement Areas and the lands of the Grantor reasonably adjacent thereto for the temporary transportation, laying down and storage of materials, backfill, tools and equipment, the depositing and removal of excavated materials, and for other purposes incidental to the Permitted Work. Upon completion of the Permitted Work, restoration of the Easement Areas by the Grantee shall be limited to backfilling ditches and/or trenches, topsoil, seeding and debris removal. Upon completion of the Permitted Work, the Grantor, at the Grantor’s cost and expense, shall be responsible for all other restoration, including restoration of any landscaping, any fencing, any concrete and asphalt surfaces, or any other improvements or structures within the Easement Areas and surrounding property to the condition prior to such Permitted Work.

This Easement and Agreement shall run with the land and be binding upon the successors, assigns, and successors in title of the parties hereto. Nonuse or limited use of the easement rights granted in this Easement and Agreement shall not prevent later use of the easement to the fullest extent authorized in this Easement and Agreement and re-recording of this Easement and Agreement as a result thereof shall not be required. This Easement and Agreement shall not take effect until it is fully executed by the Grantor and Grantee. Each person who executes this Easement and Agreement certifies that they are acting within the scope of their respective authority in doing so.

This Easement and Agreement shall be governed by and construed in accordance with the laws of the State of Wisconsin. Grantor, Grantee and their respective successors and assigns shall have all rights to enforce this Easement and Agreement at law or in equity.

Signature pages follow
GRANTOR:

CENDRILLON, LLC
A Delaware Limited Liability Company

BY: ___________________________________

ERIN CIBULA, Manager

Date: ______________________________

STATE OF ILLINOIS)

:SS.

COUNTY OF DUPAGE)

Personally came before me this ______ day of __________________, 2019, Erin Cibula, Manager of Cendrillon, LLC a Delaware limited liability company, to me known to be such Manager of said limited liability company, and acknowledged to me that she executed the foregoing instrument as such Manager as the Agreement of said limited liability company, by its authority.

___________________________________
Name______________________________
Notary Public, __________ County, ______
My Commission expires/is: ___________
JOINDER AND CONSENT
OF CENDRILLON, LLC MORTGAGEE

The undersigned, on behalf of Associated Bank, National Association, as lender for Cendrillon, LLC hereby consents to the terms and conditions of the foregoing Agreement and subordinates any and all liens that it holds against the Cendrillon, LLC real estate and any renewals, extensions, or amendments thereof, to the rights granted pursuant to such Agreement.

Dated this _____ day of _______________, 2019.

ASSOCIATED BANK, NATIONAL ASSOCIATION

By: ______________________________
Name: _____________________________
Title: ______________________________

STATE OF WISCONSIN)
: SS.
COUNTY OF BROWN)

This instrument was acknowledged before me on the _____day of _____________, 2019 by ______________________, as ______________________________ of Associated Bank, National Association, on behalf of said bank.

_________________________________
Name_________________________________
Notary Public, __________ County,_______
My Commission expires/is: ________________
GRANTEE:

THE CITY OF KENOSHA, WISCONSIN,
A Wisconsin Municipal Corporation

BY: ______________________________
    JOHN M. ANTARAMIAN, Mayor

Date: ______________________________

BY: _______________________________
    DEBRA SALAS, City Clerk/Treasurer

Date: ______________________________

STATE OF WISCONSIN )
     SS.
COUNTY OF KENOSHA)

Personally came before me this ______ day of ________________, 2019, John M. Antaramian, Mayor, and Debra Salas, City Clerk/Treasurer of the City of Kenosha, Wisconsin, a Wisconsin municipal corporation, to me known to be such Mayor and City Clerk/Treasurer of said municipal corporation, and acknowledged to me that they executed the foregoing instrument as such officers as the agreement of said municipal corporation, by its authority.

____________________________________
Print Name___________________________
Notary Public, Kenosha County, WI.
My Commission expires/is: ________________

DRAFTED BY:
Jonathan A. Mulligan
Assistant City Attorney
City of Kenosha
625 52nd Street, Room 201
Kenosha, Wisconsin 53140
Phone: 262-653-4170
Fax: 262-925-5933
jmulligan@kenosha.org
EXHIBIT A

LEGAL DESCRIPTION OF REAL ESTATE

Lot 1, Lot 2, Lot 3, and Outlot 1 of Certified Survey Map No. ____________ recorded with the Kenosha County Register of Deeds on ______________, 2019 as Document No. ________________ being a redivision of all of Lots 2 and 3 of Certified Survey Map No. 2055, all of Outlot 1 and part of Lots 1 and Lot 3 of Certified Survey Map No. 2167 and additional lands, all located in the Northeast ¼, Southeast ¼, Southwest ¼ and Northwest ¼ of the Northeast ¼ and the Northeast ¼, Southeast ¼ and Northwest ¼ of the Southeast ¼, Section 4, Township 1 North, Range 22 East, City of Kenosha, Kenosha County, Wisconsin.

Together with:

Lot 1, Outlot 2, and Outlot 3 of Certified Survey Map No. ____________ recorded with the Kenosha County Register of Deeds on ______________, 2019 as Document No. ________________ being a redivision of all of Lot 1 of Certified Survey Map No. ____________, located in the Northeast ¼, Southeast ¼, Southwest ¼ and Northwest ¼ of the Northeast ¼ and the Northeast ¼ of the Southeast ¼, Section 4, Township 1 North, Range 22 East, City of Kenosha, Kenosha County, Wisconsin.
EASEMENT AREA:
Outlot 1 of Certified Survey Map No. _________ as recorded in the Kenosha County Register of Deeds on _________, 2019 as Document No. _________, being a part of the Northwest 1/4 of the Southeast 1/4, and the Southwest 1/4 and Northwest 1/4 of the Northeast 1/4 of Section 4, Township 1 North, Range 22 East, City of Kenosha, Kenosha County, Wisconsin.
EASEMENT AREA:
Outlot 2 of Certified Survey Map No. _________ as recorded in the Kenosha County Register of Deeds on __________, 2019 as Document No. __________, being a part of the Southwest 1/4 and Northwest 1/4 of the Northeast 1/4 of Section 4, Township 1 North, Range 22 East, City of Kenosha, Kenosha County, Wisconsin.
LEGAL DESCRIPTION:

Being a part of Lot 2 of Certified Survey Map No. __________, as recorded in the Register of Deeds office for Kenosha County on __________, 2019 as Document No. __________, being a part of the Southwest 1/4 of the Northeast 1/4 of Section 4, Township 1 North, Range 22 East, City of Kenosha, Kenosha County, Wisconsin, bounded and described as follows:

Commencing at the northwest corner of the Northeast 1/4 of said Section 4; thence North 89°33′30″ East along the north line of said Northeast 1/4 a distance of 1229.41 feet; thence South 01°11′22″ East and then along the west line of Parcel 3 of Certified Survey Map No. 1767, 2015.05 feet to the north right of way of 77th Avenue; thence South 88°48′38″ West along said north right of way, 66.00 feet to a point of curvature; thence southwesterly along said curve to the left, 70.14 feet, whose radius is 58.00 feet and whose chord bears South 54°09′56″ West, 65.94 feet to the Point of Beginning;

Thence continuing southwesterly along said curve to the left, 20.45 feet, whose radius is 58.00 feet and whose chord bears South 09°25′05″ West, 20.35 feet to the south line of said Lot 2; thence South 88°48′38″ West along said south line, 793.87 feet to the west line of said Lot 2; thence North 02°32′44″ West along said west line, 20.01 feet; thence North 88°48′38″ East, 798.09 feet to the west line of 77th Avenue and the Point of Beginning.
EXHIBIT E

EASEMENT AREA:

Part of Lot 2, part of Lot 3 and part of Outlot 1 of Certified Survey Map No. _______, as recorded in the Register of Deeds office for Kenosha County on __________, 2019 as Document No. __________, and part of Lot 1, and part of Outlot 2 of Certified Survey Map No. __________ as recorded in the Register of Deeds office for Kenosha County on __________, 2019 as Document No. __________, being a part of the Northwest 1/4 of the Southeast 1/4; and the Southwest 1/4 and Northwest 1/4 of the Northeast 1/4 of Section 4, Township 1 North, Range 22 East, City of Kenosha, Kenosha County, Wisconsin, described as follows:

Commencing at the Southeast corner of the Northeast 1/4 of said Section 4; thence South 88°16'25" West along the south line of said Northwest 1/4, 1541.96 feet to the westerly right of way line of 77th Avenue and a point on a curve; thence southerly along said right of way, 47.19 feet along the arc of a curve to the right, whose radius is 175.22 feet and whose chord bears South 07°31'35" West, 47.05 feet to the Point of Beginning of a 20 foot wide storm sewer easement whose centerline is described as follows;

Thence North 01°44'01" West, 39.22 feet; thence North 28°19'38" West, 862.49 feet; thence North 01°13'28" West, 543.71 feet; thence North 01°43'12" West, 458.46 feet; thence North 08°49'47" West, 690.63 feet; thence North 75°48'59" West, 84.67 feet to the terminus of said centerline.

EXHIBIT

PINCALILE ENGINEERING GROUP

15850 W. BLUE MOUND ROAD | SUITE 210 | BROOKFIELD, WI 53005
WWW.PINNACLE-ENGR.COM

PLAN | DESIGN | DELIVER

08/16/19

PEG JOB #108.00

DRAWN BY

08/16/19
EXHIBIT F

EASEMENT AREA:
Part of Lot 2 Certified Survey Map No. ________, as recorded in the Register of Deeds office for Kenosha County on ____________, 2019 as Document No. ____________, and part of Outlot 2 of Certified Survey Map No. ____________, as recorded in the Register of Deeds office for Kenosha County on ____________, 2019 as Document No. ____________, being a part of the Southwest 1/4 of the Northeast 1/4 of Section 4, Township 1 North, Range 22 East, City of Kenosha, Kenosha County, Wisconsin, bounded and described as follows:

Commencing at the Southeast corner of the Northeast 1/4 of said Section 4; thence South 88°16'25" West along the south line of said Northeast 1/4, 1475.96 feet to the west line Parcel 3 of Certified Survey Map No. 1767; thence North 01°11'22" West along said west line, 1214.49 feet to the Point of Beginning;

Thence North 79°51'43" West, 500.17 feet; thence North 10°08'17" East, 20.00 feet; thence South 79°51'43" East, 496.16 feet to the east line of Outlot 2 of Certified Survey Map No. ________ and the west line of said Parcel 3; thence South 01°11'22" East along said line, 20.40 feet to the Point of Beginning.

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08/16/19
Pinnacle Engineering Group
15850 W. Bluemound Road | Suite 210 | Brookfield, WI 53005
www.pinnacle- engr.com
Plan | Design | Deliver
PEG Job # 108.00
EXHIBIT G

EASEMENT AREA:

Being a part of Lot 1, part of Outlot 2, and part of Outlot 3 of Certified Survey Map No. _________ as recorded in the Register of Deeds office for Kenosha County on _________ 2019 as Document No. _________, being a part of the Northwest 1/4 and the Northeast 1/4 of the Northeast 1/4 of Section 4, Township 1 North, Range 22 East, City of Kenosha, Kenosha County, Wisconsin, described as follows:

Commencing at the Southeast corner of the Northeast 1/4 of said Section 4; thence South 88°16'36" West along the south line of said Northeast 1/4, 1541.96 feet to the westerly right-of-way line of 77th Avenue and a point on a curve; thence southwestwesterly along said right-of-way, 47.19 feet along the arc of a curve to the right, whose radius is 175.22 feet and whose chord bears South 07°31'35" West, 47.05 feet; thence North 01°44'01" West, 39.22 feet; thence North 26°19'36" West, 862.49 feet; thence North 01°13'26" West, 543.71 feet; thence North 01°43'12" West, 458.45 feet; thence North 08°49'04" West, 690.63 feet to the Point of Beginning of a 20 foot wide storm sewer easement whose centerline is described as follows:

Thence North 84°49'32" East, 91.91 feet; thence South 49°50'26" East, 282.45 feet; thence South 78°07'03" East, 504.53 feet; thence South 59°49'08" East, 112.05 feet; thence South 55°19'17" East, 390.23 feet to the East line of Outlot 3 of said Certified Survey Map, and the terminus of said centerline.

GRAPHICAL SCALE (FEET)

0 1" = 250' 500'

SE CORNER, NE 1/4, SEC. 4, T1N, R22E

SOUTH LINE OF THE NE 1/4 SEC. 4, T1N, R22E

L = 47.19'
RADIUS = 175.22'
S07°31'35"W
CHORD = 47.05'

PINNACLE ENGINEERING GROUP
10550 W. BLUE MOUND ROAD | SUITE 210 | BROOKFIELD, WI 53005
WWW.PINNACLE-ENGR.COM

08/22/19

PEG Job #: 106.00