

**AGENDA  
PUBLIC WORKS  
COMMITTEE**

**MONDAY, DECEMBER 21, 2015  
ROOM 202  
5:30 P.M.**

**Eric Haugaard, Chairman  
Jan Michalski, Vice Chairman  
Steve Bostrom**

**Scott N. Gordon  
Rhonda Jenkins  
Patrick Juliana**

1. Acceptance of pavement and drainage improvements at Hampton Inn (7300 125<sup>th</sup> Avenue). **(District 16)**
2. Award of Project 15-1528 Building Automation Systems (BAS) and Reheat Valve Replacements (5500 1<sup>st</sup> Avenue) to Martin Petersen Co., Inc. (Kenosha, Wisconsin) in the amount of \$85,945. **(District 2)** *(Museum Board approved unanimously)*
3. Resolution by the Mayor – To Approve a Two-Lot Certified Survey Map for property at 9407 38<sup>th</sup> Street. (Harpe) **(District 16)** *(City Plan Commission approved 7-0)*
4. Resolution by the Mayor – To Approve a Four-Lot Certified Survey Map for property at 12742 71<sup>st</sup> Street. (North Shore Bank/Springs at Kenosha) **(District 16)** *(City Plan Commission approved 7-0)*
5. Development Agreement between the City of Kenosha and the Kenosha Water Utility and Continental 315 Fund LLC. (Springs at Kenosha) **(District 16)** *(City Plan Commission approved 7-0) (also referred to Board of Water Commissioners and Stormwater Utility Committee)*
6. Temporary Turnaround Easement and Agreement between Continental 315 Fund LLC and the City of Kenosha. (Springs at Kenosha) **(District 16)**
7. Quit Claim Deed from Anchor Bank FSB to the City of Kenosha regarding 0.1748 acres for 71<sup>st</sup> Street Right-of-Way West of 125<sup>th</sup> Avenue. **(District 16)** *(City Plan Commission approved 7-0)*

INFORMATIONAL: Project Status Report

CITIZENS COMMENTS/ALDERMAN COMMENTS RELATED ONLY TO JURISDICTION OF PUBLIC  
WORKS COMMITTEE

IF YOU ARE DISABLED AND IN NEED OF ASSISTANCE CALL 653-4050 BEFORE NOON ON THE DATE INDICATED FOR  
THIS MEETING.

NOTICE IS HEREBY GIVEN THAT A MAJORITY OF THE MEMBERS OF THE COMMON COUNCIL MAY BE PRESENT AT THE  
MEETING, AND ALTHOUGH THIS MAY CONSTITUTE A QUORUM OF THE COMMON COUNCIL, THE COUNCIL WILL NOT  
TAKE ANY ACTION AT THIS MEETING.

PUBLIC WORKS COMMITTEE  
- MINUTES -

MONDAY, DECEMBER 7, 2015  
5:30 P.M.

Eric Haugaard, Chairman  
Jan Michalski, Vice Chairman  
Steve Bostrom

Scott N. Gordon  
Rhonda Jenkins  
Patrick Juliana

The regular meeting of the Public Works Committee was held on Monday, December 7, 2015 in Room 202 of the Municipal Building. The following members were present: Chairman Eric Haugaard, Vice Chairman Jan Michalski, Aldermen Steve Bostrom, Scott N. Gordon, Rhonda Jenkins, and Patrick Juliana. The meeting was called to order at 5:31 PM. Staff members in attendance were Shelly Billingsley, Acting Director of Public Works; Alderman Jack Rose.

Approval of minutes of regular meeting held on November 2, 2015, special meeting held on November 9, 2015, regular meeting held on November 16, 2015 and special meeting held on November 24, 2015.

*It was moved by Alderman Michalski, seconded by Alderman Juliana to approve. Motion passed 6-0.*

1. Request from Martino's Master Drycleaner (709 47<sup>th</sup> Street) to repave lawn park area. **(District 2)**  
*A public hearing was held, Daniel Martino, 6514 238<sup>th</sup> Avenue, spoke.  
It was moved by Alderman Michalski, seconded by Alderman Juliana to approve to repave with concrete. Motion passed 6-0.*
2. First Amendment to the Development Agreement between the City of Kenosha and Keno Wells, LLC and 5<sup>th</sup> Avenue Lofts, LLC. **(District 2)** *(City Plan Commission approved 9-0) (also referred to Stormwater Utility Committee)*  
*It was moved by Alderman Gordon, seconded by Alderman Juliana to approve. Motion passed 6-0.*
3. Resolution by the Mayor – To Amend the Official Map for the City of Kenosha, Wisconsin, to include the Attachment of Parcel #80-4-222-234-0150 at 4128 24<sup>th</sup> Street in the Town of Somers, Kenosha County, Wisconsin, in accordance with the approved City of Kenosha/Town of Somers Cooperative Plan under Section 66.0307 of the Wisconsin Statutes and Create Ward 92. (Conforti) **(District 5)** *(City Plan Commission approved 9-0)*  
*It was moved by Alderman Gordon, seconded by Alderman Juliana to approve. Motion passed 6-0.*
4. Resolution by the Mayor – To Amend the Official Map for the City of Kenosha, Wisconsin, to include the Attachment of CTH G-30<sup>th</sup> Avenue Right-of-Way located South of 16<sup>th</sup> Place to 18<sup>th</sup> Street in the Town of Somers, Kenosha County, Wisconsin, in accordance with the approved City of Kenosha/Town of Somers Cooperative Plan under Section 66.0307 of the Wisconsin Statutes. (CTH G-30<sup>th</sup> Avenue ROW) **(District 4)** *(City Plan Commission approved 9-0)*  
*It was moved by Alderman Michalski, seconded by Alderman Juliana to approve. Motion passed 6-0.*

5. Resolution by the Mayor – To Amend the Official Map for the City of Kenosha, Wisconsin, to include the Attachment of CTH K-60<sup>th</sup> Street Right-of-Way located West of 60<sup>th</sup> Avenue to the Union Pacific Railroad in the Town of Somers, Kenosha County, Wisconsin, in accordance with the approved City of Kenosha/Town of Somers Cooperative Plan under Section 66.0307 of the Wisconsin Statutes. (CTH G-60<sup>th</sup> Street ROW) **(Districts 15 & 16)** *(City Plan Commission approved 9-0)*  
*It was moved by Alderman Michalski, seconded by Alderman Juliana to approve. Motion passed 6-0.*
  
6. Resolution by the Finance Committee – To Amend the City of Kenosha Capital Improvement Program for 2015 by Increasing OT10-003 “Site Remediation” in the Amount of \$423,541 with Outside Funding from a DNR Ready for Reuse Program and Old Carco Liquidation Trust Funds for the Kenosha Engine Plant for a Net Change of \$0. *(also referred to Finance Committee)*  
*It was moved by Alderman Juliana, seconded by Alderman Jenkins to approve. Motion passed 6-0.*

INFORMATIONAL: Project Status Report

CITIZEN COMMENTS: Gregg Kishline, 8638 32<sup>nd</sup> Avenue, commented on there being money in the budget for the Southport Beach House that would cover maintenance items. He feels there is a small window of opportunity to do the work and just wanted to remind the Committee of the work.

ADJOURNMENT - *There being no further business to come before the Public Works Committee, it was moved, seconded and unanimously approved to adjourn the meeting at 5:44 PM.*



To: Eric Haugaard, Chairman,  
Public Works Committee

From: Shelly Billingsley, P.E. *Shelly Billingsley*  
City Engineer

Date: December 9, 2015

**Subject: Acceptance of Right of Way Improvements Hampton Inn**

**BACKGROUND/ANALYSIS:**

The 125<sup>th</sup> Avenue Hotel LLC and SMMFLP Limited Partnership has completed the improvements per the Development Agreement.

The sidewalk, street light and landscaping improvements in 125<sup>th</sup> Avenue right of way have been inspected and approved for acceptance by the Department of Public Works – Engineering Division and the WisDOT personnel. The developer has met all requirements for acceptance by the Committee and Common Council.

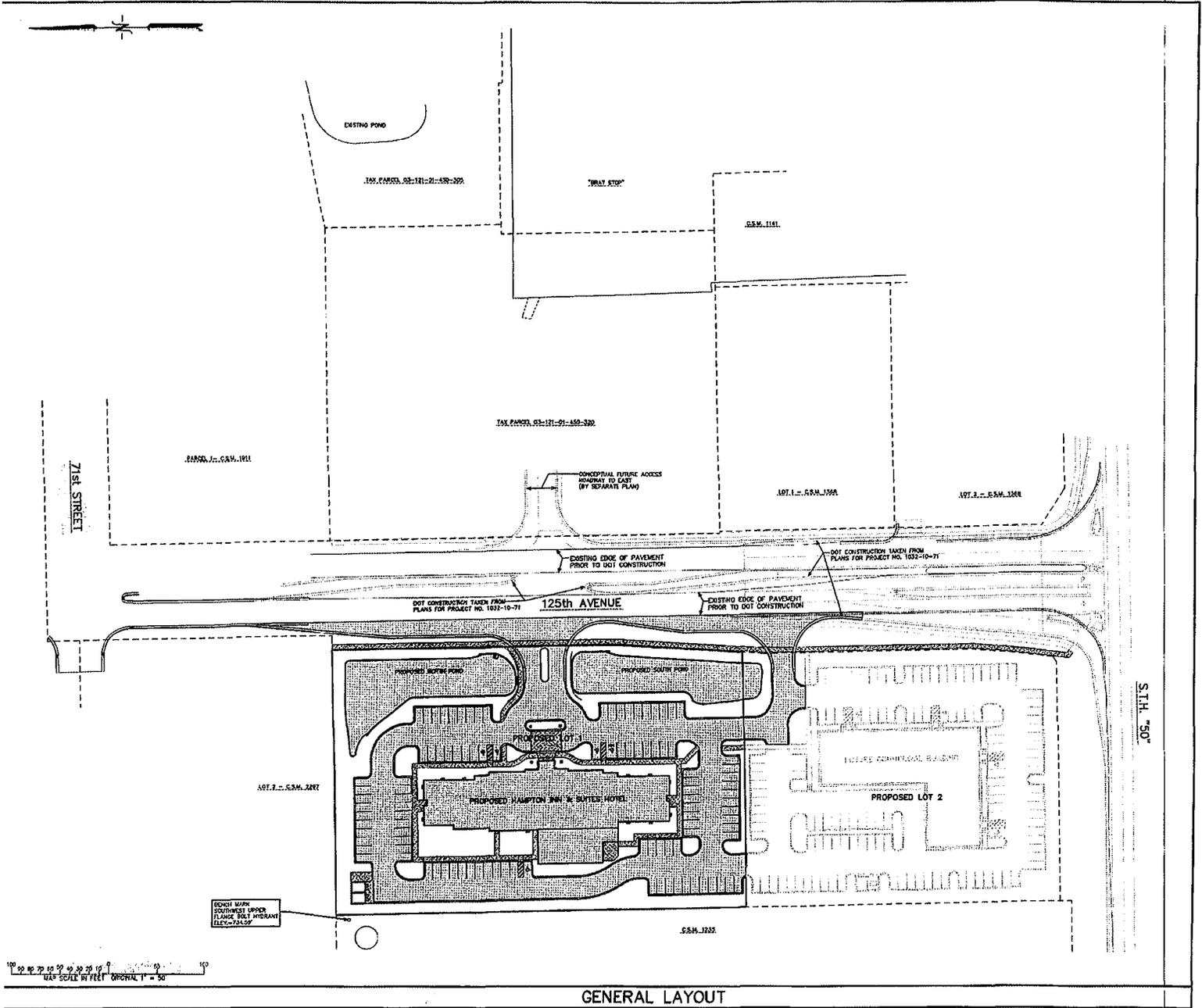
Upon acceptance by the City, the City will be responsible for the operation of the street improvements. Also upon acceptance, the Developer shall guarantee all public improvements for a period of one (1) year.

**RECOMMENDATION:**

Approve the drainage and street improvements for acceptance.

Attachment: Map

cc: Cathy Austin; Greg Holverson



GENERAL LAYOUT



December 16, 2015

To: Eric J. Haugaard, Chairman  
Public Works Committee

Cameron Olson, Chairperson  
KPM Board of Trustees,

From: Shelly Billingsley, P.E. *Shelly Billingsley*  
Acting Director of Public Works /City Engineer

Dan Joyce  
Museum Director

Subject: Project: 15-1528 Building Automation Systems (BAS) and Reheat Valve Replacements

Location: 5500 First Avenue

The Department of Public Works, Engineering Division has opened bids for the above referenced project. Engineer's Estimate was \$80,000. Budget amount is \$150,000 to fund this installation contract with the balance of the CIP funds used by the City for purchase of replacement valves and the BAS server to be installed as part of this contract.

This project consists of upgrading Kenosha Public Museum's existing (12) year old Carrier BAS with a modern Carrier system, add a new outdoor mounted combination temperature/humidity sensor, and replace forty-six (46) city supplied hot water reheat valves that have reached obsolescence.

**Following is the list of bidders:**

Contractor	Base Bid
Martin Petersen Company, Kenosha, WI	\$77,945.00
H&H Energy Services, Madison, WI	\$78,510.00

H&H Energy Services also submitted a bid using Tridium components which came in at \$102,690.

It is recommended that this contract be awarded to Martin Petersen Company, Kenosha, Wisconsin, for the base bid amount of \$77,945.00 plus \$8,000.00 in contingency for unforeseen conditions (if needed), for total award amount of \$85,945.00. Funding is from CIP Line Item MU-13-001.



CITY PLAN COMMISSION  
Staff Report - Item 6

Thursday, December 10, 2015 at 5:00 pm  
Municipal Building  
625 52nd Street - Room 202 - Kenosha, WI 53140

**Resolution by the Mayor - To Approve a Two-Lot Certified Survey Map for property at 9407 38th Street. (Harpe) (District 16) PUBLIC HEARING**

**NOTIFICATIONS AND APPROVAL REQUIREMENTS:**

Aldersperson Johnson, District 16, has been notified. This item will also be reviewed by the Public Works Committee before final approval by the Common Council.

**LOCATION AND ANALYSIS:**

**Site:** 9407 38th Street

1. The applicant is proposing to divide the existing property into two (2) parcels.
  - a. Parcel I-A would be sold to the City of Kenosha for airport use.
  - b. Parcel I-B would remain as is.The current owner intends to rent out the existing residence and use the outbuildings for storage. At some time in the future, that land may be sold to the City for future airport use.
2. The property is currently in the Town of Somers. An Attachment Petition has been filed and must be approved by the Common Council in conjunction with the Land Division.
3. The applicant also submitted a Petition to rezone (previous agenda item) the property to *IP Institutional Park District*. The IP zoning would allow for airport uses as well as continuance of the existing residential use.
4. The Certified Survey Map was sent to City Departments for their review. Their comments are included in the attached Resolution.
5. The Certified Survey Map generally complies with Chapter 17 of the Code of General Ordinances.

**RECOMMENDATION:**

A recommendation is made to approve the Certified Survey Map, subject to the attached Resolution.

Brian Wilke, Development Coordinator

Jeffrey B. Labahn, Director

RESOLUTION # \_\_\_\_ - 15

BY: THE MAYOR

TO APPROVE A TWO-LOT CERTIFIED SURVEY MAP  
Property at 9407 38th Street (Harpe)

**BE IT RESOLVED** by the Common Council of the City of Kenosha, Wisconsin, that a Certified Survey Map relating to one (1) parcel at 9407 38th Street is herein and hereby approved subject to the following conditions:

1. Compliance with all applicable State and City Codes and Ordinances.
2. Payment of all applicable fees, including recording fees, by the applicant.
3. Payment of all Stormwater Utility fees and delinquent taxes prior to recording.
4. A digital copy of the Certified Survey Map, in GIS Shape File format, shall be provided to the City prior to recording.
5. The Certified Survey Map shall be null and void if not recorded within six (6) months of approval by the Common Council.
6. Sheet 1 includes a note indicating that the zoning is A-2, C-2, C-1. The current zoning, according to Kenosha County records is A-4. Upon Attachment to the City, the zoning will become A-2. There is nothing to indicate that any of the property is or will be C-1 or C-2 (City or County) zoning.
7. Sheet 1 includes information indicating that the soils are of the Beecher, Ashkum and Morley series. According to the Wisconsin Department of natural Resources, the soils are: Varna silt loam, Elliott silty clay loam, Ashkum silty clay loam and Markham silt loam.
8. Sheet 2, the legal description reads, in part, "...lying and being in part of the Southeast Quarter of Section 29...". The north property line crosses the Quarter Section line and is also a part of the Northeast Quarter of Section 29.
9. Sheet 2 has a signature line for the property owner with the owner's name typed underneath. It then has a line under that for the owner to print his name. That seems redundant. Sheet 3 for the Mayor's and City Clerk/Treasurer's signatures - same issue.
10. Sheet 3 has a line below the Mayor's signature line which reads, "Committee on this.....day of..... 20\_\_\_\_." This whole Section should be removed. The line underneath "This Certified Survey Map has been submitted..." which reads "PRINT NAME HERE" shall be replaced with "DEB SALAS, CITY CLERK/TREASURER".
11. The original Certified Survey Map from which this is being further subdivided, CSM 928, has a note indicating a road Easement 435.86 feet of the north property line. This shall be dedicated as public right-of-way.
12. The property shall be rezoned to IP Institutional Park by the Common Council.

13. Compliance with all the preceding conditions as a prerequisite for authorizing Mayor and City Clerk-Treasurer to sign the Certified Survey Map.

Adopted this \_\_\_\_ day of \_\_\_\_\_, 2015

ATTEST:

\_\_\_\_\_  
Debra L. Salas, City Clerk-Treasurer

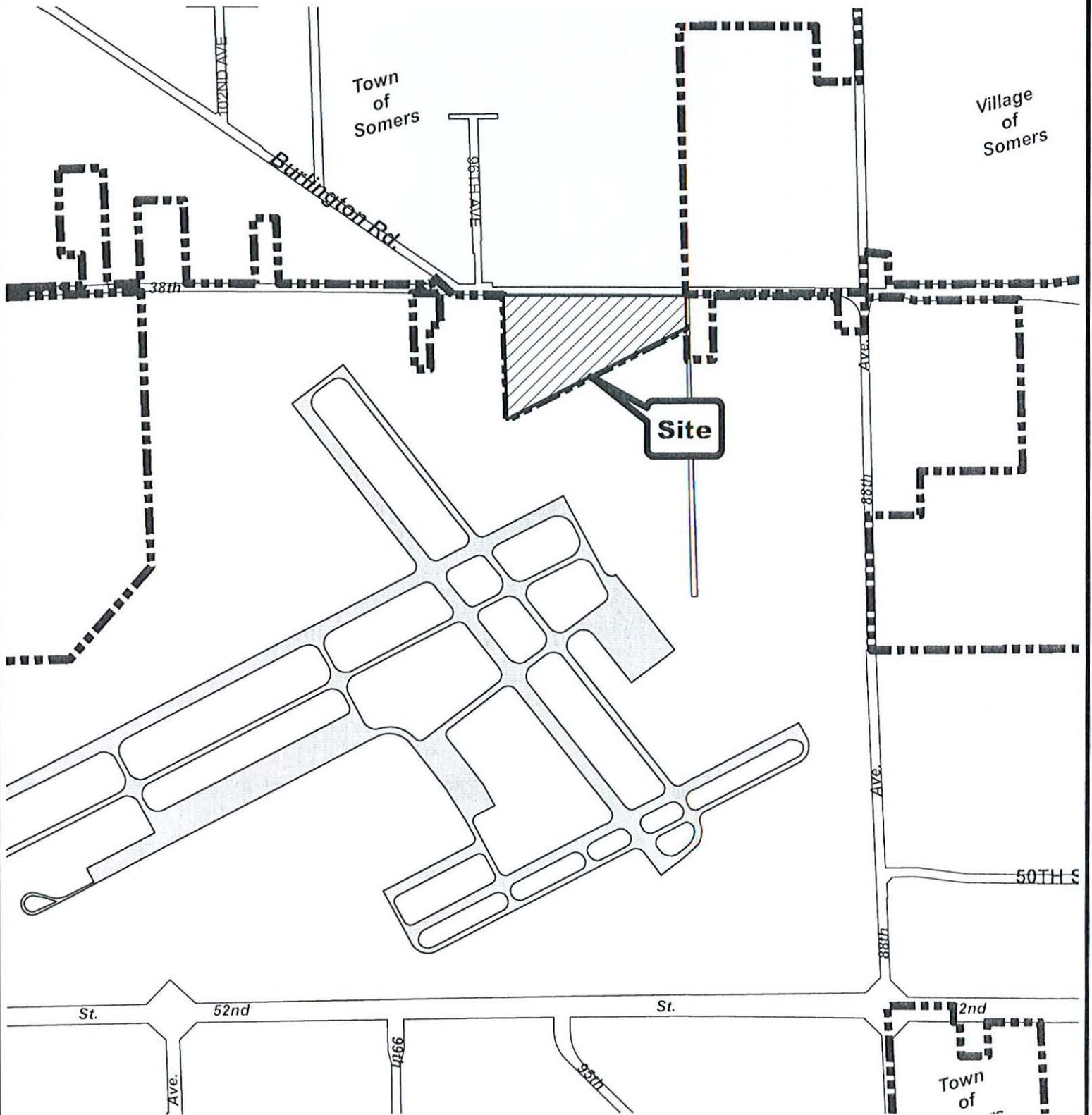
APPROVE:

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

Drafted by the Department of Community Development & Inspections  
/u2/acct/cp/ckays/1CPC/2015/DEC10/6-Res-esm-Harpe.doc

City of Kenosha

Vicinity Map  
Harpe CSM



----- Municipal Boundary



0 1,000 Feet

**Development Review Application  
City of Kenosha, Wisconsin**

**MAILING INFORMATION**

**NAME OF PROJECT:** HARPE TO CITY OF KENOSHA (9407 38th Street)

*Check one (1) of the following boxes to indicate the recipient of all correspondence:*

<input checked="" type="radio"/>	Name and Address of Applicant [Please print]: <u>DUSTIN HARPE</u> <u>8501 75th St Suite H</u> <u>KENOSHA WI 53142</u>	Phone: <u>262-694-1677</u> Fax: <u>262-694-1682</u> E-Mail: <u>SALES@HARPEDEVELOPMENT.COM</u>
<input type="radio"/>	Name and Address of Architect/Engineer [Please print]: _____ _____ _____	Phone: _____ Fax: _____ E-Mail: _____
<input type="radio"/>	Name and Address of Property Owner (if other than applicant)[Please print]: _____ _____ _____	Phone: _____ Fax: _____ E-Mail: _____

**PROJECT LOCATION**

Location of Development (street address and / or parcel number): \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

**TYPE OF LAND DEVELOPMENT**

**Check all that apply. Note: Additional information may be required within individual Sections.**

<input checked="" type="checkbox"/>	Certified Survey Map	Section 1	Page 3
<input checked="" type="checkbox"/>	Concept Review ( <i>Land Division</i> )	Section 2	Page 4
<input type="checkbox"/>	Concept Review (Multi-Family Residential or Non-Residential)	Section 3	Page 5
<input type="checkbox"/>	Conditional Use Permit	Section 4	Pages 6 & 7
<input type="checkbox"/>	Developer's Agreement	Section 5	Page 8
<input type="checkbox"/>	Final Plat	Section 6	Pages 9 & 10
<input type="checkbox"/>	Lot Line Adjustment Survey	Section 7	Page 11
<input type="checkbox"/>	Preliminary Plat	Section 8	Pages 12 & 13
<input checked="" type="checkbox"/>	Rezoning	Section 9	Pages 14 & 15
<input type="checkbox"/>	Site Plan Review	Section 10	Pages 16 & 17

**PRIOR TO SUBMITTING THIS APPLICATION TO THE DEPARTMENT OF CITY DEVELOPMENT,  
PLEASE REVIEW THE APPROPRIATE SECTION(S) FOR FEES, REQUIREMENTS AND APPROPRIATE APPENDICES.**

**Submit this cover page, completed application, applicable section(s) and appendices  
along with ALL required plans, information and fees to:**

Department of Community Development & Inspections  
Planning Division  
625 52nd Street, Room 308  
Kenosha, WI 53140

Phone: 262.653.4030  
Fax: 262.653.4045

Office Hours:  
M - F 8:00 am - 4:30 pm

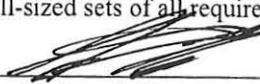
**SECTION I  
CERTIFIED SURVEY MAP**

<b>Additional Information Required:</b>	Number of Lots: <u>2</u> Zoning District: <u>AG1</u> Proposed Zoning Change, if any: <u>TP</u>
<b>Submittal Requirements:</b>	<ul style="list-style-type: none"> <li>➤ Ten (10) copies of Certified Survey Map (Applicant to keep original)</li> <li>➤ Four (4) copies of Drainage Plan (when required)</li> <li>➤ Signed Checklist below</li> </ul>
<b>Fees:</b>	<ul style="list-style-type: none"> <li>➤ 2-Lot Certified Survey Map = \$750</li> <li>➤ 3-Lot Certified Survey Map = \$800</li> <li>➤ 4-Lot Certified Survey Map = \$850</li> <li>➤ With a Developer's Agreement = \$1,500</li> <li>➤ Re-submittals = \$400</li> </ul> <p>Miscellaneous fees</p> <ul style="list-style-type: none"> <li>➤ All special assessments and taxes shall be paid prior to recording. The Department of Community Development and Inspections will record the map with the Kenosha County Register of Deeds and recording fees shall be paid at that time by the applicant.</li> </ul>
<b>Park Fees:</b>	<ul style="list-style-type: none"> <li>➤ Five percent (5%) of the value of the property, but not less than \$1,415 per lot. Note that park fees are only collected for residentially-zoned property and are due at the time of acquiring building permits. The City may require dedication of the land in lieu of fee.</li> </ul>
<b>Appendices to Review:</b>	<ul style="list-style-type: none"> <li>➤ D, E, F and G</li> </ul>
<b>Approximate Review Time:</b>	<ul style="list-style-type: none"> <li>➤ 45 - 60 days (Reviewed by City Plan Commission, Public Works Committee and Common Council)</li> </ul>

The land division will be reviewed for compliance with Chapters 17 and 35 of the City Code of General Ordinances, City Zoning Ordinance, any neighborhood or master land use plans for the area, and Chapter 236 of the Wisconsin State Statutes.

The applicant shall be responsible for the costs of project engineering, design, construction, and inspection as follows (when applicable):

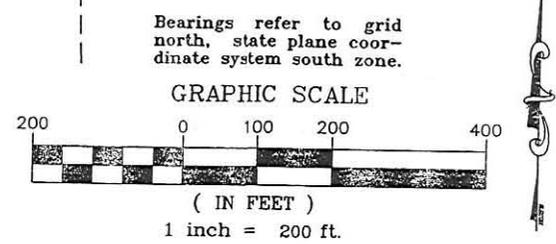
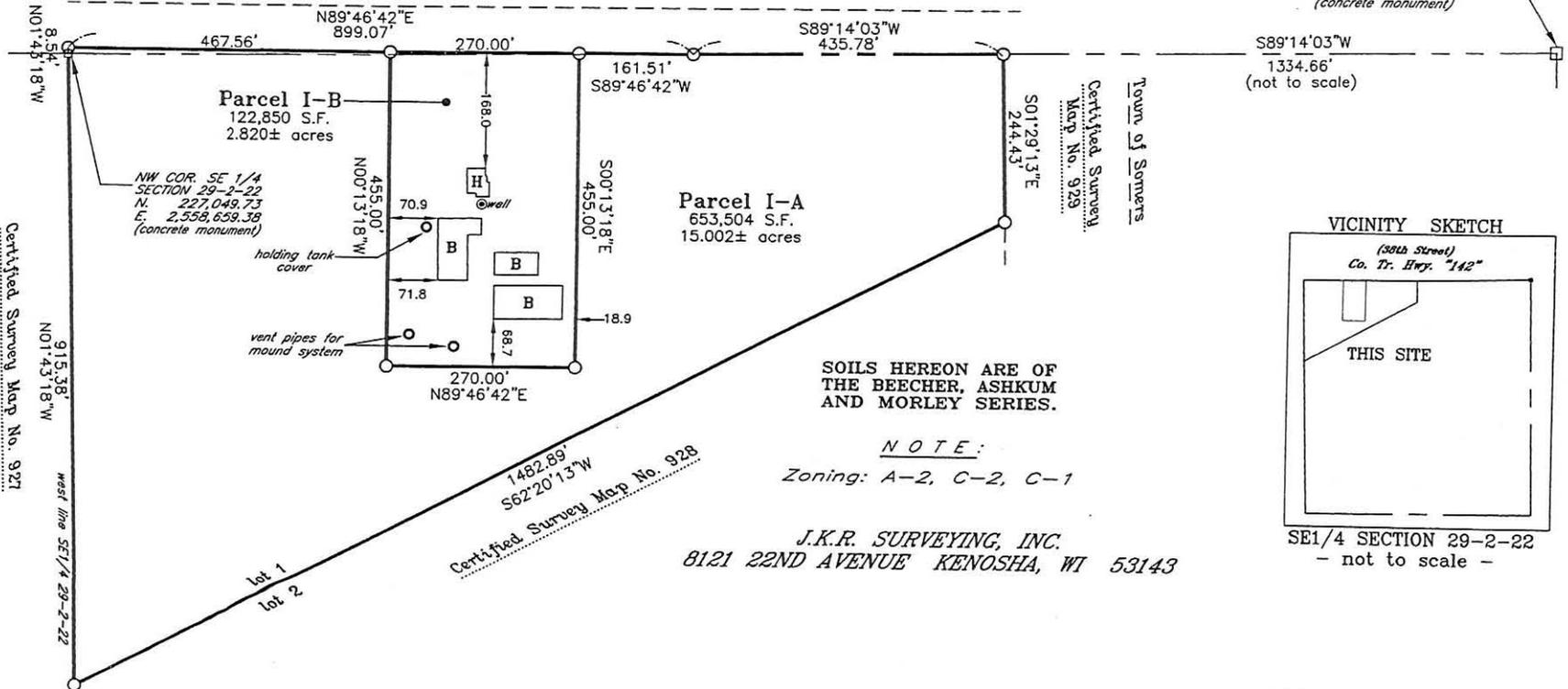
1. The applicant is responsible for installing all improvements and infrastructure, including but not limited to, utilities (water, sanitary and storm sewer), oversizing of utilities, sidewalks, streets, street lights and signs, retention/detention basins, street trees, etc.
2. The applicant is responsible for any off-site improvements for the development, including but not limited to, traffic signals and signs, median openings, and street improvements/widening.
3. Payment of inspection and engineering services performed by the City and Kenosha Water Utility for the project.
4. Applicant responsible for posting of all required assurance to cover required improvements.

<p><b>Checklist to be completed and signed:</b></p> <ul style="list-style-type: none"> <li><input type="checkbox"/> Scale and north arrow</li> <li><input type="checkbox"/> Scale of plans less than or equal to 1" = 100'</li> <li><input type="checkbox"/> Date of original and revisions noted</li> <li><input type="checkbox"/> Certification from surveyor that Plat complies with Chapter 17</li> <li><input type="checkbox"/> Reproducible paper less than 36" in width</li> <li><input type="checkbox"/> Location of all existing structures and first floor elevations</li> <li><input type="checkbox"/> Location of utility and drainage easements</li> <li><input type="checkbox"/> Exact length and bearing of the centerline of all streets</li> <li><input type="checkbox"/> Exact street width along the line of any obliquely intersecting street</li> <li><input type="checkbox"/> Railway rights-of-way within and abutting the plat</li> <li><input type="checkbox"/> Location and size of all lands to be dedicated for public use (when required)</li> <li><input type="checkbox"/> Comprehensive drainage plan</li> <li><input type="checkbox"/> Special restrictions relating to access control, planting strips, restrictive yard requirements, etc. (when required)</li> <li><input type="checkbox"/> Major street setback or WisDOT setbacks (if applicable)</li> <li><input type="checkbox"/> Map shows entirety of all parcels in proposed certified survey map</li> </ul>	<p><b>Checklist to be completed and signed:</b></p> <ul style="list-style-type: none"> <li><input type="checkbox"/> Floodplain limits of the 100 year recurrence interval flood</li> <li><input type="checkbox"/> Location of any wetlands, shoreland, or other environmental areas (if applicable)</li> </ul> <p><b>Plans to be submitted (when applicable)</b></p> <ul style="list-style-type: none"> <li><input type="checkbox"/> Street plans and profiles</li> <li><input type="checkbox"/> Sanitary sewer plans and profiles</li> <li><input type="checkbox"/> Storm sewer plans</li> <li><input type="checkbox"/> Grading/drainage plans</li> <li><input type="checkbox"/> Water main plans and profiles</li> <li><input type="checkbox"/> Erosion control plans</li> <li><input type="checkbox"/> Landscape plans</li> </ul> <p>I hereby certify that I have reviewed the City ordinances and provided ten (10) full-sized sets of all required information.</p> <p align="center">             Applicant's Signature         </p>
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denotes 1" x 2' iron pipe  
(weight: 1.13 lbs per foot)

(38th Street)  
**St. Tr. Hwy. "142"**

NE COR. SE 1/4  
SECTION 29-2-22  
N. 227,085.47  
E. 2,561,328.46  
(concrete monument)



**CERTIFIED SURVEY MAP**  
- for -  
**OWNER/SUBDIVIDER**  
Dustin Harpe  
in SE1/4 Section 29-2-22  
**CITY OF KENOSHA**  
**KENOSHA COUNTY, WIS.**

WISCONSIN REGISTERED LAND SURVEYOR  
JEFFREY K. RAMPART (S-2141)  
Dated, November 16, 2015

CERTIFIED SURVEY MAP NO. ....  
SHEET ONE OF THREE SHEETS

CERTIFIED SURVEY MAP

I, JEFFREY K. RAMPART, SURVEYOR, hereby certify that I have prepared this certified survey map, the exterior boundaries of which are described as:

A Re-division of Lot 1 of Certified Survey Map No. 928, a plat of record in the Kenosha County Land Registry, as per Volume 1133, Pages 540-41; lying and being in part of the Southeast Quarter of Section 29, Town 2 North, Range 22 East of the Fourth Principal Meridian; lying and being in the City of Kenosha, Kenosha County, Wisconsin and being more particularly described as:  
Commencing at the northeast corner of said quarter section; thence S89°14'03"W along the north line of said quarter section 1334.66 feet to the point of beginning; thence continue S89°14'03"W along said north line 435.78 feet to a point; thence S89°46'42"W 899.07 feet; thence S01°43'18"E 8.54 feet to the center of said Section 29; thence S01°43'18"E along the west line of said quarter section 915.38 feet; thence N61°20'13"E 1482.89 feet; thence N01°29'13"W 244.43 feet to the north line of said quarter section and the point of beginning.

That I have complied with the provisions of Chapter 236.34 of the State Statutes on certified surveys, the City of Kenosha Land Division and Platting Ordinance.

Dated this 16th day of November, 2015

SURVEYOR.....  
JEFFREY K. RAMPART (S-2141)  
WISCONSIN REGISTERED LAND SURVEYOR

As owner(s), I (we) hereby certify that I (we) caused the land described on this plat to be surveyed, divided, dedicated and mapped as represented on this plat.

OWNER/SUBDIVIDER.....  
DUSTIN HARPE

PRINT NAME.....

STATE OF WISCONSIN  
KENOSHA COUNTY S.S.

Personally came before me this ..... day of ....., 20\_\_\_, the above named Dustin Harpe, to me known to be the person(s) who executed the foregoing instrument and acknowledged the same.

My Commission Expires.....  
NOTARY PUBLIC

OWNER/SUBDIVIDER.....

Dustin Harpe  
8501-75th Street  
Kenosha, WI 53142

CERTIFIED SURVEY MAP

I, JEFFREY K. RAMPART, SURVEYOR, hereby certify that I have prepared this certified survey map as directed by the owner(s)/subdivider(s) as stated hereon:

*J.K.R. SURVEYING, INC.  
8121 22ND AVENUE KENOSHA, WI 53143*

That I have complied with the provisions of Chapter 236.34 of the State Statutes on certified surveys, the City of Kenosha Land Division and Platting Ordinance.

Dated this 16th day of November, 2015

SURVEYOR.....  
WISCONSIN REGISTERED LAND SURVEYOR  
JEFFREY K. RAMPART (S-2141)

This certified survey map has been submitted to and approved by the Common Council of the City of Kenosha on this ..... day of ....., 20\_\_.

APPROVED.....  
KEITH G. BOSMAN, Mayor      PRINT NAME HERE

Committee on this ..... day of .....20\_\_.

I hereby certify that the foregoing is a copy of resolution number \_\_\_\_\_ adopted by the Common Council of the City of Kenosha.

CITY CLERK/TREASURER.....  
DEB SALAS  
PRINT NAME HERE.....

OWNER/SUBDIVIDER  
.....  
Dustin Harpe  
8501-75th Street  
Kenosha, WI 53142



CITY PLAN COMMISSION  
Staff Report - Item 9

Thursday, December 10, 2015 at 5:00 pm  
Municipal Building  
625 52nd Street - Room 202 - Kenosha, WI 53140

Resolution by the Mayor - To Approve a Four-Lot Certified Survey Map for property at 12742 71st Street. (North Shore Bank/Springs at Kenosha) (District 16) PUBLIC HEARING

**NOTIFICATIONS AND APPROVAL REQUIREMENTS:**

Aldersperson Johnson, District 16, has been notified. This item will also be reviewed by the Public Works Committee before final approval by the Common Council.

**LOCATION AND ANALYSIS:**

**Site:** 71st Street, West of 125th Avenue

1. The Certified Survey Map would split the current parcel to create:
  - a. Two (2) lots - Phase One and the future Phase Two.
  - b. Two (2) outlots - stormwater basin and environmental areas
  - c. and dedicate public street rights-of-way.
2. The Certified Survey Map was sent to City Departments for their review. Their comments are included in the attached Resolution.
3. The Certified Survey Map generally complies with Chapter 17 of the Code of General Ordinances.

**RECOMMENDATION:**

A recommendation is made to approve the Certified Survey Map, subject to the attached Resolution.

Brian Wilke, Development Coordinator

Jeffrey B. Labahn, Director

RESOLUTION # \_\_\_\_ - 15

BY: THE MAYOR

**TO APPROVE A FOUR-LOT CERTIFIED SURVEY MAP**  
**Property at 12742 71ST STREET (North Shore Bank/Springs of Kenosha)**

**BE IT RESOLVED** by the Common Council of the City of Kenosha, Wisconsin, that a Certified Survey Map relating to one (1) parcel at 12742 71st Street is herein and hereby approved subject to the following conditions:

1. Compliance with all applicable State and City Codes and Ordinances.
2. Payment of all applicable fees, including recording fees, by the applicant.
3. Payment of all Storm Water Utility fees and delinquent taxes prior to recording.
4. A digital copy of the Certified Survey Map, in GIS Shape File format, shall be provided to the City prior to recording.
5. The Certified Survey Map shall be null and void if not recorded within six (6) months of approval by the Common Council.
6. The comments in the Public Works memo dated November 19, 2015.
7. The comments in the Kenosha Water Utility memo dated November 19, 2015.
8. Legal descriptions comments as follows:
  - a. **Sheet 5:** Legal description reads, in part, "...thence North 01°58'46" West along the East line of said Southwest 1/4 Section...", According to the CONTROL DATA USED BY THE CITY OF KENOSHA, and Certified Survey Map 2297 from which this land is being further subdivided, this line bears North 01°58'41" West. *Sheet 1 contains the same error.*
  - b. **Sheet 5:** Legal description reads, in part, "thence North 88°56'29" East along said North line...". According to the CONTROL DATA USED BY THE CITY OF KENOSHA, and Certified Survey Map 2297 from which this land is being further subdivided, this line bears North 88°57'13" East. *Sheet 1 contains the same error.*
  - c. **Sheet 5:** Legal description reads, in part, "...thence South 01°02'47" East along said West line 699.92 feet...". According to Certified Survey Map 2297, this line is 700.00 feet in length. *Sheet 1 contains the same error.*
  - d. **Sheet 5:** Legal description reads, in part, "Excepting therefrom a parcel...thence North 01°58'46" West along the East line of said Southwest 1/4 Section...". According to the CONTROL DATA USED BY THE CITY OF KENOSHA, and Certified Survey Map 2297 from which this land is being further subdivided, this line bears North 01°58'41" West. *Sheet 1 contains the same error.*
  - e. **Sheet 5:** Legal description reads, in part, "...10.08 feet to the point of beginning of said lands...". This point is approximately South 89°25'29" West 2.777 feet when platted against the exception area from Certified Survey Map 2297.

- f. **Sheet 1:** Detail "A" shows one line with what appears to be three different dimensions. There is a dimension of 572.10 feet, 2.83 feet and 574.93 feet. The overall drawing shows two dimensions to this same line of 574.93 feet and 577.76 feet. If one changes the 574.93 feet dimension in Detail "A" to 577.76 feet and the 572.10 feet dimension to 574.93 feet, the discrepancy in Item 5 above is eliminated.
- 9. The proposed cross access Easement, across Outlot 1, from 7125 Street to the South Property line shall be moved west to provide a minimum one hundred twenty-five (125') feet from the building.
- 10. Compliance with all the preceding conditions as a prerequisite for authorizing Mayor and City Clerk-Treasurer to sign the Certified Survey Map.

Adopted this \_\_\_\_ day of \_\_\_\_\_, 2015

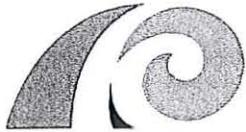
ATTEST:

\_\_\_\_\_  
Debra L. Salas, City Clerk-Treasurer

APPROVE:

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

Drafted by the Department of Community Development & Inspections  
/u2/acct/cp/ckays/1CPC/2015/DEC10/res-csm-Springs.doc



**THE CITY OF  
KENOSHA**  
PUBLIC WORKS  
ENGINEERING

**TO:** Brian Wilke, Development Coordinator

**FROM:** Shelly Billingsley, P.E.  
City Engineer

*Shelly Billingsley 11-19-15*

**DATE:** November 19, 2015

**SUBJECT:** REVIEW COMMENTS

**Project Description:** Springs at Kenosha Certified Survey Map Revised Dated Nov. 4, 2015

**Location:** 71<sup>st</sup> Street and 125<sup>th</sup> Avenue

Our staff has reviewed the plans for this project. The following comments are provided:

1. Written legal descriptions for all stormwater access and maintenance easements in recordable format.
2. Written legal descriptions for all temporary turn around easements in recordable format.
3. An interim Stormwater Utility bill will be required. If the interim Stormwater Utility bill is created in 2015 and the CSM is not recorded until 2016, an interim bill for 2016 may also be needed prior to recording.

**cc:** Cathy Austin; Greg Holverson; Kile Kuhlmeier; Gerard Koehler

**Engineering Services**

4401 Green Bay Road  
Kenosha WI 53144

Phone (262) 653-4315  
Fax (262) 653-4303



*"Providing and Protecting Kenosha's Greatest Natural Resource"*

MEMO

To: Brian Wilke, Development Coordinator

From: Ian C. Bagley, P.E., Water Engineer

Date: November 19, 2015

Subject: Springs at Kenosha Certified Survey Map Revised (Review #2)

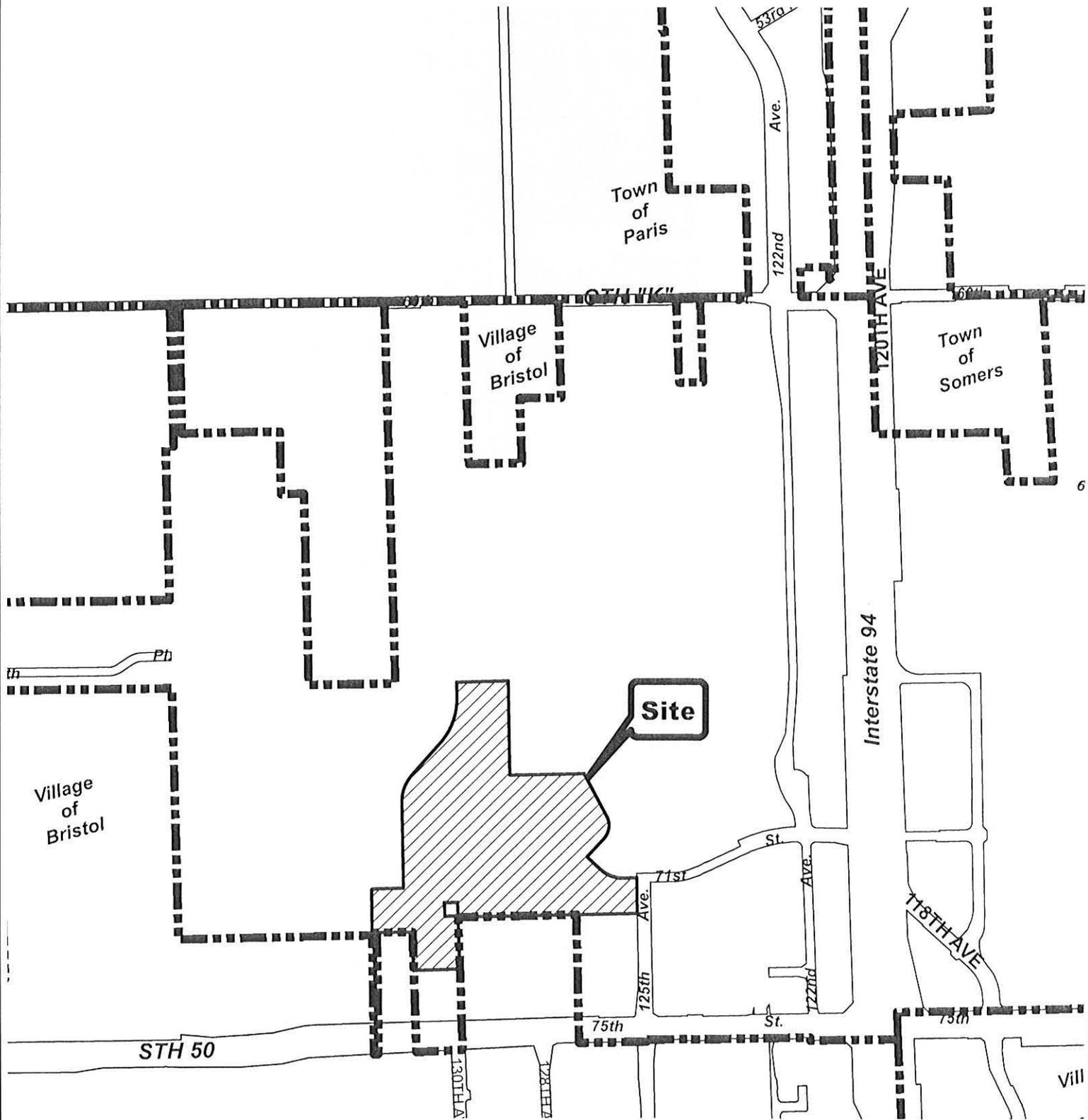
Location: 71<sup>st</sup> Street and 125<sup>th</sup> Avenue

The Kenosha Water Utility (KWU) has reviewed the submittal for the above referenced project. Further information from the Developer is required before the Utility can complete this review. Please withhold all permits until the following information is submitted.

1. The CSM calls for the release of two easements along the south line of Outlot 1. The easement recorded as Document Number 797979 can be released as this was a temporary access easement. However, the easement recorded as Document Number 797977 cannot be released as this is for electrical service from the pump house to the water tower.

CC: Mr. Robert Carlson, P.E., Director of Engineering Services

**City of Kenosha**  
**Vicinity Map**  
**Springs at Kenosha - Certified Survey Map**



----- Municipal Boundary



0 1,000 Feet

**Development Review Application  
City of Kenosha, Wisconsin**

**MAILING INFORMATION**

**NAME OF PROJECT:** SPRINGS AT KENOSHA

*Check one (1) of the following boxes to indicate the recipient of all correspondence:*

Name and Address of Applicant [Please print]:  
 CONTINENTAL 315 FUND LLC  
 C/O Continental Properties Company, Inc. ATTN: Erik Hahn  
 WI 134 N8675 Executive Parkway  
 Menomonee Falls, WI 53051  
 Phone: 262-502-5500  
 Fax: 262-502-5522  
 E-Mail: ehahn@cproperties.com

Name and Address of Architect/Engineer [Please print]:  
 \_\_\_\_\_  
 \_\_\_\_\_  
 \_\_\_\_\_  
 Phone: \_\_\_\_\_  
 Fax: \_\_\_\_\_  
 E-Mail: \_\_\_\_\_

Name and Address of Property Owner (if other than applicant)[Please print]:  
 \_\_\_\_\_  
 \_\_\_\_\_  
 \_\_\_\_\_  
 Phone: \_\_\_\_\_  
 Fax: \_\_\_\_\_  
 E-Mail: \_\_\_\_\_

**PROJECT LOCATION**

Location of Development (street address and / or parcel number): Lot 2 of CSM No. 2297. Tax Key No.: 03-121-01-420-212

**TYPE OF LAND DEVELOPMENT**

**Check all that apply. Note: Additional information may be required within individual Sections.**

<input checked="" type="checkbox"/>	Certified Survey Map	Section 1	Page 3
<input type="checkbox"/>	Concept Review ( <i>Land Division</i> )	Section 2	Page 4
<input type="checkbox"/>	Concept Review (Multi-Family Residential or Non-Residential)	Section 3	Page 5
<input checked="" type="checkbox"/>	Conditional Use Permit	Section 4	Pages 6 & 7
<input checked="" type="checkbox"/>	Developer's Agreement	Section 5	Page 8
<input type="checkbox"/>	Final Plat	Section 6	Pages 9 & 10
<input type="checkbox"/>	Lot Line Adjustment Survey	Section 7	Page 11
<input type="checkbox"/>	Preliminary Plat	Section 8	Pages 12 & 13
<input type="checkbox"/>	Rezoning	Section 9	Pages 14 & 15
<input type="checkbox"/>	Site Plan Review	Section 10	Pages 16 & 17

**PRIOR TO SUBMITTING THIS APPLICATION TO THE DEPARTMENT OF CITY DEVELOPMENT,  
PLEASE REVIEW THE APPROPRIATE SECTION(S) FOR FEES, REQUIREMENTS AND APPROPRIATE APPENDICES.**

**Submit this cover page, completed application, applicable section(s) and appendices  
along with ALL required plans, information and fees to:**

Department of Community Development & Inspections  
 Planning Division  
 625 52nd Street, Room 308  
 Kenosha, WI 53140

Phone: 262.653.4030  
 Fax: 262.653.4045

Office Hours:  
 M - F 8:00 am - 4:30 pm

**SECTION 1  
CERTIFIED SURVEY MAP**

<b>Additional Information Required:</b>	Number of Lots: <u>FOUR (4)</u> Zoning District: <u>TRD-2</u> Proposed Zoning Change, if any: <u>N/A</u>
<b>Submittal Requirements:</b>	<ul style="list-style-type: none"> <li>➤ Ten (10) copies of Certified Survey Map (Applicant to keep original)</li> <li>➤ Four (4) copies of Drainage Plan (when required)</li> <li>➤ Signed Checklist below</li> </ul>
<b>Fees:</b>	<ul style="list-style-type: none"> <li>➤ 2-Lot Certified Survey Map = \$750</li> <li>➤ 3-Lot Certified Survey Map = \$800</li> <li>➤ 4-Lot Certified Survey Map = \$850</li> <li>➤ With a Developer's Agreement = \$1,500</li> <li>➤ Re-submittals = \$400</li> </ul> <p>Miscellaneous fees</p> <ul style="list-style-type: none"> <li>➤ All special assessments and taxes shall be paid prior to recording. The Department of Community Development and Inspections will record the map with the Kenosha County Register of Deeds and recording fees shall be paid at that time by the applicant.</li> </ul>
<b>Park Fees:</b>	<ul style="list-style-type: none"> <li>➤ Five percent (5%) of the value of the property, but not less than \$1,415 per lot. Note that park fees are only collected for residentially-zoned property and are due at the time of acquiring building permits. The City may require dedication of the land in lieu of fee.</li> </ul>
<b>Appendices to Review:</b>	<ul style="list-style-type: none"> <li>➤ D, E, F and G</li> </ul>
<b>Approximate Review Time:</b>	<ul style="list-style-type: none"> <li>➤ 45 - 60 days (Reviewed by City Plan Commission, Public Works Committee and Common Council)</li> </ul>

The land division will be reviewed for compliance with Chapters 17 and 35 of the City Code of General Ordinances, City Zoning Ordinance, any neighborhood or master land use plans for the area, and Chapter 236 of the Wisconsin State Statutes.

The applicant shall be responsible for the costs of project engineering, design, construction, and inspection as follows (when applicable):

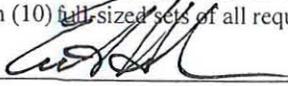
1. The applicant is responsible for installing all improvements and infrastructure, including but not limited to, utilities (water, sanitary and storm sewer), oversized of utilities, sidewalks, streets, street lights and signs, retention/detention basins, street trees, etc.
2. The applicant is responsible for any off-site improvements for the development, including but not limited to, traffic signals and signs, median openings, and street improvements/widening.
3. Payment of inspection and engineering services performed by the City and Kenosha Water Utility for the project.
4. Applicant responsible for posting of all required assurance to cover required improvements.

- Checklist to be completed and signed:**
- Scale and north arrow
  - Scale of plans less than or equal to 1" = 100'
  - Date of original and revisions noted
  - Certification from surveyor that Plat complies with Chapter 17
  - Reproducible paper less than 36" in width
  - Location of all existing structures and first floor elevations
  - Location of utility and drainage easements
  - Exact length and bearing of the centerline of all streets
  - Exact street width along the line of any obliquely intersecting street
  - Railway rights-of-way within and abutting the plat
  - Location and size of all lands to be dedicated for public use (when required)
  - Comprehensive drainage plan
  - Special restrictions relating to access control, planting strips, restrictive yard requirements, etc. (when required)
  - Major street setback or WisDOT setbacks (if applicable)
  - Map shows entirety of all parcels in proposed certified survey map

- Checklist to be completed and signed:**
- Floodplain limits of the 100 year recurrence interval flood
  - Location of any wetlands, shoreland, or other environmental areas (if applicable)
- ON PLANS**

- Plans to be submitted (when applicable)**
- Street plans and profiles
  - Sanitary sewer plans and profiles
  - Storm sewer plans
  - Grading/drainage plans
  - Water main plans and profiles
  - Erosion control plans
  - Landscape plans

I hereby certify that I have reviewed the City ordinances and provided ten (10) full-sized sets of all required information.

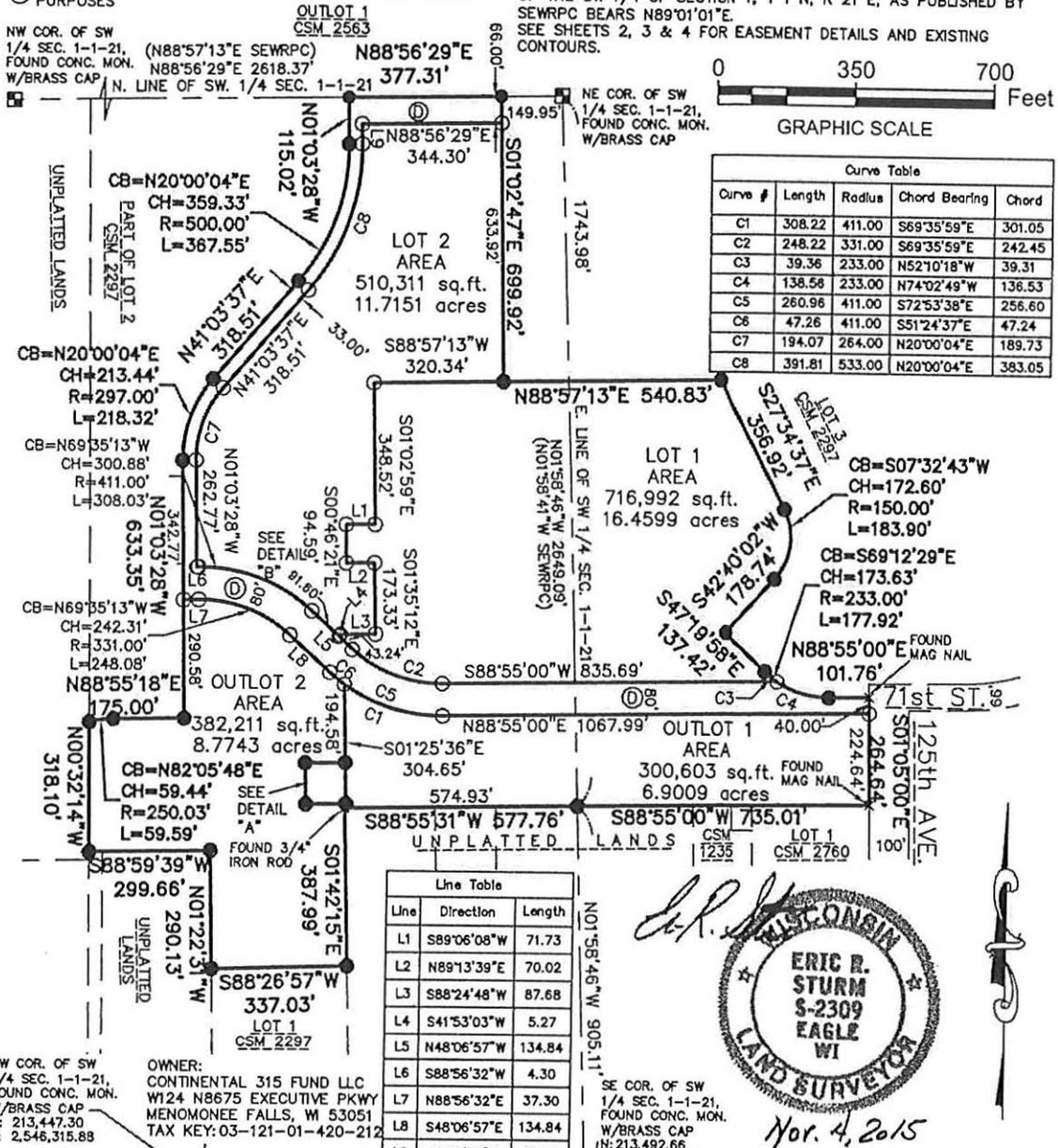
  
 \_\_\_\_\_  
 Applicant's Signature

# CERTIFIED SURVEY MAP NO. \_\_\_\_\_

A division of part of Lot 2 of Certified Survey No. 2297 and lands, being a part of the Northeast 1/4 and Southeast 1/4 of the Southwest 1/4, and the Northwest 1/4 and Southwest 1/4 of the Southeast 1/4 of Section 1, Township 1 North, Range 21 East, in the City of Kenosha, Kenosha County, Wisconsin.

- INDICATES 1" IRON PIPE (FOUND), UNLESS NOTED
- INDICATES SET 1.315" O.D. IRON PIPE AT LEAST 18" IN LENGTH, 1.68 LBS. PER LINEAL FOOT
- Ⓧ INDICATES LAND DEDICATED TO THE PUBLIC FOR STREET PURPOSES

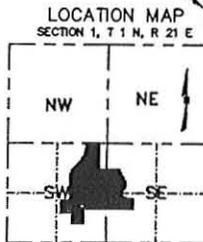
ALL DIMENSIONS SHOWN ARE MEASURED TO THE NEAREST HUNDREDTH OF A FOOT.  
ALL BEARINGS ARE REFERENCED TO WISCONSIN STATE PLANE COORDINATE SYSTEM GRID, SOUTH ZONE (NAD-27). THE SOUTH LINE OF THE SW 1/4 OF SECTION 1, T 1 N, R 21 E, AS PUBLISHED BY SEWRPC BEARS N89°01'01"E.  
SEE SHEETS 2, 3 & 4 FOR EASEMENT DETAILS AND EXISTING CONTOURS.



SW COR. OF SW 1/4 SEC. 1-1-21, FOUND CONC. MON. W/BRASS CAP N: 213,447.30 E: 2,546,315.88

OWNER: CONTINENTAL 315 FUND LLC  
W124 N8675 EXECUTIVE PKWY  
MENOMONEE FALLS, WI 53051  
TAX KEY: 03-121-01-420-212

SE COR. OF SW 1/4 SEC. 1-1-21, FOUND CONC. MON. W/BRASS CAP N: 213,492.66 E: 2,548,959.09



R.A. Smith National, Inc.

Beyond Surveying and Engineering

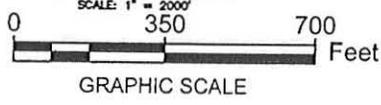
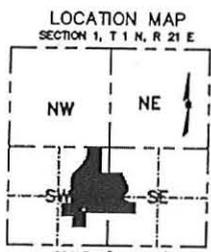
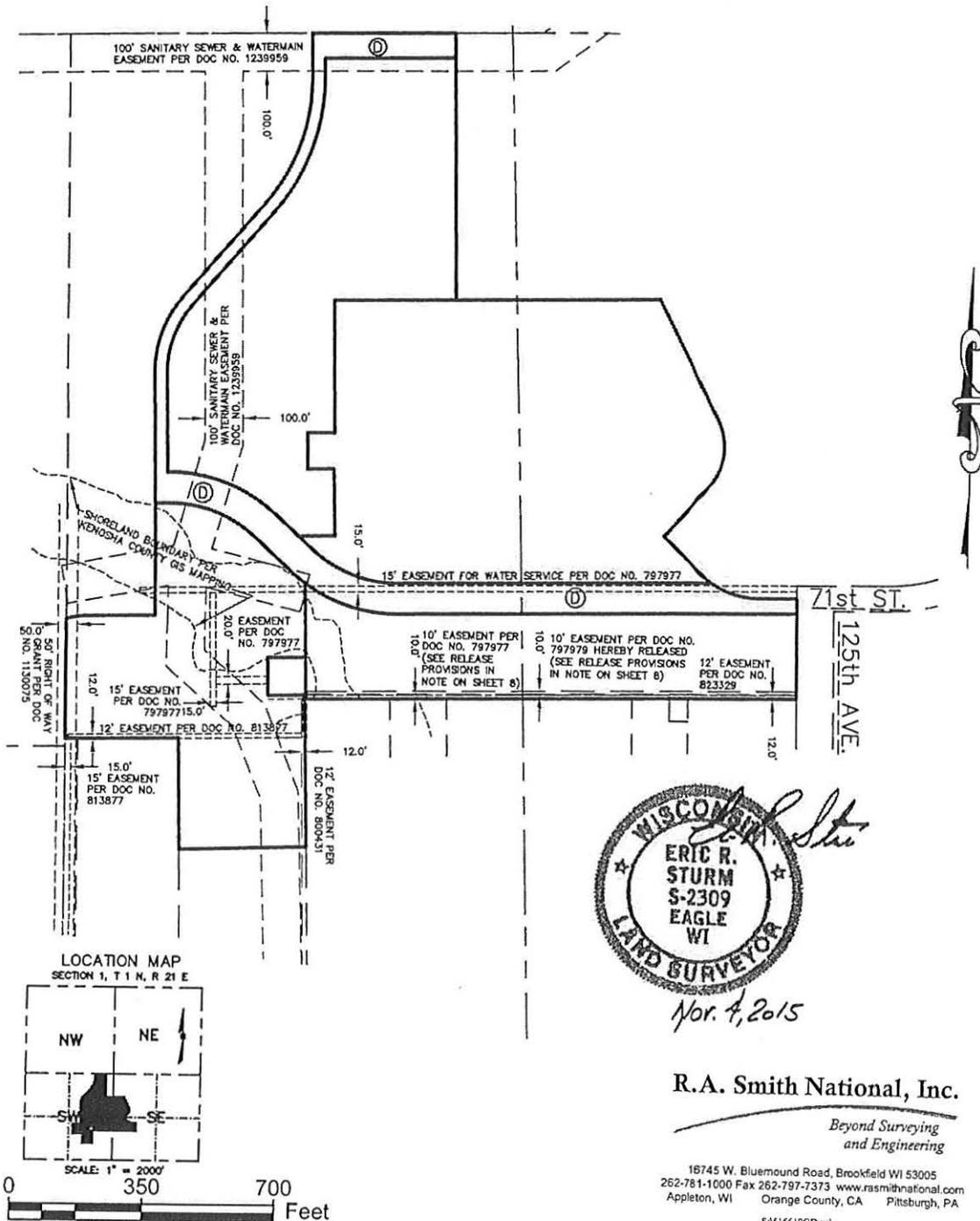
16745 W. Bluemound Road, Brookfield WI 53005  
262-781-1000 Fax 262-797-7373 www.rasmithnational.com  
Appleton, WI Orange County, CA Pittsburgh, PA

S:\166196\DWG\C5500135.dwg\1 SHEET 1

CERTIFIED SURVEY MAP NO. \_\_\_\_\_

A division of part of Lot 2 of Certified Survey No. 2297 and lands, being a part of the Northeast 1/4 and Southeast 1/4 of the Southwest 1/4, and the Northwest 1/4 and Southwest 1/4 of the Southeast 1/4 of Section 1, Township 1 North, Range 21 East, in the City of Kenosha, Kenosha County, Wisconsin.

Ⓧ INDICATES LAND DEDICATED TO THE PUBLIC FOR STREET PURPOSES



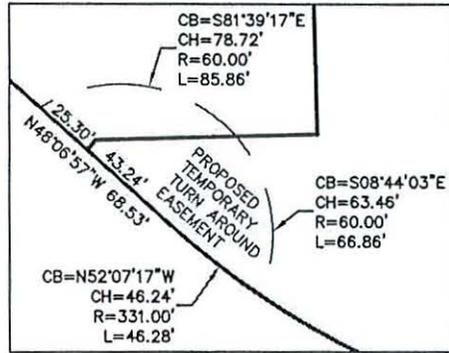
ERIC R. STURM  
 S-2309  
 EAGLE  
 WI  
 LAND SURVEYOR  
 Nov. 4, 2015

**R.A. Smith National, Inc.**  
*Beyond Surveying and Engineering*  
 16745 W. Bluemound Road, Brookfield WI 53005  
 262-781-1000 Fax 262-797-7373 www.rasmithnational.com  
 Appleton, WI Orange County, CA Pittsburgh, PA  
 SAS166196Dwg  
 CS100L35.dwg/SHEET 2  
**SHEET 2 OF 9 SHEETS**

CERTIFIED SURVEY MAP NO. \_\_\_\_\_

A division of part of Lot 2 of Certified Survey No. 2297 and lands, being a part of the Northeast 1/4 and Southeast 1/4 of the Southwest 1/4, and the Northwest 1/4 and Southwest 1/4 of the Southeast 1/4 of Section 1, Township 1 North, Range 21 East, in the City of Kenosha, Kenosha County, Wisconsin.

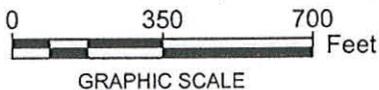
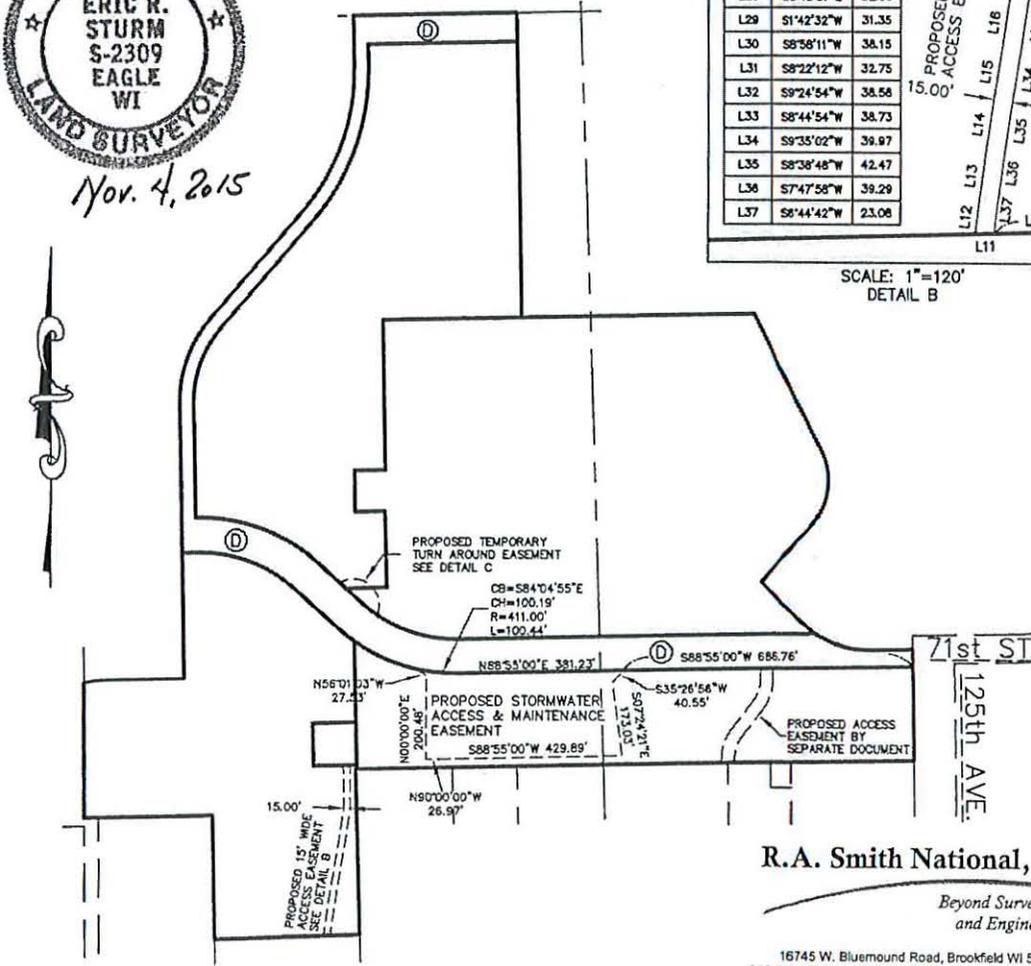
Ⓧ INDICATES LAND DEDICATED TO THE PUBLIC FOR STREET PURPOSES



SCALE: 1"=60'  
DETAIL C

Line #	Direction	Length
L10	S88°26'57"W	88.41
L11	S88°26'57"W	15.16
L12	N6°44'42"E	25.40
L13	N7°47'58"E	39.53
L14	N6°38'48"E	42.70
L15	N9°35'02"E	39.98
L16	N8°44'54"E	38.71
L17	N9°24'54"E	38.53
L18	N8°22'12"E	32.69
L19	N8°58'11"E	37.28
L20	N1°42'32"E	30.08
L21	N0°40'57"W	31.74
L22	N0°46'34"W	33.30
L23	N13°39'02"W	13.40
L24	N88°55'59"E	15.37
L25	N88°55'59"E	18.13
L26	S13°39'02"E	11.75
L27	S0°46'34"E	35.00
L28	S0°40'57"E	32.06
L29	S1°42'32"W	31.35
L30	S8°58'11"W	38.15
L31	S8°22'12"W	32.75
L32	S9°24'54"W	38.56
L33	S8°44'54"W	38.73
L34	S9°35'02"W	39.97
L35	S8°38'48"W	42.47
L36	S7°47'58"W	39.29
L37	S8°44'42"W	23.06

SCALE: 1"=120'  
DETAIL B



R.A. Smith National, Inc.

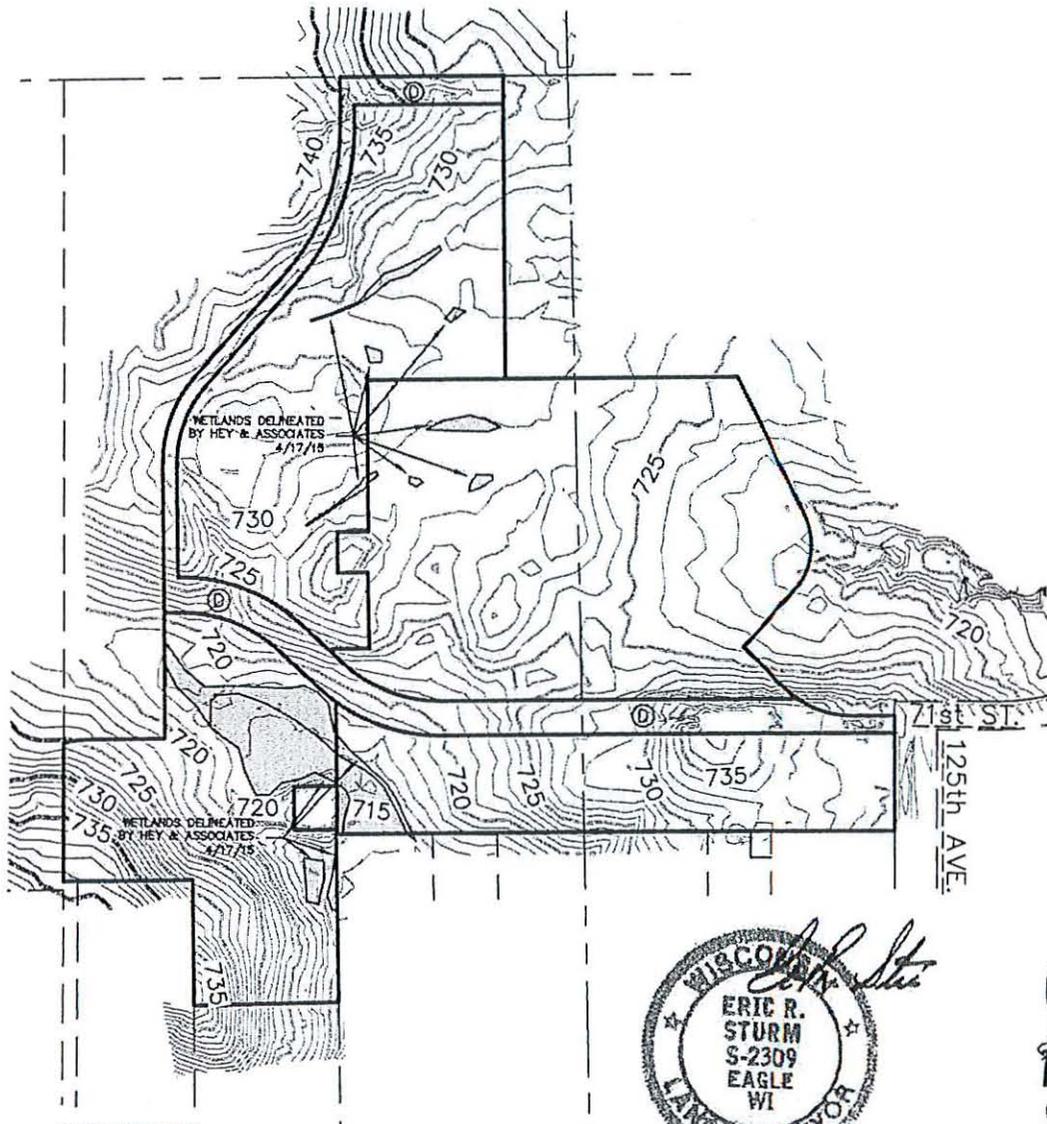
Beyond Surveying  
and Engineering

16745 W. Bluemound Road, Brookfield WI 53005  
262-781-1000 Fax 262-797-7373 www.rasmithnational.com  
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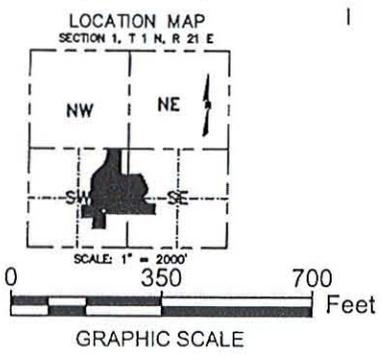
S:\166196\DWG  
CS300L35.dwg SHEET 3

CERTIFIED SURVEY MAP NO. \_\_\_\_\_

A division of part of Lot 2 of Certified Survey No. 2297 and lands, being a part of the Northeast 1/4 and Southeast 1/4 of the Southwest 1/4, and the Northwest 1/4 and Southwest 1/4 of the Southeast 1/4 of Section 1, Township 1 North, Range 21 East, in the City of Kenosha, Kenosha County, Wisconsin.



*Eric R. Sturm*  
WISCONSIN  
ERIC R. STURM  
S-2309  
EAGLE  
WI  
LAND SURVEYOR  
Nov. 4, 2015



R.A. Smith National, Inc.

*Beyond Surveying  
and Engineering*

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262-781-1000 Fax 262-797-7373 www.rasmithnational.com  
Appleton, WI Orange County, CA Pittsburgh, PA

S:\S166196\DWG1  
CS500L35.dwg\SHEET 4

CERTIFIED SURVEY MAP NO. \_\_\_\_\_

A division of part of Lot 2 of Certified Survey No. 2297 and lands, being a part of the Northeast 1/4 and Southeast 1/4 of the Southwest 1/4, and the Northwest 1/4 and Southwest 1/4 of the Southeast 1/4 of Section 1, Township 1 North, Range 21 East, in the City of Kenosha, Kenosha County, Wisconsin.

SURVEYOR'S CERTIFICATE

STATE OF WISCONSIN }  
                                          :SS  
WAUKESHA COUNTY }

I, ERIC R. STURM, Professional Land Surveyor, do hereby certify:

THAT I have surveyed, divided and mapped a division of part of Lot 2 of Certified Survey No. 2297 and lands, being a part of the Northeast 1/4 and Southeast 1/4 of the Southwest 1/4, and the Northwest 1/4 and Southwest 1/4 of the Southeast 1/4 of Section 1, Township 1 North, Range 21 East, in the City of Kenosha, Kenosha County, Wisconsin, which is bounded and described as follows:

COMMENCING at the Southeast corner of said Southwest 1/4 Section; thence North 01°58'46" West along the East line of said Southwest 1/4 Section 905.11 feet to the point of beginning of lands to be described; thence South 88°55'31" West 577.76 feet to a point; thence South 01°42'15" East 387.99 feet to a point on the North line of Lot 1 of Certified Survey Map No. 2297; thence South 88°26'57" West along said North line 337.03 feet to a point; thence North 01°22'31" West 290.13 feet to a point; thence South 88°59'39" West 299.66 feet to a point; thence North 00°32'14" West 318.10 feet to a point; thence Northeasterly 59.59 feet along the arc of a curve whose center lies to the Southeast, whose radius is 250.03 feet and whose chord bears North 82°05'48" East 59.44 feet to a point; thence North 88°55'18" East 175.00 feet to a point; thence North 01°03'28" West 633.35 feet to a point; thence Northeasterly 218.32 feet along the arc of a curve whose center lies to the Southeast, whose radius is 297.00 feet and whose chord bears North 20°00'04" East 213.44 feet to a point; thence North 41°03'37" East 318.51 feet to a point; thence Northeasterly 367.55 feet along the arc of a curve whose center lies to the Northwest, whose radius is 500.00 feet and whose chord bears North 20°00'04" East 359.33 feet to a point; thence North 01°03'28" West 115.02 feet to a point on the North line of said Southwest 1/4 Section; thence North 88°56'29" East along said North line 377.31 feet to a point on the West line of Lot 3 of Certified Survey Map No. 2297; thence South 01°02'47" East along said West line 699.92 feet to a point; thence North 88°57'13" East along said West line 540.83 feet to a point; thence South 27°34'37" East along said West line 356.92 feet to a point; thence Southwesterly 183.90 feet along said West line and the arc of a curve whose center lies to the Northwest, whose radius is 150.00 feet and whose chord bears South 07°32'43" West 172.60 feet to a point; thence South 42°40'02" West along said West line 178.74 feet to a point; thence South 47°19'58" East along said West line 137.42 feet to a point; thence Southeasterly 177.92 feet along said West line and the arc of a curve whose center lies to the Northeast, whose radius is 233.00 feet and whose chord bears South 69°12'29" East 173.63 feet to a point; thence North 88°55'00" East along said West line 101.76 feet to a point on the West line of 125th Avenue; thence South 01°05'00" East along said West line 264.64 feet to a point on the North line of Lot 1 of Certified Survey Map No. 2760; thence South 88°55'00" West along said North line 735.01 feet to the point of beginning. Excepting therefrom a parcel of land described as follows: Commencing at the Southeast corner of the Southwest 1/4 of said Section 1; thence North 01°58'46" West along the East line of said 1/4 Section 905.11 feet to a point; thence South 88°55'31" West 572.10 feet to a point; thence North 01°25'36" West 10.08 feet to the point of beginning of said lands to be described; thence South 88°55'59" West 100.00 feet to a point; thence North 01°25'36" West 100.00 feet to a point; thence North 88°55'59" East 100.00 feet to a point; thence South 01°25'36" East 100.00 feet to the point of beginning. Said lands within this CSM contain 2,111,249 square feet or 48.4676 acres.

THAT I have made the survey, land division and map by the direction of CONTINENTAL 315 FUND LLC, owners.

THAT the map is a correct representation of all the exterior boundaries of the land surveyed and the land division thereof made.

THAT I have fully complied with Chapter 236 of the Wisconsin Statutes and Chapter 17 in Ordinances of the City of Kenosha in surveying, dividing, dedicating and mapping the same.

NOVEMBER 4, 2015  
DATE

ERIC R. STURM  
S-2309  
EAGLE  
WI

ERIC R. STURM  
PROFESSIONAL LAND SURVEYOR S-2309  
Sheet 5 of 9 Sheets

(SEAL)

CERTIFIED SURVEY MAP NO. \_\_\_\_\_

A division of part of Lot 2 of Certified Survey No. 2297 and lands, being a part of the Northeast 1/4 and Southeast 1/4 of the Southwest 1/4, and the Northwest 1/4 and Southwest 1/4 of the Southeast 1/4 of Section 1, Township 1 North, Range 21 East, in the City of Kenosha, Kenosha County, Wisconsin.

OWNER'S CERTIFICATE

CONTINENTAL 315 FUND LLC, a corporation duly organized and existing under and by virtue of the laws of the State of Wisconsin, as owner, certifies that said corporation has caused the land described on this map to be surveyed, divided, dedicated and mapped as represented on this Certified Survey Map in accordance with the requirements of Chapter 236 of the Wisconsin Statutes and the Chapter 17 in Ordinances of the City of Kenosha.

CONTINENTAL 315 FUND LLC, does further certify that this map is required by S.236.10 or 236.12 to be submitted to the following for approval or objection: City of Kenosha

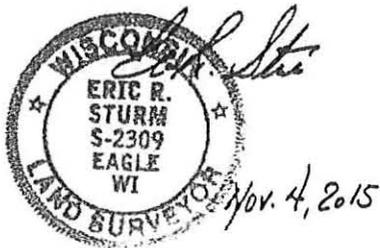
WITNESS the hand and seal of CONTINENTAL 315 FUND LLC, has caused these presents to be signed by \_\_\_\_\_, its \_\_\_\_\_, this \_\_\_\_\_ day of \_\_\_\_\_, 2015.

CONTINENTAL 315 FUND LLC  
\_\_\_\_\_

STATE OF WISCONSIN }  
                                  } :SS  
\_\_\_\_\_ COUNTY }

PERSONALLY came before me this \_\_\_\_\_ day of \_\_\_\_\_, 2015, the above named \_\_\_\_\_, to me known to be the person who executed the foregoing instrument, and to me known to be such \_\_\_\_\_ of said corporation and acknowledged that he executed the foregoing instrument as such officer, by its authority.

\_\_\_\_\_(SEAL)  
Notary Public, State of Wisconsin  
My commission expires \_\_\_\_\_



## CERTIFIED SURVEY MAP NO. \_\_\_\_\_

A division of part of Lot 2 of Certified Survey No. 2297 and lands, being a part of the Northeast 1/4 and Southeast 1/4 of the Southwest 1/4, and the Northwest 1/4 and Southwest 1/4 of the Southeast 1/4 of Section 1, Township 1 North, Range 21 East, in the City of Kenosha, Kenosha County, Wisconsin.

### EASEMENT CERTIFICATE

1. STORM WATER MANAGEMENT. The undersigned owner, and its successors and assigns ("Developer"), shall be responsible for the routine and extraordinary maintenance of all of the storm water management facilities located on Outlot 1.

- a. The City of Kenosha (the "City"), or its designee, is authorized to access Outlot 1 as may be reasonably necessary, upon 24-hours prior written notice (except in the case of an emergency) to conduct inspections of the storm water management facilities and drainage easements to ascertain compliance with the minimum storm water management practice maintenance requirements.
- b. Upon notification to Developer by the City of maintenance deficiencies which require correction, the specified corrective actions shall be performed by Developer within a reasonable period of time, as shall be prescribed by the City Engineer, in his/her reasonable discretion, which period of time shall be no less than thirty (30) calendar days.
- c. The City is authorized to perform the corrective actions identified in its inspection report or its notice if Developer does not make the required corrections within the time period prescribed by the City Engineer for corrective action. The costs and expenses of such corrective actions shall, in accordance with Section 66.0627 of the Wisconsin Statutes, shall be invoiced to Developer and if not paid within the time determined by the City Board, shall be entered on the tax roll as a special charge against Outlot 1, and collected with any other taxes levied thereon for the year in which the work is completed.



2. GRANT OF TEMPORARY ACCESS EASEMENT. Developer does hereby grant to the City a non-exclusive, temporary right and easement upon, over, through, across and along the easement area identified in Detail "C" hereon (the "71<sup>st</sup> Street Easement Area") for the purposes of pedestrian and vehicular access, ingress and egress at any and all times to, from and between the 71<sup>st</sup> Street Easement Area and to and from any and all streets, roadways, paths, driveways and highways located at any time adjacent to the 71<sup>st</sup> Street Easement Area. Neither Developer nor any of Developer's agents, contractors, employees, representatives, successors (including, without limitation, any and all successors to Developer in title to Lot 1 and Lot 2) and assigns shall obstruct or unreasonably interfere with City's use of the 71<sup>st</sup> Street Easement Area for the purposes specified in this easement. This easement shall automatically expire, without further action being required by the Developer or the City, on the date upon which the extension of 71<sup>st</sup> Street shown hereon and located immediately west of the 71<sup>st</sup> Street Easement Area, is constructed. Notwithstanding the temporary grant of use of the 71<sup>st</sup> Street Easement Area to City for road purposes, nothing contained in this easement shall or shall be deemed to constitute a gift or dedication of any portion of the 71<sup>st</sup> Street Easement Area to the general public, it being the intention of Developer and City that the easement shall be strictly limited to and for the temporary purposes expressed herein.

3. GRANT OF ACCESS EASEMENT IN FAVOR OF KENOSHA WATER UTILITY. Developer does hereby grant to Kenosha Water Utility (the "Utility") a non-exclusive, perpetual right and easement (which easement shall be appurtenant to the parcel described on Detail "A" hereof (the "Utility's Parcel") upon, over and across the easement area described in Detail "B" hereon (the "KWU Easement Area") for the purposes of pedestrian and vehicular access, ingress and egress at any and all times to, from and between the Utility's Parcel and Highway 50.

CERTIFIED SURVEY MAP NO. \_\_\_\_\_

A division of part of Lot 2 of Certified Survey No. 2297 and lands, being a part of the Northeast 1/4 and Southeast 1/4 of the Southwest 1/4, and the Northwest 1/4 and Southwest 1/4 of the Southeast 1/4 of Section 1, Township 1 North, Range 21 East, in the City of Kenosha, Kenosha County, Wisconsin.

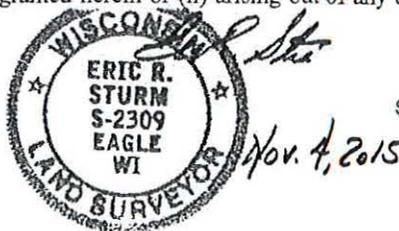
EASEMENT CERTIFICATE (continued)

Developer shall not be responsible for improving, paving, maintaining or repairing any portion of the KWU Easement Area or any of the costs or expenses thereof. The Utility shall at all times, at Utility's sole cost and expense, keep and maintain the KWU Easement Area in good condition and repair (including without limitation keeping the same free from refuse, ice and snow) and in compliance with all applicable laws, rules, regulations and ordinances, and otherwise in a manner consistent with the use and occupancy thereof by the Utility for the purposes specified in this easement. In the event that (a) Utility fails to maintain the KWU Easement Area in the condition required hereby, (b) Developer provides notice of such failure to Utility and (c) Utility fails to maintain and repair the KWU Easement Area within twenty (20) days after the date of receipt of such notice from Developer, then Developer shall have the right (but not the obligation) to perform such maintenance and to charge City for all costs and expenses thereof (provided that no notice or cure period shall be required with respect to emergency maintenance matters or with respect to snow or ice accumulation which is not promptly removed), and (i) any such costs and expenses so paid by Developer shall bear and accrue interest from and after the date of Developer's demand therefor at the rate of the lesser of twelve percent (12%) per annum or the highest rate permitted by law and (ii) Utility shall reimburse Developer within thirty (30) days after receiving invoices for any such costs and expenses borne by Developer (plus interest, as described in clause (i) above). In the event Utility fails to reimburse Developer as herein provided, such costs and expenses shall constitute a lien against the Utility's Parcel until paid, and Utility authorizes Developer to record such lien against the Utility's Parcel.

4. PARTIAL RELEASE OF UTILITY'S EASEMENTS. Utility's predecessor-in-interest obtained (i) certain easements for Water Service dated March 28, 1988 and recorded with the Office of the Register of Deeds for Kenosha County, Wisconsin (the "Register of Deeds") on March 29, 1988 in Volume 106, Pages 6 through 9, inclusive, as Document No. 797977, as assigned to Utility by that certain Assignment of Easements dated March 31, 2005, and recorded with the Register of Deeds on May 3, 2005 as Document No. 1431476 (the "Assignment") (collectively, the "Easements for Water Service"); and (ii) that certain Temporary Construction and Installation Easement dated March 28, 1988 and recorded with the Register of Deeds on March 29, 1988 in Volume 106, Pages 13 through 15, inclusive, as Document No. 797979 as assigned to Utility by the Assignment (collectively, the "Temporary Construction Easement" and, together with the Easements for Water Service the "Easements"), encumbering Outlot 1 and Outlot 2 hereon. Utility desires to release that portion of (i) the access road easements contained in the Easements for Water Service and (ii) the Temporary Construction Easement described on sheet 2 of 9 hereon. Except to the extent released herein, the Easements shall remain in full force and effect.

5. GENERALLY APPLICABLE TO ALL EASEMENTS GRANTED HEREON.

The grantee and its successors and assigns under each easement hereon shall defend indemnify and save Developer, its respective officers, agents, members, managers and employees, and any mortgagee of Developer's property from and against liabilities or claims, losses, costs and expenses for injury to persons, including death, or damage to property (i) arising out of any negligence or intentional misconduct of grantee or any of the grantee's use of the easements granted herein or (ii) arising out of any defaults by grantee hereunder



CERTIFIED SURVEY MAP NO. \_\_\_\_\_

A division of part of Lot 2 of Certified Survey No. 2297 and lands, being a part of the Northeast 1/4 and Southeast 1/4 of the Southwest 1/4, and the Northwest 1/4 and Southwest 1/4 of the Southeast 1/4 of Section 1, Township 1 North, Range 21 East, in the City of Kenosha, Kenosha County, Wisconsin.

CONSENT OF CORPORATE MORTGAGEE

\_\_\_\_\_, a national banking association, mortgagee of that portion of the above-described land identified in this Certified Survey Map, does hereby consent to the surveying, dividing dedicating and mapping of the land described in the foregoing affidavit of Eric R. Sturm, Surveyor, and does hereby consent to the certificate of said owner.

In witness whereof, the said \_\_\_\_\_, has caused these presents to be signed by \_\_\_\_\_, its \_\_\_\_\_, and by \_\_\_\_\_, its \_\_\_\_\_, at \_\_\_\_\_, and its corporate seal to be hereunto affixed.

this \_\_\_ day of \_\_\_\_\_, 2015.

STATE OF \_\_\_\_\_ }  
;SS  
COUNTY OF \_\_\_\_\_ }

PERSONALLY came before me this \_\_\_\_\_ day of \_\_\_\_\_, 2015, \_\_\_\_\_, \_\_\_\_\_ and \_\_\_\_\_ of the \_\_\_\_\_ (name) (title) (name) (title)

above named organization, to me known as the person(s) who executed the foregoing instrument, and to me known to be the \_\_\_\_\_ and the \_\_\_\_\_ of the organization, and acknowledged that they executed the foregoing instrument as such officer(s) as the deed of the organization, by its authority.

\_\_\_\_\_(SEAL)  
Notary Public, State of \_\_\_\_\_  
My commission expires \_\_\_\_\_

COMMON COUNCIL APPROVAL

Certified Survey Map approved by the Common Council of the City of Kenosha on this \_\_\_\_\_ day of \_\_\_\_\_, 2015, by Resolution No. \_\_\_\_\_.



\_\_\_\_\_  
KEITH G. BOSMAN, MAYOR  
\_\_\_\_\_  
DEB SALAS, CITY CLERK

THIS INSTRUMENT WAS DRAFTED BY ERIC R. STURM,  
PROFESSIONAL LAND SURVEYOR S-2309



Thursday, December 10, 2015 at 5:00 pm  
Municipal Building  
625 52nd Street - Room 202 - Kenosha, WI 53140

Development Agreement between the City of Kenosha and the Kenosha Water Utility and Continental 315 Fund LLC. (Springs at Kenosha) (District 16) PUBLIC HEARING

**NOTIFICATIONS AND APPROVAL REQUIREMENTS:**

Aldersperson Johnson, District 16, has been notified. The Agreement will be reviewed by the Public Works Committee and Board of Water before final approval by the Common Council.

**LOCATION AND ANALYSIS:**

**Site:** West of 125th Avenue at 71st Street

1. The Developer is proposing to construct a multi-family development on the site which requires a Conditional Use Permit and a Certified Survey Map. Public improvements are required as a condition of the development.
2. The attached Agreement denotes each of the Developers responsibilities in constructing the improvements, including 71st Street.
3. An additional Agreement will be required for future development of the other lots.

**RECOMMENDATION:**

A recommendation is made to approve the Development Agreement.

Rich Schroeder, Deputy Director

Jeffrey B. Labahn, Director

/u2/acct/cp/ckays/1CPC/2015/DEC10/10Staff-devagree-Springs.doc

DEVELOPMENT AGREEMENT BETWEEN  
THE CITY OF KENOSHA AND THE  
KENOSHA WATER UTILITY AND  
CONTINENTAL 315 FUND LLC

Document Number

Document Title

This space is reserved for recording data

Return to:

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

03-121-01-420-212

Parcel Identification Number

**DEVELOPMENT AGREEMENT**

**Between**

**THE CITY OF KENOSHA, WISCONSIN  
A Municipal Corporation**

**And**

**THE KENOSHA WATER UTILITY  
A Municipal Water Utility**

**And**

**CONTINENTAL 315 FUND LLC  
A Wisconsin Limited Liability Company**

This Development Agreement, ("Agreement") effective as of the last date of execution is entered into between the City of Kenosha, Wisconsin, a municipal corporation duly organized and existing under the laws of the State of Wisconsin ("City"), the Kenosha Water Utility, a municipally owned public water utility duly organized and existing under the Code of General Ordinances for the City of Kenosha and Section 66.0805 of the Wisconsin Statutes ("Utility"), and Continental 315 Fund LLC, a Wisconsin limited liability company with principal offices located at W134 N8675 Executive Parkway, Menomonee Falls, Wisconsin 53051 ("Developer"), collectively referred to as the Parties.

**WITNESSETH:**

Whereas, Developer is the owner of approximately 48.46 acres of real estate in the City of Kenosha which is legally described on attached Exhibit A and shown on the certified survey map attached as Exhibit B, together with the land comprising portions of 71<sup>st</sup> Street, 130<sup>th</sup> Avenue and 67<sup>th</sup> Street to be dedicated to the public for street purposes, all of which is hereinafter referred to as the "Real Estate"; and,

Whereas, Developer desires to develop a portion of the Real Estate for commercial purposes as fourteen, twenty unit apartment buildings and a clubhouse on Lot 1 shown on the certified survey map attached as Exhibit B (the "Phase I Development"); and

Whereas, the Phase I Development of the Real Estate by Developer requires the design, construction and installation by Developer of certain utility improvements, street improvements, stormwater drainage facilities, and other improvements, all of which are more fully described in this Agreement; and,

Whereas, the Parties acknowledge and agree that the improvements to be made by Developer pursuant to this Agreement are to be completed, dedicated and accepted by City, Utility, and the Wisconsin

Department of Transportation, as the case may be, prior to City issuance of any Temporary Certificate of Occupancy to Developer for any improvements within the Phase I Development of the Real Estate; and,

Whereas, the Real Estate is zoned TRD-2 Traditional Multiple Family Residential District, FW Floodway District, SWO Shoreland Wetland Overlay District, and AIR-4 Airport Overlay District Overflight at the time of execution of this Agreement which permits the commercial development set forth in this Agreement; and,

Whereas, the Plan Commission of City and the City Public Works Committee have recommended to the Common Council and the Common Council of City has approved a certified survey map attached as Exhibit B for the Real Estate on the condition that Developer enter into this Agreement relative to the manner and method by which the Phase I Development of the Real Estate is to be developed subject to the requirements of this Agreement; and,

Whereas, the Plan Commission of City has approved a conditional use permit attached as Exhibit C for the Phase I Development of the Real Estate on the condition that Developer enter into this Agreement relative to the manner and method by which the Phase I Development of the Real Estate is to be developed subject to the requirements of this Agreement; and,

Whereas, Utility is the accepting and approving agency for City with respect to sanitary sewerage facilities and water supply and distribution facilities for the Real Estate, and Utility is willing to approve the provision of sanitary sewerage and water supply to the Phase I Development of the Real Estate subject to the terms and conditions of this Agreement; and

Whereas, Developer agrees to develop the Phase I Development of the Real Estate as provided in the certified survey map, the conditional use permit, and this Agreement.

Now, Therefore, in consideration of the mutual promises and undertakings of the Parties, including the approval by City of a certified survey map for the Real Estate and a conditional use permit for the Phase I Development of the Real Estate, and the provision by Utility of sanitary sewerage and water supply, the Parties agree that the Phase I Development of the Real Estate will be developed as provided in the certified survey map, the conditional use permit, and this Agreement.

## **I. IMPROVEMENTS**

### **A. Sanitary Sewerage Facilities**

1. Developer, at Developer's cost and expense, shall design, construct and install complete sanitary sewerage facilities serving the Phase I Development of the Real Estate, including the mains and appurtenances which are to be located in public rights-of-way, in accordance with Utility specifications, the conditional use permit, the certified survey map, the Sanitary Sewer Plan approved by Utility General Manager, all Wisconsin Department of Natural Resources (WDNR) requirements, and all Federal and State environmental law, rules, and regulations. Developer at Developer's cost and expense, shall obtain approval of the plans and specifications for the design, construction and installation of the sanitary

sewerage facilities from Utility General Manager prior to construction or installation of the sanitary sewerage facilities. Developer, at Developer's cost and expense, shall obtain approval of the plans and specifications for the design, construction and installation of the sanitary sewerage facilities from the WDNR prior to construction or installation of the sanitary sewerage facilities. Developer shall provide copies of all WDNR approvals to Utility upon receipt.

2. Developer, at Developer's cost and expense, shall obtain all permits required by any governmental unit or regulatory agency for the construction and installation of the sanitary sewerage facilities required by the conditional use permit and this Agreement, including sanitary sewerage extensions and connections, prior to the construction and installation of the sanitary sewerage facilities. City and Utility shall cooperate with Developer in obtaining all permits required by any governmental unit or regulatory agency for the construction and installation of the sanitary sewerage facilities required by the conditional use permit and this Agreement, including sanitary sewerage extensions and connections.
3. Subject to the terms of the conditional use permit and this Agreement, Utility shall allow Developer to extend and connect the sanitary sewerage facilities required by the conditional use permit and this Agreement to the sanitary sewerage facilities of Utility at Developer's cost and expense including payment by Developer of all fees, user fees, inspection fees, impact fees, charges or special assessments required to be paid pursuant to any federal, state, county, City or Utility laws, ordinances, resolutions, rules, regulations, the conditional use permit and this Agreement.
4. Developer, at Developer's cost and expense, shall complete the construction and installation of the fully functional sanitary sewerage facilities required by the conditional use permit and this Agreement without defect, damage or non-conformance with this Agreement, all approved plans and specifications, the conditional use permit, the certified survey map, the Code of General Ordinances for the City of Kenosha, all WDNR requirements, and all Federal and State environmental laws, rules and regulations.
5. Developer, at Developer's cost and expense, shall provide Utility with copies of the results of all tests and inspections of the sanitary sewerage facilities required by Utility, including density tests, certified and stamped by a professional engineer registered in the State of Wisconsin certifying proper compaction of sanitary sewerage facilities trench backfill.
6. Developer, at Developer's cost and expense, shall provide Utility with "as-built" plans, stamped by a professional engineer registered in the State of Wisconsin, of the sanitary sewerage facilities. Developer, at Developer's cost and expense, shall provide Utility with written certification by a professional engineer registered in the State of Wisconsin that the sanitary sewerage facilities were designed, constructed, installed, completed, and function as intended in accordance with the approved Sanitary Sewer Plan, the Code of General Ordinances for the City of Kenosha, all WDNR requirements, and all Federal and State environmental laws, rules, and regulations. The "as-built" plans shall be provided to Utility

in print and digital form acceptable to Utility General Manager. Developer shall obtain approval of the "as-built" plans from Utility General Manager prior to City issuance of any Temporary Certificate of Occupancy to Developer for any improvements within the Phase I Development of the Real Estate.

7. Utility shall accept the sanitary sewerage facilities required to be designed, constructed and installed by Developer pursuant to the conditional use permit and this Agreement which are located in the public rights-of-way upon the following:
  - a. completion of the sanitary sewerage facilities in accordance with all approved plans and specifications, the Code of General Ordinances of the City of Kenosha, all WDNR requirements, all Federal and State environmental laws, rules, and regulations, and compatibility with attached and adjacent systems, facilities and improvements.
  - b. construction, installation and delivery of the fully functional sanitary sewerage facilities without defect, damage or nonconformance with this Agreement, all approved plans and specifications, the conditional use permit, the certified survey map, the Code of General Ordinances for the City of Kenosha, all WDNR requirements, and all Federal and State environmental laws, rules, and regulations.
  - c. providing Utility with copies of the results of all tests and inspections of the sanitary sewerage facilities required by Utility, including density tests, certified and stamped by a professional engineer registered in the State of Wisconsin certifying proper compaction of sanitary sewerage facilities trench backfill.
  - d. approval by Utility General Manager of the stamped and certified "as-built" plans of the sanitary sewerage facilities required pursuant to Section I.A.6. of this Agreement.
  - e. payment of all fees and charges required to be paid by Developer for the sanitary sewerage facilities pursuant to the Code of General Ordinances and this Agreement.
  - f. receipt of final lien waivers from all contractors, subcontractors and suppliers.
  - g. receipt of Developer's affidavit of compliance with prevailing wage rate determination for work performed on such portions of the improvements located within public rights-of-way or in any easement located within the Real Estate.
  - h. certification of items a - g above by Utility General Manager.
  - i. approval by Utility Board of Water Commissioners upon recommendation of Utility General Manager of the sanitary sewerage facilities.

8. Developer, at Developer's cost and expense, shall be responsible for the maintenance and operation of the sanitary sewerage facilities required by the conditional use permit and this Agreement, including locate requests, unless and until the sanitary sewerage facilities are accepted by Utility. Upon acceptance of the sanitary sewerage facilities, Utility shall have full jurisdiction and ownership of the sanitary sewerage facilities located in the public rights-of-way and be responsible for their maintenance and operation subject to the guarantee of Developer provided in this Agreement.
9. The sanitary sewerage facilities required to be designed, constructed, and installed pursuant to Section I.A.1. of this Agreement, shall be installed, functional and accepted by Utility prior to City issuance of any Temporary Certificate of Occupancy to Developer for any improvements within the Phase I Development of the Real Estate.

**B. Water Supply and Distribution Facilities**

1. Developer, at Developer's cost and expense, shall design, construct, and install, complete water supply and distribution facilities serving the Phase I Development of the Real Estate, including the mains and appurtenances which are to be located in public rights-of-way, in accordance with Utility specifications, the conditional use permit, the certified survey map, the Water Main Plan approved by Utility General Manager, all WDNR requirements, and all Federal and State environmental laws, rules, and regulations. Developer, at Developer's cost and expense, shall obtain approval of the plans and specifications for the design, construction and installation of the water supply and distribution facilities from Utility General Manager prior to construction or installation of the water supply and distribution facilities. Developer, at Developer's cost and expense, shall obtain approval of the plans and specifications for the design, construction and installation of the water supply and distribution facilities from the WDNR prior to construction or installation of the water supply and distribution facilities. Developer shall provide copies of all WDNR approvals to Utility upon receipt.
2. Developer, at Developer's cost and expense, shall grant to Utility an easement across and through that certain portion of the Outlot 2 Area shown on the certified survey map attached at Exhibit B for the purpose of ingress and egress by Utility to the real estate owned by Utility located at 13010 75<sup>th</sup> Street, Kenosha, Wisconsin identified at Tax Parcel No. 03-121-01-301-445, shown as Detail "A" on the Outlot 2 Area on the certified survey map attached as Exhibit B. The easement shall be subject to approval by Utility Board of Water Commissioners upon recommendation of Utility General Manager. The easement shall be recorded with the Kenosha County Register of Deeds at Developer's expense and shall be binding upon all current and subsequent owners of the Real Estate. The easement shall also be shown on the certified survey map for the Real Estate.
3. Developer, at Developer's cost and expense, shall obtain all permits required by any governmental unit or regulatory agency for the construction and installation of the water supply and distribution facilities required by the conditional use permit and this Agreement,

including water supply distribution facilities extensions and connections, prior to construction and installation of the water supply distribution facilities. City and Utility shall cooperate with Developer in obtaining all permits required by any governmental unit or regulatory agency for the construction and installation of the water supply and distribution facilities required by the conditional use permit and this Agreement, including water supply distribution facilities extensions and connections.

4. Subject to the terms of the conditional use permit and this Agreement, Utility shall allow Developer to extend and connect the water supply and distribution facilities required by the conditional use permit and this Agreement to the water supply and distribution facilities of Utility at Developer's cost and expense including payment by Developer of all fees, user fees, inspection fees, impact fees, charges or special assessments required to be paid pursuant to any federal, state, county, City or Utility laws, ordinances, resolutions, rules, regulations, the conditional use permit and this Agreement.
5. Developer, at Developer's cost and expense, shall complete the construction and installation of the fully functional water supply and distribution facilities required by the conditional use permit and this Agreement without defect, damage or non-conformance with this Agreement, all approved plans and specifications, the conditional use permit, the certified survey map, the Code of General Ordinances for the City of Kenosha, all WDNR requirements, and all Federal and State environmental laws, rules, and regulations.
6. Developer, at Developer's cost and expense, shall provide Utility with copies of the results of all tests and inspections of the water supply and distribution facilities required by Utility, including density tests, certified and stamped by a professional engineer registered in the State of Wisconsin certifying proper compaction of water supply facilities trench backfill.
7. Developer, at Developer's cost and expense, shall provide Utility with "as-built" plans, stamped by a professional engineer registered in the State of Wisconsin, of the water supply and distribution facilities. Developer, at Developer's cost and expense, shall provide Utility with written certification by a professional engineer registered in the State of Wisconsin that the water supply and distribution facilities were designed, constructed, installed, completed, and function as intended in accordance with the approved Water Main Plan, the Code of General Ordinances for the City of Kenosha, all WDNR requirements, and all Federal and State environmental laws, rules, and regulations. The "as-built" plans shall be provided to Utility in print and digital form acceptable to Utility General Manager. Developer shall obtain approval of the "as-built" plans from Utility General Manager prior to City issuance of any Temporary Certificate of Occupancy to Developer for any improvements within the Phase I Development of the Real Estate.
8. Utility shall accept the water supply and distribution facilities required to be designed, constructed and installed by Developer pursuant to this Agreement which are located in the public rights-of-way upon the following:

- a. completion of the water supply and distribution facilities in accordance with all approved plans and specifications, the Code of General Ordinances for the City of Kenosha, all WDNR requirements, all Federal and State environmental laws, rules, and regulations, and compatibility with attached and adjacent systems, facilities and improvements.
  - b. construction, installation and delivery of the fully functional water supply and distribution facilities without defect, damage or nonconformance with this Agreement, all approved plans and specifications, the conditional use permit, the certified survey map, the Code of General Ordinances for the City of Kenosha, all WDNR requirements, and all Federal and State environmental laws, rules, and regulations.
  - c. providing Utility with copies of the results of all tests and inspections of the water supply and distribution facilities required by Utility, including density tests, certified and stamped by a professional engineer registered in the State of Wisconsin certifying proper compaction of water supply and distribution facilities trench backfill.
  - d. approval by Utility General Manager of the stamped and certified "as-built" plans of the water supply and distribution facilities required pursuant to Section 1.B.7. of this Agreement.
  - e. payment of all fees and charges required to be paid by Developer for the water supply and distribution facilities pursuant to the Code of General Ordinances and this Agreement.
  - f. receipt of final lien waivers from all contractors, subcontractors and suppliers.
  - g. receipt of Developer's affidavit of compliance with prevailing wage rate determination for work performed on such portions of the improvements located within public rights-of-way or in any easement located within the Real Estate.
  - h. certification of items a - g above by Utility General Manager.
  - i. approval by Utility Board of Water Commissioners upon recommendation of Utility General Manager of the water supply and distribution facilities.
9. Developer, at Developer's cost and expense, shall be responsible for the maintenance and operation of the water supply and distribution facilities required by the conditional use permit and this Agreement, including locate requests, unless and until the water supply and distribution facilities are accepted by Utility. Upon acceptance of the water supply and distribution facilities, Utility shall have full jurisdiction and ownership of the water supply and distribution facilities located in the public rights-of-way and be responsible for their

maintenance and operation subject to the guarantee of Developer provided in this Agreement.

10. The water supply and distribution facilities required to be designed, constructed, and installed pursuant to Section I.B.1. of this Agreement, shall be installed, functional and accepted by Utility prior to City issuance of any Temporary Certificate of Occupancy to Developer for any improvements within the Phase I Development of the Real Estate.

**C. Stormwater Drainage Facilities**

1. Developer, at Developer's cost and expense, shall design, construct and install stormwater drainage facilities located within the Real Estate and the public rights-of-way for the Phase I Development of the Real Estate, including storm and surface water drainage facilities, in accordance with City and Wisconsin Department of Transportation (WDOT) specifications, the conditional use permit, the certified survey map, the Stormwater Management Plan approved by City Engineer, the Storm Sewer Plan approved by City Engineer, all WDNR requirements, and all Federal and State environmental laws, rules and regulations.
2. Developer, at Developer's cost and expense, shall apply for and obtain a Post Construction Runoff Permit from City and shall submit to City any required financial guarantee all in accordance with Chapter XXXVI of the Code of General Ordinances for the City of Kenosha entitled Post-Construction Stormwater Management Ordinance. No land disturbing construction activity as defined in Chapter XXXVI of the Code of General Ordinances shall be permitted by Developer until the Post-Construction Runoff Permit is issued to Developer by City. All land disturbing construction activities and the design, construction, installation and maintenance of the stormwater drainage facilities shall be done in compliance with Chapter XXXVI of the Code of General Ordinances, the approved Stormwater Management Plan, the approved Storm Sewer Plan, the approved Stormwater Drainage Facilities Maintenance Agreement, the Post-Construction Runoff Permit issued to Developer, all WDNR requirements, and all Federal and State environmental laws, rules, and regulations.
3. Developer, at Developer's cost and expense, shall prepare all plans, specifications, and calculations for all stormwater drainage facilities and submit them to City Engineer for written approval which must be obtained prior to construction of the stormwater drainage facilities. The stormwater drainage facilities required by the conditional use permit and this Agreement shall comply with the performance standards set forth in Section 36.07 of the Code of General Ordinances for the City of Kenosha, all WDNR requirements, and all Federal and State environmental laws, rules, and regulations.
4. Developer, at Developer's cost and expense, shall obtain all permits required by any governmental unit or regulatory agency for the construction and installation of the stormwater drainage facilities required by the conditional use permit and this Agreement,

including stormwater drainage facilities extension and connections. City shall cooperate with Developer in obtaining all permits required by any governmental unit or regulatory agency for the construction and installation of the stormwater drainage facilities required by the conditional use permit and this Agreement, including stormwater drainage facilities extensions and connections.

5. Title to all stormwater drainage facilities for the Phase I Development of the Real Estate, including retention/detention basins and outlet structures, located within the Real Estate or any easements located within the Real Estate as shown on the certified survey map, the approved Stormwater Management Plan and the approved Storm Sewer Plan, shall be retained by Developer or conveyed by Developer to an owners' association upon notice to City. Developer, or the owners' association as the case may be, shall be responsible for the inspection, maintenance and operation of all stormwater drainage facilities for the Phase I Development of the Real Estate located within the Real Estate or in any easement located within the Real Estate as shown on the certified survey map, the approved Stormwater Management Plan and the approved Storm Sewer Plan, and shall enter into a Stormwater Drainage Facilities Maintenance Agreement with City in accordance with Section 36.10 of the Code of General Ordinances to provide for their inspection, maintenance and operation. The Stormwater Drainage Facilities Maintenance Agreement shall be subject to approval by the Common Council for the City of Kenosha upon recommendation by City Engineer, the City of Kenosha Board of Public Works, and the Stormwater Utility Committee. The Stormwater Drainage Facilities Maintenance Agreement shall be recorded with the Kenosha County Register of Deeds at Developer's expense and shall be binding upon all current and subsequent owners of the Real Estate. The Stormwater Drainage Facilities Maintenance Agreement shall include among its provisions the following:
  - a. identification of the stormwater drainage facilities and designation of the drainage area served by the stormwater drainage facilities.
  - b. a schedule for the regular inspection, maintenance, repair, replacement, and operation of the stormwater drainage facilities consistent with the approved Stormwater Management Plan.
  - c. identification of the landowner or the owners' association responsible for the inspection, maintenance, repair, replacement, and operation of the stormwater drainage facilities.
  - d. requirement that the landowner or the owners' association inspect, maintain, repair, replace, and operate the stormwater drainage facilities in accordance with the schedule included in subparagraph b. above.
  - e. authorization for City to access the Real Estate to conduct inspections of the stormwater drainage facilities as necessary to determine whether the stormwater

drainage facilities are being maintained, repaired, replaced, and operated in accordance with the Stormwater Drainage Facilities Maintenance Agreement.

f. requirement that City maintain public records of the results of the inspections of the stormwater drainage facilities, to inform the landowner or the owners' association of the inspection results, and to specifically indicate any corrective actions required to bring the stormwater drainage facilities into proper working condition.

g. agreement that the landowner or the owners' association responsible for the inspection, maintenance, repair, replacement, and operation of the stormwater drainage facilities be notified by City of any maintenance problems requiring correction and that any specified corrective actions be undertaken within a reasonable time as determined by City.

h. authorization for City to perform or have performed on City's behalf, inspection, maintenance, repairs, or replacements of the stormwater drainage facilities upon the failure of the landowner or owners' association to do so as directed by City and to impose a special charge pursuant to Section 66.0627 of the Wisconsin Statutes against the Real Estate for the charges incurred by City in performing or having performed on City's behalf the inspection, maintenance, repairs or replacement to the stormwater drainage facilities which are the subject of the Stormwater Drainage Facilities Maintenance Agreement.

6. Developer, at Developer's cost and expense, shall grant to City a Stormwater Drainage Facilities Easement to the stormwater drainage facilities for the Phase I Development of the Real Estate located within the Real Estate required by the conditional use permit and this Agreement authorizing City to inspect, maintain, repair, or replace the stormwater drainage facilities in accordance with the Stormwater Drainage Facilities Maintenance Agreement. The Stormwater Drainage Facilities Easement shall be subject to approval by the Common Council of the City of Kenosha upon recommendation by City Engineer, the City of Kenosha Board of Public Works, and the Stormwater Utility Committee. The Stormwater Drainage Facilities Easement shall be recorded with the Kenosha County Register of Deeds at Developer's expense and shall be binding upon all current and subsequent owners of the Real Estate. The Stormwater Drainage Facilities Easement also shall be shown on the certified survey map of the Real Estate.
7. Developer, at Developer's cost and expense, shall complete the construction and installation of the fully functional stormwater drainage facilities required by the conditional use permit and this Agreement without defect, damage or non-conformance with this Agreement, all approved plans, specifications and calculations, the conditional use permit, the certified survey map, the Code of General Ordinances for the City of Kenosha, all WDNR requirements, and all Federal and State environmental laws, rules and regulations.

8. Developer, at Developer's cost and expense, shall provide City with copies of the results of all tests and inspections of the stormwater drainage facilities required by City, including density tests, certified and stamped by a professional engineer registered in the State of Wisconsin certifying proper compaction of stormwater drainage facilities trench backfill.
9. Developer, at Developer's cost and expense, shall provide City with "as-built" plans, stamped by a professional engineer registered in the State of Wisconsin, of the stormwater drainage facilities, including retention/detention basins and outlet structures. Developer, at Developer's cost and expense, shall provide City with written certification by a professional engineer registered in the State of Wisconsin that the stormwater drainage facilities, including retention/detention basins and outlet structures, were designed, constructed, installed, completed, and function as intended in accordance with Chapter XXXVI of the Code of General Ordinances for the City of Kenosha, the approved Stormwater Management Plan, the approved Storm Sewer Plan, the approved Stormwater Drainage Facilities Maintenance Agreement, the Post-Construction Runoff Permit issued to Developer, all WDNR requirements, and all Federal and State environmental laws, rules, and regulations. The "as-built" plans shall be provided to City in print and digital form acceptable to City Engineer. Developer shall obtain approval of the "as-built" plans from City Engineer prior to City issuance of any Temporary Certificate of Occupancy to Developer for any improvements within the Phase I Development of the Real Estate.
10. City shall accept the stormwater drainage facilities required to be designed, constructed, and installed by Developer pursuant to the conditional use permit and this Agreement which are located in the public rights-of-way upon the following:
  - a. completion of the stormwater drainage facilities in accordance with all approved plans, specifications and calculations, the Code of General Ordinances for the City of Kenosha, all WDNR requirements, all Federal and State environmental laws, rules, and regulations, and compatibility with attached and adjacent systems, facilities and improvements.
  - b. construction, installation and delivery of the fully functional stormwater drainage facilities without defect, damage or nonconformance with this Agreement, all approved plans, specifications and calculations, the conditional use permit, the certified survey map, the Code of General Ordinances for the City of Kenosha, all WDNR requirements, and all Federal and State environmental laws, rules and regulations.
  - c. providing City with copies of the results of all tests and inspections of the stormwater drainage facilities required by City, including density tests, certified and stamped by a professional engineer registered in the State of Wisconsin certifying proper compaction of stormwater drainage facilities trench backfill.

d. approval by City Engineer of the stamped and certified "as-built" plans of the stormwater drainage facilities, including retention/detention basins and outlet structures, required pursuant to Section I.C.9. of this Agreement.

e. providing City with the Stormwater Drainage Facilities Maintenance Agreement for the inspection, maintenance and operation of the stormwater drainage facilities, including retention/detention basins and outlet structures, located within the Real Estate in form acceptable to City.

f. providing City with the Stormwater Drainage Facilities Easement for the stormwater drainage facilities, including retention/detention basins and outlet structures, located within the Real Estate in form acceptable to City.

g. payment of all fees and charges required to be paid by Developer for the stormwater drainage facilities pursuant to the Code of General Ordinances for the City of Kenosha and this Agreement.

h. receipt of final lien waivers from all contractors, subcontractors, and suppliers.

i. receipt of Developer's affidavit of compliance with prevailing wage rate determination for work performed on such portions of the improvements located within public rights-of-way.

j. certification of items a - i above by City Engineer.

k. approval by the Common Council of the City of Kenosha upon recommendation by City Engineer, the City of Kenosha Board of Public Works, and the Stormwater Utility Committee of the stormwater drainage facilities.

11. Developer, at Developer's cost and expense, shall be responsible for the inspection, maintenance and operation of the stormwater drainage facilities required by the conditional use permit and this Agreement located within the public rights-of-way unless and until the stormwater drainage facilities located within the public rights-of-way are accepted by City. Upon acceptance of the stormwater drainage facilities located within the public rights-of-way, City shall have full jurisdiction and ownership of the stormwater drainage facilities located within the public rights-of-way and be responsible for their maintenance and operation, subject to the guarantee of Developer provided in this Agreement.
12. Developer shall indemnify, defend and hold harmless City, the Utility, their officers, employees and agents (the "Stormwater Indemnified Parties") from and against any and all claims, liability, loss, charges, damages, costs, expenses, judgments, settlement expenses and reasonable attorney fees, which any of them may hereafter sustain, incur or be required to pay to the extent arising out of, or related to, the design, construction and installation of the stormwater drainage facilities required by the conditional use permit and this Agreement which causes storm and surface water to flow in full or part upon any public or

private property provided that such indemnity shall not extend to the gross negligence or willful misconduct of the Stormwater Indemnified Parties and further provided that the Stormwater Indemnified Parties are not waiving any common law or statutory immunities, limits of liability, monetary liability limitations or notice requirements. Upon the filing with City or Utility of a claim for damages arising out of the acts which Developer herein agrees to indemnify, defend and hold City, the Utility and their officers, employees and agents harmless, the City or Utility shall notify Developer of such claim, and in the event that Developer does not settle or compromise such claim, Developer shall undertake the legal defense of such claim on behalf of Developer, City and/or Utility and their officers, employees and agents. It is specifically agreed that City and/or Utility, at City's and/or Utility's cost and expense, may participate in the legal defense of any such claim. Any judgment, final beyond all possibility of appeal, which may be rendered against City and/or Utility or any of their officers, employees or agents for any cause for which Developer is liable herewith shall be conclusive against Developer as to liability and the amount of damages. Any damages, costs or expenses, including reasonable attorney fees, sustained, incurred or paid by City and/or Utility, their officers, employees or agents arising out of the acts which Developer herein agrees to indemnify, shall be reimbursed through Developer's assurances required pursuant to this Agreement or through such other means as the City and/or Utility, in their sole discretion, deem appropriate. This paragraph shall survive installation of the stormwater drainage facilities to effectuate its purpose.

13. The stormwater drainage facilities required to be designed, constructed, and installed pursuant to Section I.C.1. of this Agreement, shall be installed and functional, and the stormwater drainage facilities located within the public rights-of-way shall be accepted by City prior to City issuance of any Temporary Certificate of Occupancy to Developer for any improvements within the Phase I Development of the Real Estate.

**D. Streets, Curbs, and Gutters**

1. Developer, at Developer's cost and expense, shall design, construct, and install all street improvements and curbs and gutters on 71<sup>st</sup> Street and 125<sup>th</sup> Avenue in accordance with City and WDOT specifications, the conditional use permit, the certified survey map, the Street Plan approved by City Engineer, the 2016 Total Improvements set forth in the letter from the WDOT dated June 18, 2015, all WDNR requirements, and all Federal and State environmental laws, rules, and regulations. Prior to execution of this Agreement by City and Utility, Developer, at Developer's cost and expense, shall convey or cause to be conveyed to City, free and clear of all liens and encumbrances, 7,616 square feet, more or less, of land located in the northwest corner of the intersection of 71<sup>st</sup> Street and 125<sup>th</sup> Avenue to be used for the construction of 71<sup>st</sup> Street and dedicated to the public for street purposes. Prior to execution of this Agreement by City and Utility, Developer, at developer's cost and expense, shall grant to City a Temporary Turnaround Easement shown on the certified survey map attached as Exhibit B for the west terminus of 71<sup>st</sup> Street. Developer, at Developer's cost and expense, shall obtain approval of the plans and specifications for the street improvements and curbs and gutters from City Engineer, and

the WDOT. Developer, at Developer's cost and expense shall obtain all required permits for the design, construction, and installation of all street improvements and curbs and gutters from City Engineer, the WDOT provided that City hereby agrees to submit a permit application to WDOT for a public street extension if required, and the WDNR prior to construction or installation of the street improvements and curbs, and gutters.

2. Developer, at Developer's cost and expense, shall obtain all permits required by any governmental unit or regulatory agency for the construction and installation of the street improvements and curbs and gutters required by the conditional use permit and this Agreement. City shall cooperate with Developer in obtaining all permits required by any governmental unit or regulatory agency for the street improvements and curbs and gutters required by the conditional use permit and this Agreement.
3. Developer, at Developer's cost and expense, shall grade all streets to approved subgrade prior to the installation of any utilities. Developer, at Developer's cost and expense, shall provide City with "as-built" plans, stamped by a professional engineer registered in the State of Wisconsin, of the street subgrades. Developer, at Developer's cost and expense, shall provide City with written certification by a professional engineer registered in the State of Wisconsin that the street subgrades were designed, constructed, installed, completed and function as intended in accordance with all approved plans and specifications, the Code of General Ordinances for the City of Kenosha, and all WDOT specifications. The "as-built" plans of the street subgrades shall be provided to City in print and digital form acceptable to City Engineer. Developer shall obtain approval of the "as-built" plans of the street sub grades from City Engineer and WDOT prior to the installation of any utilities.
4. Developer shall not perform any street paving or install any curbs and gutters after November 15<sup>th</sup> of any calendar year without the express written approval of City Engineer. No street paving or curb and gutter installation will be permitted after December 1<sup>st</sup> of any calendar year. Street paving and installation of curb and gutter may commence after April 1<sup>st</sup> of any calendar year with the approval of City Engineer. Developer shall not perform any street paving or install any curb and gutter within State of Wisconsin public rights-of-way during any portion of the calendar year prohibited by the State of Wisconsin.
5. Developer, at Developer's cost and expense, shall provide City with "as-built" plans, stamped by a professional engineer registered in the State of Wisconsin, of the street improvements, including all curbs, gutters and sidewalks. Developer, at Developer's cost and expense, shall provide City with written certification by a professional engineer, registered in the State of Wisconsin, that the street improvements, including all curbs, gutters and sidewalks were designed, constructed, installed, completed, and function as intended in accordance with the approved Street Plan, the Code of General Ordinances for the City of Kenosha, all WDNR requirements, and all Federal and State environmental laws, rules and regulations. The "as-built" plans shall be provided to City in print and digital form acceptable to City Engineer. Developer shall obtain approval of the "as-built" plans

from City Engineer and the WDOT prior to City issuance of any Temporary Certificate of Occupancy to Developer for any improvements within the Phase I Development of the Real Estate.

6. City shall accept the street improvements and all curbs and gutters on 71st Street required to be designed, constructed, and installed by Developer pursuant to the conditional use permit and this Agreement which are located in the public rights-of-way or in any Temporary Turnaround Easement located within the Real Estate upon the following:
  - a. completion of the street improvements and all curbs and gutters in accordance with all approved plans and specifications, the Code of General Ordinances for the City of Kenosha, all WDNR requirements, all Federal and State environmental laws, rules, and regulations, and compatibility with attached and adjacent systems, facilities and improvements.
  - b. construction, installation and delivery of the fully functional street improvements and all curbs and gutters without defect, damage or nonconformance with this Agreement, all approved plans and specifications, the conditional use permit, the certified survey map, the Code of General Ordinances for the City of Kenosha, all WDNR requirements, and all Federal and State environmental laws, rules and regulations.
  - c. providing City with copies of the results of all tests and inspections of the street improvements and all curbs and gutters, including density tests, certified and stamped by a professional engineer registered in the State of Wisconsin certifying proper compaction of street, curb and gutter trench backfill.
  - d. approval by City Engineer of the stamped and certified "as-built" plans of the street improvements and all curbs and gutters required pursuant to Section 1.D.5. of this Agreement.
  - e. payment of all fees and charges required to be paid by Developer for the street improvements and all curbs and gutters pursuant to the Code of General Ordinances for the City of Kenosha and this Agreement.
  - f. receipt of final lien waivers from all contractors, subcontractors, and suppliers.
  - g. receipt of Developer's affidavit of compliance with prevailing wage rate determination, for work performed on such portions of the improvements located within City public rights-of-way.
  - h. certification of items a - g above by City Engineer.

i. approval by the Common Council of the City of Kenosha upon recommendation by City Engineer and the City of Kenosha Board of Public Works of the street improvements, all curbs and gutters, and rights-of-way.

7. Developer, at Developer's cost and expense, shall be responsible for the maintenance of the street improvements and all curbs and gutters required by the conditional use permit and this Agreement, including snow plowing, unless and until the street improvements and all curbs and gutters are accepted by City. Except as otherwise provided in this Section I.D.7., upon acceptance of the street improvements and all curbs and gutters, City shall have full jurisdiction and ownership of the street improvements and all curbs and gutters which are located in the public rights-of-way and shall be responsible for their maintenance subject to the guarantee of Developer provided in this Agreement. Upon acceptance of the street improvements and all curbs and gutters and until completion of the Phase I Development, City shall periodically conduct an inspection of the street improvements and all curbs and gutters located in the public rights-of-way. Any damage to the street improvements and curbs and gutters relating to the construction of the Phase I Development discovered during any inspection by City shall be removed, repaired and replaced at Developer's cost and expense as directed by City Engineer. Failure of the Developer to perform the required corrective action in the specified time following written notice from the City Engineer shall constitute a default under this Agreement whereupon the City may do or cause the work to be done and charge the cost for the work against any assurances provided pursuant to this Agreement or impose a special charge and/or special assessment against the Phase I Development in the event there is no applicable assurance or the assurance is insufficient as provided for in Section III.A.6. of this Agreement.
8. The street improvements and curbs and gutters required to be designed, constructed, and installed pursuant to Section I.D.1. of this Agreement shall be completed, dedicated, and accepted by City and the WDOT, as the case may be, prior to City issuance of any Temporary Certificate of Occupancy to Developer for any improvements within the Phase I Development of the Real Estate.

**E. Other Utilities and Utility Easements**

1. Developer, at Developer's, cost and expense, shall locate and install all other utilities serving the Phase I Development of the Real Estate in accordance with utility specifications, the conditional use permit, the certified survey map, the plans approved by City Engineer, all WDNR requirements, and all Federal and State environmental laws, rules, and regulations. Developer, at Developer's cost and expense, shall obtain approval of the plans and specifications for the location and installation of the utilities from City Engineer and Utility General Manager.
2. Developer, at Developer's cost and expense, shall provide easements for utilities, which shall be shown on the certified survey map for the Real Estate and the plans approved by City Engineer and Utility General Manager.

3. Easements for utilities may be modified or terminated only by City, Utility, or other utility and only in the event City, Utility, or other utility determine that the easement, in full or in part, is no longer required to provide essential service.

**F. Erosion Control**

1. Developer, at Developer's cost and expense, shall prepare and submit to City an Erosion and Sediment Control Plan in accordance with Chapter XXXIII of the Code of General Ordinances for the City of Kenosha entitled Land-Disturbing Erosion and Sediment Control Ordinance. Developer, at Developer's cost and expense, shall apply for and obtain an Erosion Control Permit from City and shall submit to City the cash assurance all in accordance with Chapter XXXIII of the Code of General Ordinances. Developer, at Developer's cost and expense, shall apply for and obtain all WDNR permits in any way related to land disturbing activities or land disturbing construction activities within any wetlands located within the Real Estate or any public rights-of-way. No land disturbing activities or land disturbing construction activities as defined in Chapter XXXIII of the Code of General Ordinances shall be permitted by Developer until the Erosion and Sediment Control Plan is approved by City, the cash assurance is deposited with City, all permits in any way related to land disturbing activities or land disturbing construction activities within any wetlands within the Real Estate or any public rights-of-way are issued by WDNR, and the Erosion Control Permit is issued by City. All land disturbing construction activities undertaken by Developer shall be done in compliance with Chapter XXXIII of the Code of General Ordinances, the approved Erosion and Sediment Control Plan, the Erosion Control Permit issued to Developer by City, all permits required by any governmental unit or regulatory agency, all WDNR requirements, and all Federal and State environmental laws, rules, and regulations. The Erosion and Sediment Control Plan shall include the location and duration of topsoil stockpiles. Developer, at Developer's cost and expense, shall remove all topsoil stockpiles in accordance with Chapter XXXIII of the Code of General Ordinances, all WDNR requirements, and all Federal and State environmental laws, rules and regulations prior to City issuance of any Temporary Certificate of Occupancy to Developer for any improvements within the Phase I Development of the Real Estate.
2. Developer, at Developer's cost and expense, shall obtain all permits and approvals required by any governmental unit or regulatory agency in any way related to erosion and sediment control required by the conditional use permit and this Agreement prior to commencement by Developer of any land disturbing activities or land disturbing construction activities as defined in Chapter XXXIII of the Code of General Ordinances.

**G. Grading**

1. Developer, at Developer's cost and expense, shall grade the Real Estate in accordance with City specifications, the conditional use permit, the certified survey map, and the Grading Plan approved by City Engineer, all WDNR requirements, and all Federal and State

environmental laws, rules and regulations. Developer, at Developer's cost and expense, shall obtain approval of the Grading Plan from City Engineer prior to commencement by Developer of any land disturbing activities or land disturbing construction activities as defined in Chapter XXXIII of the Code of General Ordinances.

2. Developer, at Developer's cost and expense, shall obtain all permits and approvals required by any governmental unit or regulatory agency in any way related to the grading required by the conditional use permit and this Agreement prior to commencement by Developer of any land disturbing activities or land disturbing construction activities as defined in Chapter XXXIII of the Code of General Ordinances.
3. Developer, at Developer's cost and expense, shall provide City with "as-built" grading plans stamped by a professional engineer registered in the State of Wisconsin. Developer, at Developer's cost and expense, shall provide City, with written certification by a professional engineer registered in the State of Wisconsin that the grading was designed, constructed, installed, completed, and functions as intended in accordance with the approved Grading Plan, the Code of General Ordinances for the City of Kenosha, all WDNR requirements, and all Federal and State environmental laws, rules, and regulations. The "as-built" grading plans shall be provided to City in print and digital form acceptable to City Engineer. The initial "as-built" grading plan to be provided by Developer shall include property line grades at 25 foot intervals and grades at locations of grade differences to illustrate drainage patterns, public improvements, the entire storm sewer system and all stormwater drainage facilities. For subsequent "as-built" submittals, Developer shall submit a revised "as-built" grading plan which shall include all previously approved "as-built" grading plan information together with all additional "as-built" grading plan information for the construction phase for which the issuance of any Temporary Certificate of Occupancy is being requested. Developer shall obtain approval of the "as-built" grading plan from City Engineer prior to City issuance of any Temporary Certificate of Occupancy to Developer for any improvements within each construction phase contained within the approved construction phasing plan on file with the Department of Community Development and Inspections..

#### **H. LED Street Lighting**

1. Developer, at Developer's cost and expense, shall design and install a complete system of LED street lighting on 71<sup>st</sup> Street and 125<sup>th</sup> Avenue in accordance with City, and WDOT specifications, the conditional use permit, the certified survey map, the Lighting Plan approved by City Engineer, all WDNR requirements, and all Federal and State environmental laws, rules, and regulations. Developer, at Developer's cost and expense, shall provide City with all shop drawings and cut sheets for the LED street lighting system and shall obtain approval of the LED street lighting system from City Engineer and the WDOT prior to construction and installation of the LED street lighting system.

2. Developer, at Developer's cost and expense, shall obtain all permits required by any governmental unit or regulatory agency for the construction and installation of the LED street lighting system required by the conditional use permit and this Agreement prior to construction and installation of the LED street lighting system.
3. Developer, at Developer's cost and expense, shall provide City with "as-built" plans of the LED street lighting system, including street light conduits and pull boxes, stamped by a professional engineer registered in the State of Wisconsin. Developer, at Developer's cost and expense, shall provide City with written certification by a professional engineer registered in the State of Wisconsin that the LED street lighting system, including street light conduits and pull boxes, were designed, constructed, installed, completed, and function as intended in accordance with the approved Lighting Plan, the Code of General Ordinances for the City of Kenosha, all WDNR requirements, and all Federal and State environmental laws, rules and regulations. The "as-built" plans of the LED street lighting system shall be provided to City in print and digital form acceptable to City Engineer. Developer shall obtain approval of the "as-built" plans of the LED street lighting system from City Engineer and the WDOT prior to City issuance of any Temporary Certificate of Occupancy to Developer for any improvements within the Phase I Development of the Real Estate.
4. The LED street lighting system in the public rights-of-way shall be completed and presented to City for acceptance prior to, or concurrent with, presenting the street improvements and all curbs and gutters to the City and the WDOT for acceptance.
5. City shall accept the LED street lighting system required to be designed and installed by Developer pursuant to the conditional use permit and this Agreement located in the public rights-of-way upon the following:
  - a. completion of the LED street lighting system in accordance with all approved plans and specifications, the Code of General Ordinances for the City of Kenosha, all WDNR requirements, all Federal and State environmental laws, rules, and regulations, and compatibility with attached and adjacent systems, facilities and improvements.
  - b. construction, installation and delivery of the fully functional LED street lighting system without defect, damage or nonconformance with this Agreement, all approved plans and specifications, the conditional use permit, the certified survey map, the Code of General Ordinances for the City of Kenosha, all WDNR requirements, and all Federal and State environmental laws, rules, and regulations.
  - c. receipt of final lien waivers from all contractors, subcontractors, and suppliers.
  - d. approval by City Engineer of the stamped and certified "as-built" plans of the LED street lighting system, including street light conduits and pull boxes, required pursuant to Section I.H.3. of this Agreement.

e. receipt of Developer's affidavit of compliance with prevailing wage rate determination, for work performed on such portions of the improvements located within public rights-of-way.

f. certification of items a - e above by City Engineer.

g. approval by the Common Council of the City of Kenosha upon recommendation by City Engineer and the City of Kenosha Board of Public Works of the LED street lighting system.

6. Developer, at Developer's cost and expense, shall be responsible for the maintenance and operation of the LED street lighting system required by the conditional use permit and this Agreement located within the public rights-of-way unless and until the LED lighting system located within the public rights-of-way is accepted by City and the WDOT, as the case may be. Upon acceptance of the LED lighting system, City shall have full jurisdiction and ownership of the LED street lighting system located in the public rights-of-way and be responsible for its maintenance and cost of operation subject to the guarantee of Developer provided in this Agreement.
7. The LED lighting system required to be designed, constructed and installed pursuant to Section I.H.1. of this Agreement shall be completed and accepted by City and the WDOT, as the case may be, prior to City issuance of any Temporary Certificate of Occupancy to Developer for any improvements within the Phase I Development of the Real Estate.

**I. Landscaping**

1. Developer, at Developer's cost and expense, shall design and install landscaping throughout the public right-of-way on 71<sup>st</sup> Street in accordance with City specifications, the conditional use permit, the certified survey map, the Landscaping Plans approved by City Engineer, all WDNR requirements, and all Federal and State environmental laws, rules, and regulations. Developer, at Developer's cost and expense, shall obtain approval of the Landscaping Plan from City Engineer and the WDOT prior to installation of the landscaping.
2. Developer, at Developer's cost and expense, shall protect existing trees within the public right-of-way on 71<sup>st</sup> Street in accordance with Section 34.10 of the Code of General Ordinances for the City of Kenosha entitled Tree Protection and shall apply for and obtain a Tree Protection Permit from City.
3. Developer, at Developer's cost and expense, shall remove and lawfully dispose of all rubbish, dead trees, branches, brush, tree trunks, shrubs, and other natural growth inconsistent with the approved Landscaping Plan. Developer, at Developer's cost and expense, shall apply for and obtain a raze permit from City prior to removing any structures.

4. Developer, at Developer's cost and expense, shall finish grade all lawn park areas on 71<sup>st</sup> Street with six (6) inches of topsoil.
5. The landscaping shall be completed and presented to City for acceptance prior to or concurrent with Developer presenting the street improvements and all curbs and gutters to the City and the WDOT for acceptance.
6. City shall accept the landscaping required to be designed and installed by Developer pursuant to the conditional use permit and this Agreement located in the public rights-of-way upon the following:
  - a. completion of the landscaping in accordance with all approved plans and specifications, the Code of General Ordinances for the City of Kenosha, all WDNR requirements, all Federal and State environmental laws, rules, and regulations, and compatibility with attached and adjacent systems, facilities and improvements.
  - b. installation and delivery of the landscaping without defect, damage or nonconformance with this Agreement, all approved plans and specifications, the conditional use permit, the certified survey map, and the Code of General Ordinances for the City of Kenosha, all WDNR requirements, and all Federal and State environmental laws, rules, and regulations.
  - c. receipt of final lien waivers from all contractors, subcontractors, and suppliers.
  - d. receipt of Developer's affidavit of compliance with prevailing wage rate determination, for work performed on such portions of the improvements located within public rights-of-way.
  - e. certification of items a - d above by City Engineer.
  - f. approval by the Common Council of the City of Kenosha upon recommendation by City Engineer and the City of Kenosha Board of Public Works of the landscaping.
7. Developer, at Developer's cost and expense, shall be responsible for the maintenance of the landscaping required by the conditional use permit and this Agreement located within the public rights-of-way unless and until the landscaping located within the public rights-of-way is accepted by City.
8. The landscaping required to be installed pursuant to Section I.I.1. of this Agreement shall be completed and accepted by City prior to City issuance of any Temporary Certificate of Occupancy to Developer for any improvements within the Phase I Development of the Real Estate.

**J. Sidewalks**

1. Developer, at Developer's cost and expense, shall design, construct and install sidewalks for the Phase I Development of the Real Estate in the public rights-of-way in accordance with City specifications, the conditional use permit, the certified survey map, the Site Plan, the Street Plan approved by City Engineer, the Americans With Disabilities Act standards and guidelines, all WDNR requirements, and all Federal and State environmental laws, rules, and regulations. Developer, at Developer's cost and expense, shall obtain approval of the plans and specifications for the design, construction and installation of the sidewalks from City Engineer.
2. Sidewalks in the public rights-of-way shall be five (5) feet wide and shall be constructed of a minimum of four (4) inches of Portland cement concrete over a two (2) inch aggregate base. The portion of sidewalks extending through any driveway approach shall be constructed of a minimum of eight (8) inches of Portland cement concrete over a two (2) inch aggregate base. Sidewalks in the public rights-of-way shall be constructed and installed in accordance with the requirements of Section 5.05 of the Code of General Ordinances.
3. City shall accept the sidewalks required to be designed, constructed and installed by Developer pursuant to the conditional use permit and this Agreement which are located in the public rights-of-way upon the following:
  - a. completion of the sidewalks in accordance with all approved plans and specifications, the Code of General Ordinances for the City of Kenosha, the Americans with Disabilities Act standards and guideline, all WDNR requirements, all Federal and State environmental laws, rules, and regulations, and compatibility with attached and adjacent systems, facilities and improvements.
  - b. construction, installation and delivery of the sidewalks without defect, damage or nonconformance with this Agreement, all approved plans and specifications, the conditional use permit, the certified survey map, the Code of General Ordinances for the City of Kenosha, the American with Disabilities Act standards and guidelines, all WDNR requirements, and all Federal and State environmental laws, rules, and regulations.
  - c. providing City with copies of the results of all tests and inspections of the sidewalks, including density tests certified and stamped by a professional engineer registered in the State of Wisconsin certifying proper compaction of sidewalk trench backfill.
  - d. approval by City Engineer of the stamped and certified "as-built" plans of the sidewalks required pursuant to Section I.D.5. of this Agreement.

- e. receipt of final lien waivers from all contractors, subcontractors, and suppliers.
- f. receipt of Developer's affidavit of compliance with prevailing wage rate determination, for work performed on such portions of the improvements located within public rights-of-way.
- g. certification of items a – f above by City Engineer.
- h. approval by the Common Council of the City of Kenosha upon recommendation by CITY Engineer and the City of Kenosha Board of Public Works of the sidewalks.

- 4. Developer, at Developer's cost and expense, shall be responsible for the maintenance of the sidewalks required by the conditional use permit and this Agreement. Upon acceptance of the sidewalks, City shall have full jurisdiction and ownership of the sidewalks located in the public rights-of-way. Developer shall be responsible for the maintenance of the sidewalks in accordance with the Code of General Ordinances for the City of Kenosha.
- 5. Sidewalks in the public rights-of-way shall be completed and accepted by City prior to City issuance of any Temporary Certificate of Occupancy to Developer for any improvements within the Phase I Development of the Real Estate.

**K. Street and Regulatory Signs and Traffic Controls and Signals**

- 1. Developer shall reimburse City for City's actual cost for materials, labor, and installation of street name signs required by City for 71<sup>st</sup> Street and 125<sup>th</sup> Avenue within forty-five (45) days of being invoiced by City.
- 2. Developer, at Developer's cost and expense, shall purchase and install all regulatory signs required by City for 71<sup>st</sup> Street and 125<sup>th</sup> Avenue.
- 3. Developer, at Developer's cost and expense, shall design, construct and install traffic controls on 71<sup>st</sup> Street and 125<sup>th</sup> Avenue in accordance with City and WDOT specifications, the conditional use permit, the certified survey map, and the letter from the WDOT dated June 18, 2015. Developer, at Developer's cost and expense, shall obtain approval of the plans and specifications and all required permits for the design, construction and installation of the traffic controls required by this paragraph from City and the WDOT prior to the construction and installation of the traffic controls.
- 4. The traffic controls required to be designed, constructed, and installed pursuant to Section I.K.3. of this Agreement shall be completed, dedicated and accepted by City and the WDOT, as the case may be, prior to City issuance of any Temporary Certificate of Occupancy to Developer for any improvements within the Phase I Development of the Real Estate.

**L. Survey Monuments.**

Developer, at Developer's cost and expense, shall install monuments placed in accordance with the requirements of Section 236.15 of the Wisconsin Statutes.

**II. PRE-CONSTRUCTION AND CONSTRUCTION ACTIVITIES**

**A. Pre-Construction Activities**

1. The City and Utility public improvements required to be made pursuant to the conditional use permit and this Agreement constitute a project of public works subject to the municipal prevailing wage and hour scales pursuant to Section 66.0903 of the Wisconsin Statutes and Chapter DWD 290 of the Wisconsin Administrative Code. Developer, at Developer's cost and expense, shall comply with the municipal prevailing wage and hour scales pursuant to Section 66.0903 of the Wisconsin Statutes and Chapter DWD 290 of the Wisconsin Administrative Code in connection with the City and Utility public improvements required to be made pursuant to the conditional use permit and this Agreement. Prior to City and Utility accepting any of the City and Utility public improvements required to be made pursuant to the conditional use permit and this Agreement, Developer shall file with the City and Utility an affidavit of compliance with the prevailing wage rate determination on the form prescribed by the Department of Workforce Development pursuant to Chapter DWD 290.145 of the Wisconsin Administrative Code.
2. Developer shall provide City Engineer and Utility General Manager with complete itemized cost estimates certified by Developer's civil engineer for the public improvements and private stormwater drainage facilities required to be made by Developer pursuant to the conditional use permit and this Agreement prior to the execution of this Agreement by City and Utility.
3. Any bidder on any of the City and Utility public improvements required to be made by Developer pursuant to the conditional use permit and this Agreement shall be prequalified by City and Utility. Developer shall not award any contract for any public improvements required to be made pursuant to the conditional use permit and this Agreement to any bidder who has not been pre-qualified by City or Utility.
4. Developer, at Developer's cost and expense, shall raze all structures within the Real Estate prior to the issuance of any permits by City to Developer in any way related to land disturbing activities or land disturbing construction activities as defined in Chapter XXXIII of the Code of General Ordinances, or in any way related to the construction or installation of any of the improvements required to be made by Developer pursuant to the conditional use permit and this Agreement. Developer, at Developer's cost and expense, shall apply for and obtain a raze permit from City and any other permits required by any Federal and State environmental laws, rules, and regulations prior to razing, removing and disposing of any structures within the Real Estate. Developer, at Developer's cost and expense, shall raze, remove, and dispose of all structures within the Real Estate, and shall remediate the Real

Estate in accordance with the Code of General Ordinances for the City of Kenosha and all Federal and State environmental laws, rules, and regulations.

5. No land disturbing activities or land disturbing construction activities as defined in Chapter XXXIII of the Code of General Ordinances by Developer shall commence and no construction or installation of any of the improvements required to be made by Developer pursuant to the conditional use permit and this Agreement shall commence prior to all of the following:
  - a. all required assurances have been received and approved.
  - b. the certified survey map has been approved by the Common Council, signed by City, and recorded with the Kenosha County Register of Deeds.
  - c. the conditional use permit has been approved by the Common Council, signed by Developer, and recorded with the Kenosha County Register of Deeds.
  - d. the Access Easement to the Real Estate owned by Utility, has been approved and signed by the Kenosha Water Utility Board of Water Commissioners, signed by Developer, and recorded with the Kenosha County Register of Deeds.
  - e. the Stormwater Drainage Facilities Maintenance Agreement and the Stormwater Drainage Facilities Easement have been approved by the Common Council, signed by City and Developer, and recorded with the Kenosha County Register of Deeds.
  - f. this Agreement has been approved by the Common Council, the Kenosha Water Utility Board of Water Commissioners, signed by all Parties, and recorded with the Kenosha County Register of Deeds.
  - g. all plans and construction specifications for land disturbing activities or land disturbing construction activities as defined in Chapter XXXIII of the Code of General Ordinances have been reviewed and approved by City Engineer and Utility General Manager and all other plans and construction specifications for the construction or installation of any of the improvements required to be made by Developer pursuant to the conditional use permit and this Agreement have been reviewed and approved by City Engineer and Utility General Manger.
  - h. all permit fees have been paid and all permits have been issued for the work intended to be performed prior to the performance of any such work.
  - i. a pre-construction meeting attended by Developer, City, Utility, contractors and any consultants' inspectors has been held.

j. written authorization to proceed has been given by the Director of Community Development and Inspections following certification of items a-i above by the Director of Community Development and Inspections.

6. Upon receiving written authorization to proceed from the Director of Community Development and Inspections, Developer shall notify City and Utility in writing no less than two (2) working days in advance of the date for the commencement of the construction of the improvements required to be made pursuant to the conditional use permit and this Agreement. This notification requirement shall also apply to the resumption of construction following a work interruption of over fifteen (15) consecutive working days.

**B. Construction Activities**

1. Construction access to the Real Estate shall be as shown on the Erosion and Sediment Control Plan approved by City Engineer. Construction staging areas shall be as shown on the Construction Phasing Plan approved by the Department of Community Development and Inspections and City Engineer. Developer, at Developer's cost and expense, shall design, construct and install the construction access and construction staging areas in accordance with City specifications, the conditional use permit, the certified survey map, the approved Erosion and Sediment Control Plan, the approved Construction Phasing Plan, all WDNR requirements, and all Federal and State environmental laws, rules, and regulations. Developer, at Developer's cost and expense, shall obtain approval of the plans and specifications and all required permits for the design, construction, and installation of the construction access and construction staging areas from the Department of Community Development and Inspections and City Engineer prior to construction and installation of the construction access and construction staging areas.
2. Developer, at Developer's cost and expense, shall apply for and obtain all required permits from City and the WDOT prior to the closing of any public streets and shall comply with all applicable ordinances, laws, rules, and regulations regarding the closure of public streets.
3. Developer, at Developer's cost and expense, shall abandon any wells and septic systems on the Real Estate in accordance with the requirements of the Wisconsin Department of Natural Resources, Chapter NR 812 of the Wisconsin Administrative Code, and Section 32.09 of the Code of General Ordinances for the City of Kenosha. Developer shall provide copies of well abandonment reports to City and Utility.
4. City and Utility shall provide engineering and inspection services during construction of the improvements required by the conditional use permit and this Agreement to ascertain Developer's compliance with all approved plans and specifications, the conditional use permit, the certified survey map, the Code of General Ordinances for the City of Kenosha, all WDNR requirements, and all Federal and State environmental laws, rules, and regulations. The cost for the engineering and inspection services shall be based upon the

hourly rate of the City and Utility employees performing the services plus indirect costs. Developer shall pay City and Utility for all engineering and inspection services provided by City and Utility within forty-five (45) days of being invoiced. The engineering and inspection services provided pursuant to this paragraph shall not relieve Developer, its employees or contractors from constructing and installing the improvements required by the conditional use permit and this Agreement in accordance with all approved plans and specifications, the conditional use permit, the certified survey map, the Code of General Ordinances for the City of Kenosha, all WDNR requirements, and all Federal and State environmental laws, rules, and regulations, or from providing City and Utility all stamped "as-built" plans and all "as-built" plan certifications required by this Agreement.

5. Developer, at Developer's cost and expense, shall complete a televised inspection of the completed sanitary sewerage facilities required by this Agreement. The televised inspection shall be performed by an inspection service acceptable to Utility. Videotapes and written logs of all sanitary sewerage facilities inspections shall be provided to Utility for review. Any repairs or cleaning identified by the televised inspection shall be promptly performed by Developer and the effected area shall again be subject to a televised inspection. Utility reserves the right to perform the televised inspection of the completed sanitary sewerage facilities at Developer's cost and expense. Developer shall reimburse Utility for the cost of the televised inspection within forty-five (45) days of being invoiced by Utility.
6. Developer, at Developer's cost and expense, shall complete a televised inspection of the completed stormwater drainage facilities required by this Agreement. The televised inspection shall be performed by an inspection service acceptable to City. Videotapes and written logs of all stormwater drainage facilities inspections shall be provided to City for review. Any repairs or cleaning identified by the televised inspection shall be promptly performed by Developer and the effected area shall again be subject to televised inspection. City reserves the right to perform the televised inspection of the completed stormwater drainage facilities at Developer's cost and expense. Developer shall reimburse City for the cost of the televised inspection within forty-five (45) days of being invoiced by City.
7. Utility, at Utility's sole discretion, reserves the right to retain independent testing services in the event Utility determines proper testing is not being performed by Developer or the results of Developer's testing does not conclusively establish to Utility's satisfaction the proper completion of the sanitary sewerage facilities and the water supply and distribution facilities required by this Agreement. Developer shall reimburse Utility for the cost of the independent testing services within forty-five (45) days of being invoiced by Utility.
8. City, at City's sole discretion, reserves the right to retain independent testing services in the event City reasonably determines proper testing is not being performed by Developer or the results of Developer's testing does not conclusively establish to City's satisfaction the proper completion of the improvements required by the conditional use permit and this Agreement. Developer shall reimburse City for the cost of the independent testing services within forty-five (45) days of being invoiced by City.

9. Developer, at Developer's cost and expense, shall use granular trench backfill under all pavement and within twenty-four (24") inches thereof in accordance with City and Utility specifications, the conditional use permit, the certified survey map, and the approved plans. Developer, at Developer's cost and expense, shall provide City and Utility copies of the results of all tests and inspections of the granular trench backfill certified and stamped by a professional engineer registered in the State of Wisconsin certifying proper compaction of the granular trench backfill.

### **III. ASSURANCE OF COMPLETION OF PUBLIC IMPROVEMENTS AND PRIVATE STORM WATER DRAINAGE FACILITIES**

#### **A. Assurances Required**

1. Prior to execution of this Agreement by City and Utility, Developer shall deposit with the Utility General Manager an assurance in the form of cash or an irrevocable letter of credit in an amount established by Utility General Manager equal to one hundred twenty-five (125%) percent of the Utility's estimated cost of sanitary sewerage facilities, water supply and distribution facilities, the engineering and inspection services and the testing services related thereto, and the environmental conditions related thereto, required to be made and provided pursuant to the conditional use permit, this Agreement, all WDNR requirements, and all Federal and State environmental laws, rules, and regulations. Prior to execution of this Agreement by City and Utility, Developer shall deposit with the City Clerk-Treasurer an assurance in the form of cash or an irrevocable letter of credit in an amount established by City Engineer equal to one hundred twenty-five (125%) percent of the City's estimated cost of all other public improvements, private stormwater drainage facilities, the engineering and inspection services and the testing services related thereto, and the environmental conditions related thereto, required to be made and provided pursuant to the conditional use permit, this Agreement, all WDNR requirements, and all Federal and State environmental laws, rules, and regulations. The assurances required pursuant to this paragraph shall be in addition to any other assurances which may be required pursuant to this Agreement and the Code of General Ordinances for the City of Kenosha for the development of the Real Estate which is the subject of the conditional use permit and this Agreement.
2. The assurances required pursuant to Section III. A.1. of this Agreement shall be used to secure Developer's cost of designing, constructing and installing the public improvements and private stormwater drainage facilities required pursuant to the conditional use permit and this Agreement, and to compensate City and Utility for City's and Utility's cost of completing the public improvements, private stormwater drainage facilities, and performing the engineering and inspection services and testing services related thereto, required to be made and provided pursuant to the conditional use permit, this Agreement, all WDNR requirements, and all Federal and State environmental laws, rules, and regulations in the event Developer fails to do so within the time frame required by this Agreement and in accordance with this Agreement, all approved plans and specifications,

the conditional use permit, the certified survey map, the Code of General Ordinances for the City of Kenosha, all WDNR requirements, and all Federal and State environmental laws, rules, and regulations. The assurances required pursuant to Section III.A.I. of this Agreement shall also be used to assure compliance with Developer's guarantee provided in this Agreement.

3. In the event the assurances required pursuant to Section III.A.1. of this Agreement are insufficient to cover one hundred twenty five (125%) percent of the actual cost of the public improvements, private stormwater drainage facilities, the engineering and inspection services and testing services related thereto, and the environmental conditions related thereto, required to be made and provided pursuant to the conditional use permit, this Agreement, all WDNR requirements, and all Federal and State environmental laws, rules, and regulations, Developer upon written demand by City or Utility shall deposit with the City Clerk-Treasurer or Utility General Manager additional assurances in the form of cash or an irrevocable letter of credit in an amount established by City or Utility equal to one hundred twenty-five (125%) percent of the actual cost of the public improvements, private stormwater drainage facilities, the engineering and inspection services and testing services related thereto, and the environmental conditions related thereto, required to be made and provided pursuant to the conditional use permit, this Agreement, all WDNR requirements, and all Federal and State environmental laws, rules, and regulations.
4. Any irrevocable letter of credit to be used by Developer as an assurance pursuant to this Agreement shall be issued by a financial institution authorized to do business in the State of Wisconsin having a financial standing acceptable to the City and Utility, and the form of any irrevocable letter of credit shall be approved in advance by the City Attorney. Any irrevocable letter of credit approved for use by the City Attorney as an assurance pursuant to this Agreement shall remain in effect until completely drawn upon or released by City or Utility. If for any reason, any irrevocable letter of credit approved for use as an assurance pursuant to this Agreement is about to expire and has not been renewed by Developer, City and Utility may draw upon the irrevocable letter of credit and retain the proceeds as a cash assurance pursuant to this Agreement.
5. If and to the extent Developer shall properly complete portions of the public improvements and private stormwater drainage facilities required to be made pursuant to the conditional use permit and this Agreement for which Developer shall have deposited an assurance, then upon written request of Developer, and upon the written recommendation of City Engineer and Utility General Manager, as the case may be, the assurance may be reduced in the amount reasonably recommended by City Engineer and Utility General Manager. In no event shall the assurance be reduced below one hundred twenty-five percent (125%) of the City Engineer's and Utility General Manager's reasonable estimate of the cost of the remaining public improvements, the private stormwater drainage facilities, the engineering, testing and inspection services related thereto, the environmental conditions related thereto, and the guarantee obligations required to be made and provided pursuant to the conditional use permit, this Agreement, all WDNR requirements, and all Federal and State

environmental laws, rules, and regulations. Prior to the reduction of any assurance, Developer shall submit to City and Utility a waiver of lien current to date from all contractors, subcontractors and suppliers. The balance of the remaining assurance shall remain on deposit with the City Clerk-Treasurer and Utility General Manager, as the case may be, until expiration of Developer's guarantee provided in this Agreement. City and Utility shall release the balance of the remaining assurance within forty-five (45) days following expiration of Developer's guarantee provided in this Agreement.

6. In addition to all other remedies, occupancy permits may be withheld by City until the City of Kenosha Department of Community Development and Inspections certifies that the requirements of Chapter XVII of the Code of General Ordinances have been met. In the event any work specified in the conditional use permit and this Agreement is not completed in accordance with this Agreement, all approved plans and specifications, the conditional use permit, the certified survey map, the Code of General Ordinances for the City of Kenosha, all WDNR requirements, and all Federal and State environmental laws, rules, and regulations, City and/or Utility may do or cause the work to be done and charge the cost for the work against any assurance provided pursuant to this Agreement or impose a special charge and/or special assessment against the Real Estate in the event there is no applicable assurance or the assurance is insufficient. The remedies available to City and Utility pursuant to this paragraph shall not relieve Developer of Developer's guarantee provided in this Agreement.

#### **IV. DEDICATION AND GUARANTEE OF PUBLIC IMPROVEMENTS**

##### **A. Dedication of Public Improvements**

Subject to all other provisions of this Agreement, the conditional use permit and the certified survey map, Developer shall, upon completion of all of the public improvements, and without charge to City or Utility, unconditionally give, grant, convey and fully dedicate the public improvements to City and Utility, free and clear of all liens and encumbrances together with all buildings, structures, mains, conduits, pipes, lines, plant machinery, equipment, appurtenances and habiliments which may in any way be a part of or pertain to the public improvements together with any and all easements necessary for access to the public improvements. Developer shall execute such documents deemed necessary by City and Utility to effectuate the dedication of the public improvements pursuant to this paragraph. Upon dedication, City and Utility shall have the right to connect or integrate the dedicated public improvements unto the facilities of City and Utility without charge, award of damages or consent of Developer. Dedication shall not constitute acceptance of any improvement by City or Utility.

##### **B. Guarantee of Public Improvements**

1. Developer shall guarantee all public improvements, required to be made by Developer by the conditional use permit and this Agreement against all defects due to faulty design,

materials or workmanship of which Developer is notified in writing within a period of one (1) year from the date of acceptance of the subject public improvement by the Common Council of the City of Kenosha or the Kenosha Water Utility Board of Water Commissioners. Developer, at Developer's cost and expense, shall make any required repairs. City and Utility reserve the right to perform any required repairs to the public improvements which City and Utility deem necessary on a time and material basis. Developer shall reimburse City and Utility for the cost of repairs within forty-five (45) days of being invoiced by City or Utility.

2. Developer shall be responsible for any settlement of fill material which may occur in any public utility trenches in any right-of-way or easement for a period of one (1) year from the date of the last acceptance by City or Utility of any utility improvement located in such portion of the Real Estate. Developer, at Developer's cost and expense, shall make any required repairs. City and Utility reserve the right to perform any required repairs which City and Utility deem necessary on a time and material basis. Developer shall reimburse City and Utility for the cost of repairs within forty-five (45) days of being invoiced by City or Utility.
3. The assurances required to be provided by Developer pursuant to Section III of this Agreement shall be used to assure Developer's guarantee of the public improvements pursuant to this Section IV and to compensate City and Utility for City's and Utility's cost of performing any repairs to the public improvements guaranteed by Developer pursuant to this Agreement. In the event there is no applicable assurance or in the event the assurance is insufficient, City and/or Utility may do or cause Developer's guarantee work to be done and impose a special charge and/or special assessment against the Real Estate for the cost of the work.

## **V. DEVELOPER INDEMNIFICATION**

Developer shall jointly and severally indemnify, defend and hold harmless City, Utility, their officers, employees and agents (the "Indemnified Parties") from and against all losses, proceedings, claims, liability, charges, damages, costs, and penalties, whether initiated or sought by governmental authorities or private parties, including, but not limited to, reasonable attorney fees and expenses, expert witness fees and expenses, engineering fees and expenses, environmental consultant fees and expenses, investigating fees and expenses, remediation costs, including without limitation any financial assurances required to be posted for completion of remedial work and costs associated with administrative oversight, settlement expenses, and judgments, which any of them may hereafter sustain, incur or be required to pay whether incurred in connection with any judicial or administrative process or otherwise, to the extent arising out of or related to: the razing, removing or disposing of any structures within the Real Estate; any environmental conditions affecting the Real Estate; the presence or alleged presence of hazardous material on or under the Real Estate whether as a result of activities on the Real Estate or on surrounding real estate; the actual or alleged violation of any Federal or State environmental law, rule or regulation; requirements imposed by the Code of General Ordinances for the City of Kenosha; requirements

imposed by all Federal and State environmental laws, rules, and regulations; the design, construction and installation of any of the public improvements or private stormwater drainage facilities required by the conditional use permit and this Agreement; or any claim for labor, materials or supplies furnished in connection with any of the public improvements required by the conditional use permit and this Agreement provided that such indemnity shall not extend to the gross negligence or willful misconduct of the Indemnified Parties and further provided that the Indemnified Parties are not waiving any common law or statutory immunities, limits of liability, monetary liability limitations or notice requirements. Upon the filing with City or Utility of a claim for damages arising out of the acts which Developer herein agrees to indemnify, defend and hold City, Utility, their officers, employees and agents harmless, the City and/or Utility shall notify Developer of such claim, and in the event that Developer does not settle or comprise such claim, Developer shall undertake the legal defense of such claim both on behalf of Developer and/or City and Utility and their officers, employees and agents. It is specifically agreed that City and/or Utility, at City's and Utility's cost and expense, may participate in the legal defense of any such claim. Any judgment, final beyond all possibility of appeal, which may be rendered against City, Utility or any of their officers, employees or agents for any cause for which Developer is liable herewith, shall be conclusive against Developer as to liability and the amount of damages. Any damages, costs or expenses, including reasonable attorney fees sustained, incurred or paid by City, Utility and/or their officers, employees or agents arising out of the acts which Developer herein agrees to indemnify, shall be reimbursed to City, Utility and/or their officers, employees and agents through Developer's assurances required pursuant to this Agreement or through such other means as the City and/or Utility in their sole discretion deem appropriate. This paragraph shall survive installation of the public improvements and private stormwater drainage facilities to effectuate its purpose.

## **VI. CITY RESPONSIBILITIES**

Upon application by Developer and upon payment by Developer of all required fees, City shall process all permit applications and will issue all City permits required for the development of the Real Estate provided Developer is in compliance with all City and Utility conditions of approval, all WDNR requirements, all Federal and State environmental laws, rules, and regulations, the conditional use permit, the certified survey map, this Agreement, and all standards for the issuance of the required City permits set forth in applicable federal, state, county, or City laws, ordinances, resolutions, rules and regulations in effect as of the date the permit is to be issued unless otherwise specified. City shall not be responsible for the installation of any of the 2021 Total Improvements referred to in the letter from the WDOT dated June 18, 2015.

## **VII. MISCELLANEOUS**

### **A. Notice**

Any notice required to be given in this Agreement by any of the Parties is to be by certified mail with return receipt or by personal service addressed to Developer, City or Utility set forth below. Any Party may designate a different address by delivering, sending, or serving

written notice of such change of address upon the other Parties. Notice shall be effective as of the date of delivery, if by hand, or mailing if by certified mail.

If to Continental 315 Fund LLC: Continental 315 Fund LLC  
W134 N8675 Executive Parkway  
Menomonee Falls, Wisconsin 53051  
Attn: Legal Department

If to City: City Clerk/Treasurer  
Municipal Building, Room 105  
625 -52nd Street  
Kenosha, Wisconsin 53140

with copies to: Director of Public Works  
Municipal Building, Room 305  
625 -52nd Street  
Kenosha, Wisconsin 53140

Office of the City Attorney  
Municipal Building, Room 201  
625 -52nd Street  
Kenosha, Wisconsin 53140

If to Utility: General Manager  
Kenosha Water Utility  
4401 Green Bay Road  
Kenosha, Wisconsin 53144

With a copy to: Office of the City Attorney  
Municipal Building, Room 201  
625 -52nd Street  
Kenosha, Wisconsin 53140

**B. Land Dedications and Impact Fees**

Developer, at Developer's cost and expense, shall provide for all land dedications required by Chapter XVII of the Code of General Ordinances. Developer shall pay all impact fees in accordance with Chapter XXXV of the Code of General Ordinances prior to the City issuance of a building permit.

**C. Assignment**

Developer shall not assign or transfer this Agreement without the prior written consent of the City and Utility, which consent shall not be unreasonably withheld. Any unauthorized

assignment or transfer shall be a breach of this Agreement thereby entitling the City and Utility to draw upon the assurances required to be provided pursuant to Section III of this Agreement. Any assignment or transfer shall be conditioned upon the assignee or transferee entering into a written Agreement with City and Utility through which the assignee or transferee agrees to be bound by all of the terms, conditions, and obligations of this Agreement. No assignment or transfer shall relieve Developer of any obligations under this Agreement in the event of breach or default by the assignee or transferee. No assignment or transfer shall be inconsistent with the terms of this Agreement. The assignee or transferee shall have all rights, privileges, and obligations as granted Developer under this Agreement.

**D. Integration**

This Agreement and the other documents incorporated by reference herein embody the entire Agreement and understanding between the Parties and supersede all prior Agreements and understandings relating to the subject matter hereof.

**E. Defaults**

No default shall arise under this Agreement unless the non-defaulting Party has provided the defaulting Party written notice of default and twenty (20) days to cure the default.

**F. Severability**

Any covenant, condition or provision of this Agreement held to be invalid or unenforceable by a court of competent jurisdiction shall be considered deleted from this Agreement, but such deletion shall in no way affect the application or validity of the remaining covenants, conditions or provisions of this Agreement which shall be given effect without the invalid or unenforceable covenant, condition or provision and to this extent, the covenants, conditions and provisions of this Agreement are declared to be severable.

**G. Recordation**

This Agreement shall be recorded in the office of the Register of Deeds for Kenosha County, Wisconsin, and all costs of recordation shall be paid by Developer.

**H. Exhibits, Plans, Agreements, and Easements Incorporated By Reference**

The exhibits attached to this Agreement and the plans, agreements and easements referred to in this Agreement are made a part of this Agreement and are incorporated herein by reference. The plans referred to in this Agreement will be on file with the City of Kenosha Department of Community Development and Inspections upon review and approval by City Engineer and Utility General Manager.

**I. Choice of Law and Venue**

This Agreement, the conditional use permit and the certified survey map shall be construed and enforced according to the laws of the State of Wisconsin. The Parties agree that any matter which may be brought or pursued in court shall be brought and maintained only in the Circuit Court for Kenosha County, Wisconsin, and each Party consents to said venue and the court's personal jurisdiction over each Party.

**J. Waiver of Breach or Violation not Deemed Continuing**

Any Party may, to the extent legally allowed, (a) extend the time for performance of any of the obligations or other acts of the other Parties, (b) waive any inaccuracies in the representations or warranties of the other Parties contained in this Agreement or in any document delivered pursuant to this Agreement and (c) waive any compliance by the other Parties with any of the agreements or conditions contained in this Agreement. The waiver by any Party of a breach or violation of any provision of this Agreement shall not operate as or be construed to be a waiver of any or other subsequent breach or violation of any provision of this Agreement. No breach or violation of any provision of this Agreement shall be waived except by an agreement in writing signed by the waiving Party.

**K. Construction**

The Parties agree that each Party has contributed substantially and materially to the preparation of this Agreement and that as a result, this Agreement shall not be construed more strictly against one Party or another merely by virtue of the fact that it may have been prepared primarily by counsel for City.

**L. Time of the Essence**

It is understood and agreed by the Parties that time is of the essence with respect to the provisions of this Agreement specifying dates and deadlines.

**M. Binding Effect**

This Agreement shall run with the Real Estate and shall be binding upon Developer, Developer's successors and assigns, and Developer's successors in title. The guarantee of Developer set forth in Section IV shall be for the period specified therein. Any recorded easements, agreements, covenants, and restrictions shall be binding for the time set forth therein, or if no time is specified, for the time provided under applicable Wisconsin law.

**N. Amendment**

This Agreement may only be amended by the mutual written consent of the Parties and subject to the approval of any such amendment by the Common Council for the City of Kenosha and the Kenosha Water Utility Board of Water Commissioners.

- O. The Parties acknowledge and agree that any future development of the Real Estate beyond the Phase I Development of the Real Estate which is the subject of the conditional use permit attached as Exhibit C and this Agreement shall require approval of a conditional use permit by City and approval of a development agreement by City and Utility.

**VIII. AUTHORIZATION**

- A. Developer represents to City and Utility that Developer is a Wisconsin limited liability company, is in good standing in Wisconsin, that all acts which are a condition precedent to entering into this Agreement have thereby taken place, and that the individual executing this Agreement on behalf of Developer has the authority to do so and to bind Developer to the terms and conditions of this Agreement.
- B. Utility enters into this Agreement by authority of action taken by the Board of Water Commissioners on the \_\_\_\_\_ day of \_\_\_\_\_, 2015.
- C. City enters into this Agreement by authority of action taken by its Common Council on the \_\_\_\_\_ day of \_\_\_\_\_, 2015.

*Signature Pages Follow*

IN WITNESS WHEREOF, the Parties hereto have hereunto executed this Agreement on the dates below given.

KENOSHA WATER UTILITY  
A Wisconsin Municipal Water Utility

BY: \_\_\_\_\_  
JAN MICHALSKI, Chairperson  
Board of Water Commissioners

Date: \_\_\_\_\_

BY: \_\_\_\_\_  
EDWARD ST. PETER  
General Manager, Kenosha Water Utility

Date: \_\_\_\_\_

STATE OF WISCONSIN)  
:SS.  
COUNTY OF KENOSHA)

Personally came before me this \_\_\_\_ day of \_\_\_\_\_, 2015, Jan Michalski, Chairperson of the Board Of Water Commissioners, and Edward St. Peter, General Manager of the Kenosha Water Utility, a Wisconsin municipal water Utility, to me known to be such Chairperson and General Manager of said municipal water Utility, and acknowledged to me that they executed the foregoing instrument as such officers as the Agreement of said municipal water Utility, by its authority.

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

THE CITY OF KENOSHA, WISCONSIN  
A Wisconsin Municipal Corporation

BY: \_\_\_\_\_  
KEITH G. BOSMAN, Mayor

Date: \_\_\_\_\_

BY: \_\_\_\_\_  
DEBRA SALAS, City Clerk/Treasurer

Date: \_\_\_\_\_

STATE OF WISCONSIN)  
:SS.  
COUNTY OF KENOSHA)

Personally came before me this \_\_\_\_ day of \_\_\_\_\_, 2015, Keith G. Bosman, 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.

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

CONTINENTAL 315 FUND LLC  
A Wisconsin Limited Liability Company

BY: Continental Properties Company, Inc.,  
It's Manager

BY: \_\_\_\_\_  
DANIEL J. MINAHAN, It's President

Date: \_\_\_\_\_

STATE OF WISCONSIN)  
:SS.  
COUNTY OF \_\_\_\_\_)

Personally came before me this \_\_\_ day of \_\_\_\_\_, 2015, Daniel J. Minahan, President of Continental Properties Company, Inc., a Wisconsin corporation, the manager of Continental 315 Fund LLC, a Wisconsin limited liability company, to me known to be such President of said corporation, and acknowledged to me that he executed the foregoing instrument as such officer as the Agreement of said limited liability company, by its authority.

Drafted By:  
JONATHAN A. MULLIGAN  
Assistant City Attorney  
City of Kenosha  
625 52nd Street, Room 201  
Kenosha, Wisconsin 53140



EXHIBIT A  
LEGAL DESCRIPTION OF PROPERTY

Lot One (1), Outlot One (1), Lot Two (2), and Outlot Two (2) of CERTIFIED SURVEY MAP NO. \_\_\_\_\_, being a division of part of Lot Two (2) of Certified Survey No. 2297 and lands, being a part of the Northeast One-quarter (1/4) and Southeast One-quarter (1/4) of the Southwest One-quarter (1/4), and the Northwest One-quarter (1/4) and Southwest One-quarter (1/4) of the Southeast One-quarter (1/4) of Section One (1), in Township One (1) North, Range Twenty-one (21) East, in the City of Kenosha, Kenosha County, State of Wisconsin, recorded in the Office of the Register of Deeds for Kenosha County on \_\_\_\_\_, 2015, as Document No. \_\_\_\_\_.

EXHIBIT B  
CERTIFIED SURVEY MAP

CERTIFIED SURVEY MAP TO BE INCLUDED UPON DEVELOPER SATISFYING ALL CONDITONS APPROVED BY THE COMMON COUNCIL AND PRIOR TO EXECUTION OF THIS DEVELOPMENT AGREEMENT BY THE CITY AND UTILITY.

EXHIBIT C  
CONDITIONAL USE PERMIT

Document Number	<b>CONDITIONAL USE PERMIT STATE OF WISCONSIN</b>
-----------------	------------------------------------------------------

The City Plan Commission of the City of Kenosha, Wisconsin, hereby grants to North Shore Bank, FSB, owner of the parcel, described with more particularity in the legal description attached hereto as "Exhibit A" and incorporated herein by reference a Conditional Use Permit for a 280-unit multi-family development, as approved by the City Plan Commission on December 10, 2015. This Conditional Use Permit is binding upon all future successors, assigns, owners, lessees, and/or tenants and shall be considered a covenant that runs with the land.

The following Exhibits are attached hereto:

- Exhibit A - Legal Description
- Exhibit B - Site Plan
- Exhibit C - Public Works Memo
- Exhibit D - Kenosha Water Utility Memo

The full approved plan set is on file with the Department of Community Development & Inspections at the Municipal Building, 625 52nd Street, Room 308, Kenosha, WI 53140.

*Recording Area*  
*Name and Return Address:*  
 City of Kenosha  
 Community Development & Inspections  
 625 52nd Street - Room 308  
 Kenosha, WI 53140

**Effective Date: December 15, 2015**

The following Conditions of Approval shall apply to the property described in "Exhibit A":

**Parcel Identification Number**  
03-121-01-420-212

***Springs at Kenosha at 12742 71st Street***  
**CONDITIONS OF APPROVAL**

1. The following Conditions of Approval will run with the land and shall be included in a document recorded with the Kenosha County Register of Deeds:
  - a. The applicant shall obtain all required construction permits from the Department of Community Development & Inspections. This includes, but is not limited to Erosion Control, Building, Plumbing, Electrical, Fence and Occupancy permits.
  - b. The applicant shall obtain Driveway, Sidewalk, Street Opening, Stormwater and Parking Lot permits from the Department of Public Works.
  - c. All signs shall comply with Chapter 15 of the Code of General Ordinances and the applicant shall obtain sign permits for all new signs. A separate submission and permits are required for all signs. Sign information provided under the Conditional Use Permit is for reference only and does not constitute sign permit approval.
  - d. The development shall be constructed per the approved plans on file with the Department of Community Development & Inspections, Room 308, 625 52nd Street, Kenosha, WI 53140. Any changes to the approved plans shall require an amendment to the Conditional Use Permit. All changes shall be submitted to the Department of Community Development & Inspections for review and approval.
  - e. Prior to the issuance of any Occupancy permits, all parking areas, drives and designated paved areas shall have the initial lift of asphalt installed. The building exterior shall be completed per the approved plans, the exterior lighting shall be installed and the Conditional Use Permit shall be recorded with the Kenosha County Register of Deeds. All improvements indicated on the plans, including landscaping, shall be installed prior to the issuance of a final Occupancy permit. The recording fees for the Conditional Use Permit shall be submitted by the applicant.
  - f. Compliance with City and State and/or Federal Codes and Ordinances and any Conditions noted in the recorded Developers Agreement. The buildings shall comply with the current Code standards in effect upon application for a building permit.

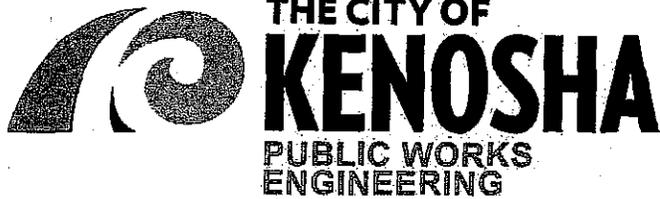
- g. All trash containers shall be stored within the enclosure or building. The applicant/owner shall be responsible for waste collection and removal for the development. The City of Kenosha shall not provide waste collection or removal services or incur any cost in this regard.
  - h. The applicant shall meet all applicable Conditions of Approval and obtain a building permit within twelve (12) months of City Plan Commission approval. Building permits for all other buildings shall be obtained within two (2) years of the City Plan Commission approval of the Conditional Use Permit or the Conditional Use Permit shall be null and void.
  - i. All vehicles shall be parked within designated paved areas
  - j. All improvements, including landscaping, shall be maintained per the approved plans. Any damaged fencing, landscaping or building shall be replaced or reconstructed per the approved plans.
  - k. Cross access shall be provided to adjacent parcels, if required, at a future date by the City.
  - l. Prior to final Occupancy of the building, the applicant shall provide an electronic copy of the following information to the Fire Prevention Bureau:
    - i. Site Plan as-built
    - ii. Floor Plan as-built
    - iii. Site Utilities
    - iv. Sprinkler Plans
    - v. Fire Alarm Plan
2. The following conditions of approval shall be satisfied with City Staff prior to the issuance of any construction permits.
- a. The comments in the Public Works memo dated November 18, 2015.
  - b. The comments in the Kenosha Water Utility memo dated November 19, 2015.
  - c. All buildings must be fully fire alarmed and sprinklered per NFPA Standards. The Knox Box<sup>®</sup> Rapid Entry System is required on all buildings and electronic gate switches along with gate control devices for first responder apparatus. All alarms and sprinklers to be plan reviewed and permitted by the Kenosha Fire Department.
  - d. The proposed cross access from 71st Street to the south property line across Outlot 1 shall be moved to the west. The centerline of the Easement and your easternmost access point north of 71st Street can be no closer than one hundred twenty-five (125') feet.
  - e. A Phasing Plan shall be submitted for review and approval by the City. The Phasing Plan shall be amended to show that both private connections to 71st Street shall be constructed with the first phase.
  - f. The proposed paving for the emergency access to the east lot line must extend to the property line.
  - g. Two (2) different building elevations were provided, but the Site Plan does not include any notation on which building relates to which elevation. Revise the Site Plan to indicate which building is "Building 1A" and which building is "Building 2B".
  - h. Plan C300 shall indicate that all soil stockpiles must be removed prior to issuance of any Occupancy permits.
  - i. A detailed Construction Access Plan shall be submitted for City review and approval.



EXHIBIT A  
LEGAL DESCRIPTION OF PROPERTY

Lot One (1), Outlot One (1), Lot Two (2), and Outlot Two (2) of CERTIFIED SURVEY MAP NO. \_\_\_\_\_, being a division of part of Lot Two (2) of Certified Survey No. 2297 and lands, being a part of the Northeast One-quarter (1/4) and Southeast One-quarter (1/4) of the Southwest One-quarter (1/4), and the Northwest One-quarter (1/4) and Southwest One-quarter (1/4) of the Southeast One-quarter (1/4) of Section One (1), in Township One (1) North, Range Twenty-one (21) East, in the City of Kenosha, Kenosha County, State of Wisconsin, recorded in the Office of the Register of Deeds for Kenosha County on \_\_\_\_\_, 2015, as Document No. \_\_\_\_\_.





**TO:** Brian Wilke, Development Coordinator

**FROM:** Shelly Billingsley, P.E.  
City Engineer

*Shelly Billingsley*  
11-18-15

**DATE:** November 18, 2015  
**SUBJECT:** PLAN REVIEW COMMENTS  
**Project Description:** Springs at Kenosha  
**Location:** 71<sup>st</sup> Street and 125<sup>th</sup> Avenue

Our staff has reviewed the plans for this project. The following comments are provided:

Parking Lot Ordinance Compliance	Sufficient	Deficient	Not Applicable
Parking Lot Paved	X		
Standard Stall Width	X		
Parking Lot Layout	X		
Parking Lot Lighting Shown		X	
Parking Lot Lighting Adequate		X	
Handicapped Parking	X		
Driveway Locations	X		
Driveway Width	X		
Passing Blister or Accel/Decel Lanes			X
Sidewalks Adequate	X		
Drive Thru Lane Design			X

Public Streets	Sufficient	Deficient	Not Applicable
Geometric Design	X		
Pavement Width	X		
Pavement Thickness Design	X		
Established Grades	X		
Plan Details	X		
Sidewalks	X		
Street Lights		X	

Site Grading/Drainage	Sufficient	Deficient	Not Applicable
Drainage Plan	X		
Storm Sewer		X	
Storm Water Detention	X		
Drainage Calculations	X		

Project Approval/Permits Needed	Yes	No	Not Applicable
Project Approved for Permitting		X	
Withhold Permits: See Comments	X		
Approve Footing/ Foundation Only (per condition)			X
Parking Lot Permit Required	X		
Driveway Permits Required	X		
Sidewalk Permit Required	X		
Street Opening Permit Required	X		
Stormwater Permit Required	X		
Erosion Control Required	X		

**Grading & Drainage Comments:**

1. COMPLETE
2. Sheet C102, Site plan note #21 calls for a car care area with an oil and water separator. Provide a detail of the oil/water separator. The only plumbing sheet submitted was Sheet P6.02 which did not show anything regarding the oil/water separator?
3. Sheet D100 – Conflicting information on abandoned in place vs remove existing storm sewer. Storm sewer shall be removed. Need to follow up with WisDOT to determine if Abandoning will be allowed at the intersection 125<sup>th</sup> Ave.
4. Storm sewer pipe materials are not labeled on the plan. All storm sewers within the City's right of way and entering or exiting the detention pond must be RCP. Found the note that stated All Pipe is to be HDPE unless otherwise noted, however, only 2 pipes were observed to be RCP an all others were not labeled in the street on sheets C502 & C503.
5. The erosion control plans were not reviewed as a part of the CUP process. They will be reviewed when an erosion control permit application is submitted to the City.
6. The project will require a stormwater maintenance agreement before occupancy can be issued. A template of the agreement will be sent separately to the project engineer.
7. The project will require that a stormwater permit be issued prior to construction. This can only be issued once staff concludes that the plans meet the City's stormwater ordinance and all stormwater related items are approved.
8. COMPLETE
9. All stormwater ponds will need to have an access easement for City use if needed. Easement shown on CMS, need to show on plan set.
10. COMPLETE
11. COMPLETE
12. COMPLETE
13. COMPLETE
14. COMPLETE
15. COMPLETE

16. COMPLETE
17. COMPLETE
18. COMPLETE

**New Drainage Comments for Review #2:**

19. Provide concurrence letters/approval of work letters (or permits) from Wisconsin DNR and Army Corp.
20. Pond overflow must be constructed following instructions in "Overflow Capacity" section of Appendix F in the Developers Review Application Packet, change overflow detail accordingly. 18 inches of rip-rap is required beneath the turf reinforcement.

**Traffic Comments:**

1. Need Lighting Plan with photometrics shown for parking lot, 71<sup>st</sup> Street, and 125<sup>th</sup> Avenue.
2. COMPLETE
3. COMPLETE
4. COMPLETE
5. The proposed retaining wall on the south side of the end of 71<sup>st</sup> Street will need a railing. Provide a structural plan of the wall signed by a PE and a detail of a proposed railing/fence. All walls greater than 5' in height require a railing/fence and will need a permit to install.
6. COMPLETE
7. COMPLETE
8. COMPLETE
9. COMPLETE
10. COMPLETE
11. COMPLETE
12. COMPLETE
13. Review of TIA still in progress.
14. COMPLETE.
15. COMPLETE
16. Sidewalk ramp at east end of 71<sup>st</sup> Street needs to be moved to the intersection of 125<sup>th</sup> Avenue.
17. Asphalt pavement mix is PG58-28.
18. COMPLETE
19. COMPLETE

**New Traffic Comments for Review #2:**

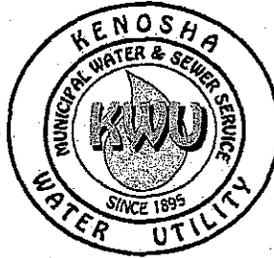
20. Need parkway trees in right-of-way on north side of 71<sup>st</sup> Street.
21. The proposed retaining wall on the south side of the end of 71<sup>st</sup> Street will need a railing/fence. Provide a structural plan of the wall signed by a PE and a detail of a proposed railing/fence. All walls greater than 5' in height require a railing/fence and will need a permit to install. Sheet C912 Retaining wall detail does not show the fence or railing. Sheet L104 states to see Sheet C911 which does not exist. Show retaining wall off-set from the right-of-way. Indicate on a detail the distance the grid is being placed into the right-of-way.
22. WisDOT may determine the exact location of the handicap ramp at SW corner of 71<sup>st</sup> Street and 125<sup>th</sup> Avenue.
23. Sidewalk on north side of 71<sup>st</sup> Street needs to extend to the east property line and line up to the new sidewalk along the west side of 125<sup>th</sup> Avenue.
24. A corner easement for the public sidewalk on the SW corner of 71<sup>st</sup> Street and 125<sup>th</sup> Avenue may be needed depending on grades.
25. The driveway openings need an approved variance for the Street Type Opening. Submit a formal request for variance to show high volume driveway per Chapter 5.085(C)(8a-c) of the City Ordinance. Request should be addressed to the City Engineer, Shelly Billingsley for her approval.

cc: Cathy Austin; Shelly Billingsley; Greg Holverson; Kile Kuhimey; Gerard Koehler, Kevin Risch

**Engineering Services**

4401 Green Bay Road  
Kenosha WI 53144

Phone (262) 653-4315  
Fax (262) 653-4303



*"Providing and Protecting Kenosha's Greatest Natural Resource"*

MEMO

To: Brian Wilke, Development Coordinator

From: Ian C. Bagley, P.E., Water Engineer

Date: November 19, 2015

Subject: Springs at Kenosha Revised Plans (Review #2)

Location: 71<sup>st</sup> Street and 125<sup>th</sup> Avenue

The Kenosha Water Utility (KWU) has reviewed the submittal for the above referenced project. Further information from the Developer is required before the Utility can complete this review. Please withhold all permits until the following information is submitted.

1. Based on the two inch (2") meter size shown on the plans, each building will incur a sanitary sewer connection fee of \$26,252.00 which must be paid prior to connecting. It is assumed that this is the same meter size for all buildings, including the Clubhouse and Car Care Area. Please advise if this is incorrect.
2. Please note that all private fire hydrants shall be painted "Caution Blue" (Mueller Paint Code JS) and not red. Only public fire hydrants shall be painted red.
3. The November 4, 2015 response letter indicated that there were details on the plans regarding the adjustment of the valve vault along the north side of 71<sup>st</sup> Street near Station 10+45. However, there are no notes regarding adjustment of the vault apparent on the plan. Please provide details regarding this as well as any adjustment necessary to Existing Sanitary Manhole 2 at the southwest corner of the intersection of 71<sup>st</sup> Street and 125<sup>th</sup> Avenue.
4. Written authorization must be provided for KWU access to the sampling manhole south of the Car Care Area.

The following comments are in reference to specific items on the plans:

Sheet C603

- Please label SAN MH 5 as an outside drop manhole.

#### Sheet C702

- The check valve and vault at Sta. 0+33.08 will not be owned or maintained by KWU and shall be moved north of the north right-of-way line of 71<sup>st</sup> Street.

#### Sheet C703

- The check valve and vault at Sta. 20+26.93 will not be owned or maintained by KWU and shall be moved north of the north right-of-way line of 71<sup>st</sup> Street.
- There must be a valve directly north and south of the check valve in accordance with NR 811.63.
- The eight inch (8") valve at Sta. 20+21.88 will be in a valve box and not in a vault as the profile note indicates.

#### Sheet C802

- There is insufficient separation between the proposed private sanitary sewer and the existing water main near Station 3+00. The top of the existing 12" water main is approximately 713.1± and the bottom of the proposed 8" sanitary sewer is approximately 714.2±. Please revise the sanitary sewer to provide adequate separation or offset the water main accordingly to provide eighteen inches (18") of vertical separation at the crossing.
- The profile note regarding water main and sanitary sewer separation near Sta. 2+60 shall state that the water main shall be offset over the sanitary sewer, not underneath. The water main in this location will already be 4-5 feet deeper as a result of the roadway buildup and placing it even deeper will make it more difficult to maintain.
- Any public water main offsets shall be made with ductile iron pipe in order to maintain electrical conductivity of the existing ductile iron main. Additionally, all offsets will need to be coordinated with the residents at 13106 and 12912 75<sup>th</sup> Street as their water main service will need to be interrupted.
- Please label SAN MH 1 as an outside drop manhole.
- The stationing for SAN MH 14 appears to reference a different alignment than 71<sup>st</sup> Street and needs to be revised.

#### Sheet C803

- The stationing for the water main offset near Sta. 8+00 appears to reference a different alignment than 71<sup>st</sup> Street and needs to be revised.
- The water main offset near Sta. 8+00 shall be offset over the storm sewer, not underneath. The water main in this location will be very difficult to maintain if it is offset underneath the storm sewer. Also, see the previous comments from Sheet C802 regarding offsets of the public water main.
- Provide information for the sanitary sewer and water main services to the south near Sta. 14+00. There is currently no length, slope, or invert elevations shown for these services. Additionally, there will need to be a tapping valve for the water service as well as a service valve within ten feet (10') of the south right of way.
- Provide the length and slope of the sanitary sewer main between EXIST. SAN MH 2 and SAN MH 15.

- The existing sanitary sewer main east of EXIST. SAN MH 2 is drawn with a storm sewer line type and must be revised.

CC: Mr. Robert Carlson, P.E., Director of Engineering Services

TEMPORARY TURNAROUND  
EASEMENT AND AGREEMENT BETWEEN  
CONTINENTAL 315 FUND LLC  
AND THE CITY OF KENOSHA

Document Number

Document Title

This space is reserved for recording data

Return to:

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

Part of 03-121-01-420-212  
Parcel Identification Number

TEMPORARY TURNAROUND EASEMENT AND AGREEMENT

Between

CONTINENTAL 315 FUND LLC  
A Wisconsin Limited Liability Company

And

THE CITY OF KENOSHA  
A Municipal Corporation

This Temporary Turnaround Easement and Agreement (“Easement and Agreement”) effective as of the last date of execution is entered into between Continental 315 Fund LLC, a Wisconsin limited liability company with principal offices located at W134 N8675 Executive Parkway, Menomonee Falls, Wisconsin 53051 (“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 52<sup>nd</sup> Street, Kenosha, Wisconsin 53140 (“Grantee”).

RECITALS:

WHEREAS, Grantor is the owner of the real estate identified as Lot 1 and Lot 2 of Certified Survey Map No. \_\_\_\_\_, recorded with the Kenosha County Register of Deeds on \_\_\_\_\_, 2015 as Document No. \_\_\_\_\_ (“Grantor’s Real Estate”) shown on attached Exhibit A; and

WHEREAS, Grantor desires to develop Lot 1, the development of which requires the Grantor to design, construct and install 71<sup>st</sup> Street, all pursuant to a Conditional Use Permit and a Development Agreement between Grantor, Grantee and the Kenosha Water Utility; and

WHEREAS, in order to provide for the development of Lot 1 and until 71<sup>st</sup> Street is further extended and improved by future development, the City of Kenosha requires that a temporary turnaround be constructed at the location and in the manner set forth in the Conditional Use Permit and Development Agreement; and

WHEREAS, Grantor desires to cooperate with the City of Kenosha in granting a temporary turnaround easement on portions of the Grantor’s Real Estate to allow the development of Lot 1 of Grantor’s Real Estate pursuant to the Conditional Use Permit and the Development Agreement.

NOW, THEREFORE, in consideration of the mutual obligations contained herein, and for good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the Grantor and Grantee agree as follows:

1. Grant of Easement. Grantor hereby grants to Grantee a temporary, non-exclusive easement upon, over, through, across and along certain portions of the Grantor's Real Estate legally described and shown on attached Exhibit B ("the Temporary Turnaround Easement Area") for ingress and egress to 71<sup>st</sup> Street.
2. Use of Easement. The easement granted in Paragraph 1 is to provide pedestrian and vehicular access, ingress and egress at any and all times to that portion of 71<sup>st</sup> Street to be designed, constructed, installed and dedicated to the public for street purposes as part of the development of Lot 1 pursuant to the Conditional Use Permit and the Development Agreement between the Grantor, Grantee and the Kenosha Water Utility. Grantor nor any of Grantor's officers, employees, agents, contractors, subcontractors, representatives, successors, and assigns, including Grantor's successors in title to the Grantor's Real Estate shall obstruct, interfere or prevent the exercise by the Grantee of the use of the Temporary Turnaround Easement Area for the purposes granted by this Easement and Agreement. Any obstruction or impediments to the use of the Temporary Turnaround Easement Area may be removed, without notice, by the Grantee and the cost of such removal shall be borne by the party causing or responsible for such obstruction or impediment.
3. Maintenance. Grantor, at Grantor's cost and expense, shall at all times be responsible for the maintenance of the Temporary Turnaround Easement Area, including snowplowing, unless and until the street improvements and all curbs and gutters on 71<sup>st</sup> Street and the Temporary Turnaround Easement Area are accepted by Grantee. Upon acceptance of the street improvement as provided in the Development Agreement, Grantee shall maintain the Temporary Turnaround Easement Area subject to the guarantee of Grantor provided in the Development Agreement until this Easement and Agreement is terminated as provided in Paragraph 4.
4. Termination. This Easement and Agreement and any obligation of Grantee imposed by this Easement and Agreement shall terminate upon acceptance by Grantee of any future street improvements to 71<sup>st</sup> Street west of the Temporary Turnaround Easement Area.
5. Restoration. Grantee shall not be responsible for the removal of any improvements within the Temporary Turnaround Easement Area or for the restoration of the Temporary Turnaround Easement Area upon termination of this Easement and Agreement.

6. Not A Public Dedication. Notwithstanding the temporary grant of the Temporary Turnaround Easement Area to the Grantee for ingress and egress to 71<sup>st</sup> Street, nothing contained in this Easement and Agreement shall or shall be deemed to constitute a gift or dedication of any portion of the Temporary Turnaround Easement Area to the public, it being the intention of the Grantor and Grantee that this Easement and Agreement shall be strictly limited to and for the temporary purposes set forth herein.
7. Successors and Assigns. All of the terms and conditions in this Easement and Agreement, including the benefits and burdens, shall run with the land and shall be binding upon, inure to the benefit of, and be enforceable by the Grantor and Grantee.
8. Notices. Any notice required to be given in this Easement and Agreement by the Grantor or Grantee is to be by certified mail with return receipt or by personal service addressed to the Grantor and Grantee as the case may be as set forth below. Either party may designate a different address by delivering, sending, or serving written notice of such change of address upon the other party. Notices shall be effective as of the date of delivery, if by hand, or mailing if by certified mail.

To the Grantor: Continental 315 Fund LLC  
W134 N8675 Executive Parkway  
Menomonee Falls, Wisconsin 53051

To the Grantee: City Clerk/Treasurer  
Municipal Building, Room 105  
625 52<sup>nd</sup> Street  
Kenosha, Wisconsin 53140

With copies to: Director of Public Works  
Municipal Building, Room 305  
625 52<sup>nd</sup> Street  
Kenosha, Wisconsin 53140

Office of the City Attorney  
Municipal Building, Room 201  
625 52<sup>nd</sup> Street  
Kenosha, Wisconsin 53144

9. Governing Law. This Easement and Agreement shall be construed and enforced in accordance with the laws of the State of Wisconsin.
10. Severability. Any covenant, condition or provision of this Easement and Agreement held to be invalid or unenforceable by a court of competent jurisdiction shall be

considered deleted from this Easement and Agreement, but such deletion shall in no way affect the application or validity of the remaining covenants, conditions or provisions of this Easement and Agreement which shall be given effect without the invalid or unenforceable covenant, condition or provision and to this extent, the covenants, conditions and provisions of this Easement and Agreement are declared to be severable.

11. Entire Agreement. This Easement and Agreement shall constitute the entire agreement pertaining to the use and maintenance of the Temporary Turnaround Easement Area and any prior understanding or representation of any kind shall not be binding upon any party except to the extent incorporated in this document.
12. Waivers. No delay or omission by either party in exercising any right or power arising out of any default under any of the terms or conditions of this Easement and Agreement shall be construed to be a waiver of the right or power. A waiver by a party of any of the obligations of the other party shall not be construed to be a waiver of any breach of any other terms or conditions of this Easement and Agreement.
13. Enforcement. Enforcement of this Easement and Agreement may be by proceedings at law or in equity against any person or persons violating or attempting or threatening to violate any term or condition in this Easement and Agreement, either to restrain or prevent the violation or to obtain any other relief. If a suit is brought to enforce this Easement and Agreement, the prevailing party shall be entitled to recover its costs, including reasonable attorney fees, from the nonprevailing party.
14. Amendment. This Easement and Agreement may be amended or terminated by a written recorded instrument signed by the Grantor and Grantee.

*Signature Pages Follow*

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

GRANTOR:

CONTINENTAL 315 FUND LLC  
A Wisconsin Limited Liability Company  
By: Continental Properties Company, Inc., its  
Manager

BY: \_\_\_\_\_  
DANIEL J. MINAHAN, its President

Date: \_\_\_\_\_

STATE OF WISCONSIN)  
:SS.  
COUNTY OF WAUKESHA)

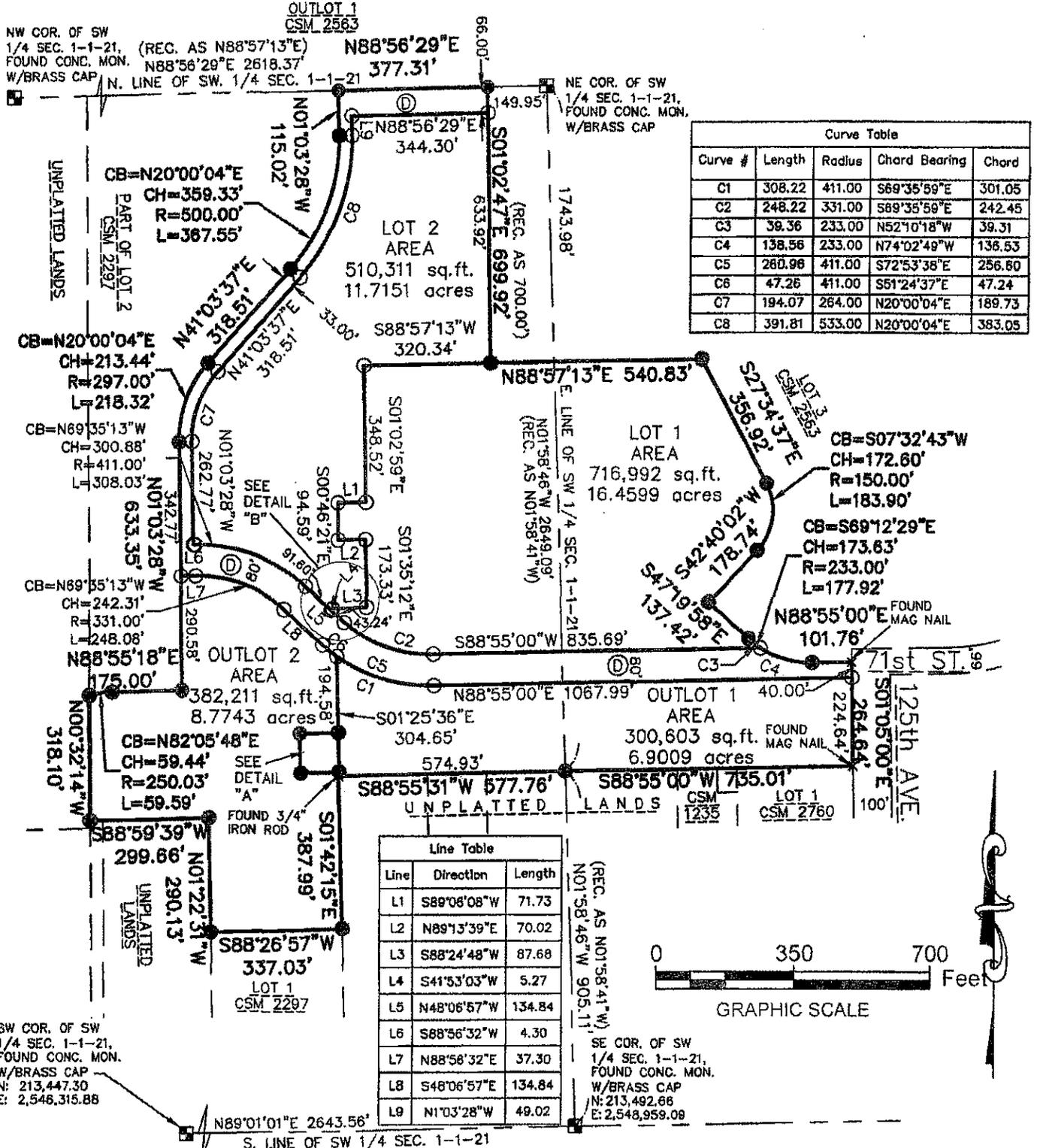
Personally came before me this \_\_\_\_ day of \_\_\_\_\_, 2015, Daniel J. Minahan, President of Continental Properties Company, Inc., the Manager of Continental 315 Fund LLC, a limited liability company, to me known to be such President of said corporation, and acknowledged to me that he executed the foregoing instrument as such officer as the agreement of said corporation as manager of said limited liability company, by its authority.

\_\_\_\_\_  
Print Name: \_\_\_\_\_  
Notary Public, Waukesha County, WI.  
My Commission expires/is: \_\_\_\_\_





# PROPERTY EXHIBIT A



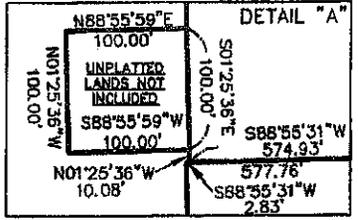
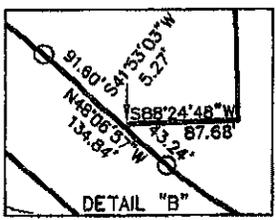
**R.A. Smith National, Inc.**

*Beyond Surveying  
and Engineering*

16745 W. Bluemound Road, Brookfield WI 53005  
 262-781-1000 Fax 262-797-7373 www.rasmithnational.com  
 Appleton, WI Orange County, CA Pittsburgh, PA

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**SHEET 1 OF 1 SHEETS**



# EASEMENT EXHIBIT B

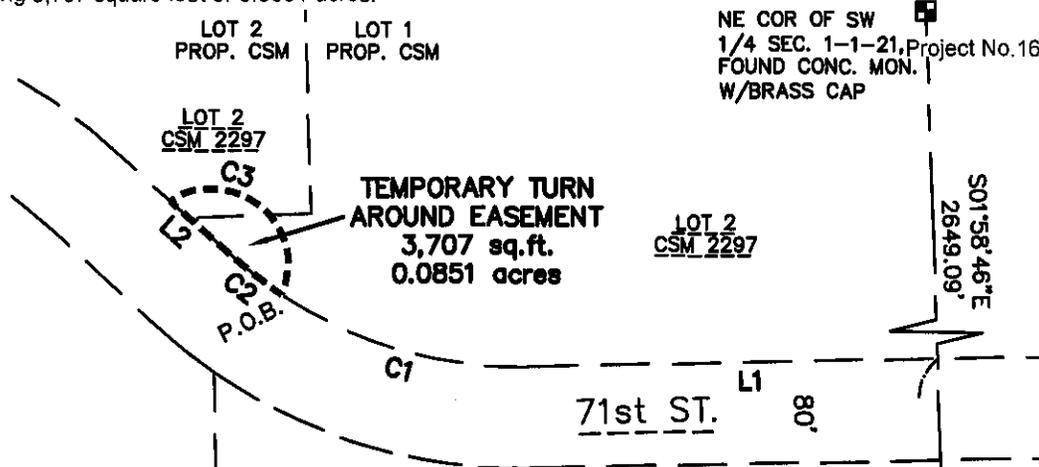
## TEMPORARY TURN AROUND EASEMENT

Situated on 71st Street, in the City of Kenosha, Kenosha County, Wisconsin.

Part of Lot 2 of Certified Survey No. 2297, being a part of the Southeast 1/4 of the Southwest 1/4 of Section 1, Township 1 North, Range 21 East, in the City of Kenosha, Kenosha County, Wisconsin, bounded and described as follows:

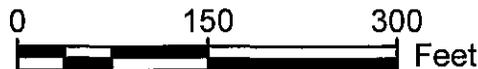
COMMENCING at the Southeast corner of said Southwest 1/4 Section; thence North 01°58'46" West along the East line of said Southwest 1/4 Section 1209.79 feet to a point on the North line of proposed 71st Street extension; thence South 88°55'00" West along said North line 328.19 feet to a point; thence Northwesterly along said North line and the arc of a curve whose center lies to the North, whose radius is 331.00 feet and whose chord bears North 73°36'18" West 198.83 feet to the point of beginning of lands to be described; thence Northwesterly along said North line and the arc of a curve whose center lies to the Northeast, whose radius is 331.00 feet and whose chord bears North 52°07'17" West 46.24 feet to a point; thence North 48°06'57" West along said North line 68.53 feet to a point; thence Southeasterly along the arc of a curve whose center lies to the Southwest, whose radius is 60.00 feet and whose chord bears South 49°43'46" East 114.71 feet to the point of beginning. Containing 3,707 square feet or 0.0851 acres.

December 8, 2015



Curve Table				
Curve #	Length	Radius	Chord Bearing	Chord
C1	201.95'	331.00'	N73°36'18"W	198.83'
C2	46.28'	331.00'	N52°07'17"W	46.24'
C3	152.72'	60.00'	S49°43'46"E	114.71'

Line Table		
Line #	Direction	Length
L1	S88°55'00"W	328.19'
L2	N48°06'57"W	68.53'



GRAPHIC SCALE

**R.A. Smith National, Inc.**

*Beyond Surveying  
and Engineering*

16745 W. Bluemound Road, Brookfield WI 53005  
262-781-1000 Fax 262-797-7373 www.rasmithnational.com  
Appleton, WI Orange County, CA Pittsburgh, PA

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R.A. Smith National, Inc.



CITY PLAN COMMISSION  
Staff Report - Item 11

Thursday, December 10, 2015 at 5:00 pm  
Municipal Building  
625 52nd Street - Room 202 - Kenosha, WI 53140

Quit Claim Deed from Anchor Bank fsb to the City of Kenosha regarding 0.1748 acres for 71st Street Right-of-Way West of 125th Avenue. (District 16) PUBLIC HEARING

**NOTIFICATIONS AND APPROVAL REQUIREMENTS:**

Aldersperson Johnson, District 16, has been notified. This item will also be reviewed by Public Works Committee before final approval by the Common Council.

**LOCATION AND ANALYSIS:**

**Site:** 71st Street West of 125th Avenue

1. The Quit Claim Deed dedicates a portion of 71st Street to the City.
2. The property is currently owned by Anchor Bank.
3. The right-of-way will be improved by the developer of Springs at Kenosha under a separate Developer Agreement.

**RECOMMENDATION:**

A recommendation is made to accept the Quit Claim Deed.

Rich Schroeder, Deputy Director

Jeffrey B. Labahn, Director



# DEDICATION EXHIBIT

## CITY OF KENOSHA

Situated on 71st Street, in the City of Kenosha, Kenosha County, Wisconsin.

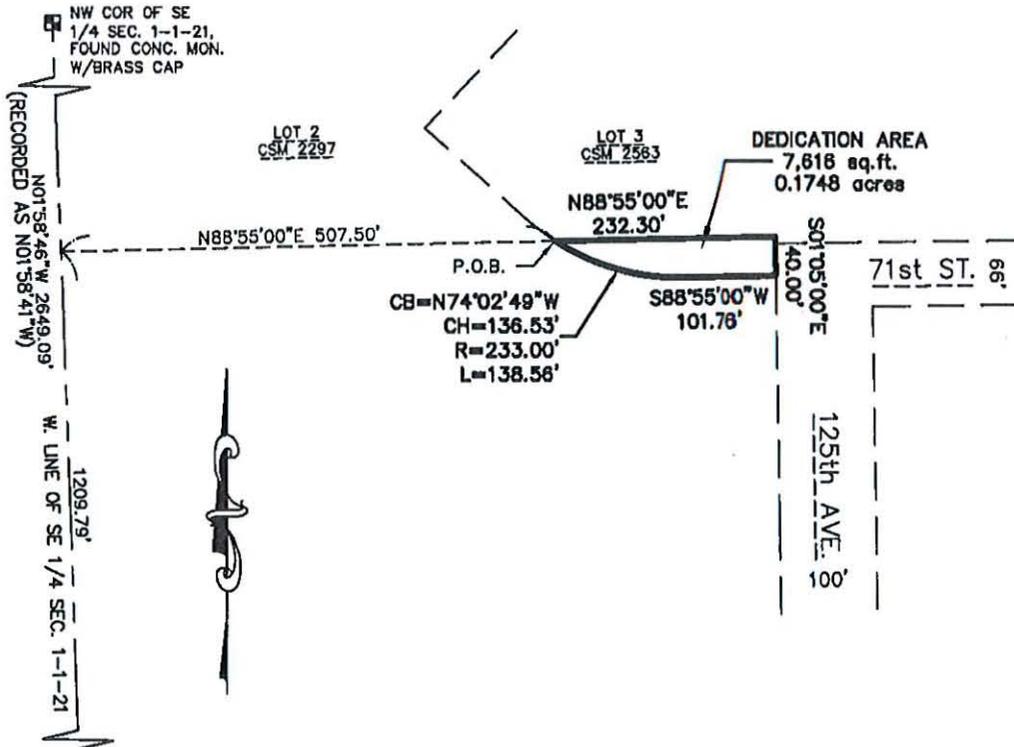
Part of Lot Three (3) of CERTIFIED SURVEY MAP NO. 2563, being a part of Lot Three (3) of Certified Survey Map No. 2297 in the Southwest One-quarter (1/4) of the Southeast One-quarter (1/4) of Section One (1), in Township One (1) North, Range Twenty-one (21) East, in the City of Kenosha, Kenosha County, Wisconsin, bounded and described as follows:

COMMENCING at the Southwest corner of said Southeast 1/4 Section; thence North 01°58'46" West along the West line of said Southeast 1/4 Section 1209.79 feet to a point; thence North 88°55'00" East 507.50 feet to a point on the West line of said Lot 3 and the point of beginning of lands to be described; thence North 88°55'00" East 232.30 feet to a point on the West line of 125th Avenue extended; thence South 01°05'00" East along said West line extended 40.00 feet to a point on the South line of said Lot 3; thence South 88°55'00" West along said South line 101.76 feet to a point; thence Northwesterly 138.56 feet along said South line and the arc of a curve whose center lies to the Northeast, whose radius is 233.00 feet and whose chord bears North 74°02'49" West 136.53 feet to the point of beginning.

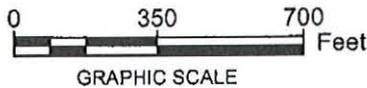
December 3, 2015

Continental 315 Fund LLC

Project No. 166196-BMJ



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**R.A. Smith National, Inc.**

*Beyond Surveying  
and Engineering*

16745 W. Bluemound Road, Brookfield WI 53005  
262-781-1000 Fax 262-797-7373 www.rasmithnational.com  
Appleton, WI      Orange County, CA      Pittsburgh, PA

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**EXHIBIT A**

SHEET 1 OF 1

R.A. Smith National, Inc.

December 18, 2015

TO: Shelly Billingsley, P.E.  
Acting Director of Public Works

FROM: Cathy Austin, P.E.  
Assistant City Engineer

SUBJECT: Public Works Project Status Report

- Project # 08-1443 – Bike and Pedestrian Connections** – Plans have begun but a major focus on bike paths has been to complete the Bike Path crossing at Washington Road and the extension through Nash Park. Once these projects have been bid, design will be completed on this third phase. (Citywide)
- Project #10-1126 – Wetland Mitigation Bank** – [Wetlands and Waterways Consulting LLC] Technical memo has been finalized. Working on phase II of project to create cost estimates to re-grade the site to promote wetland conditions. (16)
- Project #11-1128 – Multi-Plate Pipe Storm Sewer Inspection and Evaluation** – [Ruekert-Mielke] Staff is working with consultant on recommendations and cost estimates. (2 and 7)
- Project #11-1417 Strawberry Park Trail and Shelter (DNR Stewardship Grant)** [Magill Construction] – Shelter has been constructed, fixtures to be installed in December. Electrical service by WE-Energies is scheduled for no later than December 26, 2015. (16)
- Project #11-2013 – Harbor and Marina Dredging** – [Shoreline Builders] Waiting for close out documents (2).
- Project #12-1430 – Alford Park Warehouse Demolition** – [Earth Const.] Waiting for close out documents (1)
- Project #13-1012 – Resurfacing I** – [Stark] Waiting for Closeout Documents [Lincoln Road intersection at 28<sup>th</sup> Avenue, Lincoln Road intersection at 22<sup>nd</sup> Avenue, 70<sup>th</sup> Street from 39<sup>th</sup> Avenue to 40<sup>th</sup> Avenue] (Stormwater Utility funding also) (13, 15)
- Project #13-1013 – CDBG Resurfacing** – [Stark] Waiting for Closeout Documents [13<sup>th</sup> Court from Washington Road to 43<sup>rd</sup> Street, 41<sup>st</sup> Street from 22<sup>nd</sup> Avenue to 350 ft. east of 21<sup>st</sup> Avenue] (Stormwater Utility funding also) (6)
- Project #13-1413 – Petzke Park Phase II** [Rasch Construction] Substantial completion has been met. (1)
- Project #13-1414 – Washington Park Velodrome** [Rasch Construction] – Construction has been substantially completed. Remaining work includes fence installation and final restoration (spring 2016). (6)
- Project #14-1012 – Resurfacing Phase I** – [Payne & Dolan] Waiting on close-out paperwork. [18<sup>th</sup> Avenue from 67<sup>th</sup> to 69<sup>th</sup> Street, 68<sup>th</sup> Avenue from 52<sup>nd</sup> Street to 1000' N and 51<sup>st</sup> Street from 68<sup>th</sup> Avenue to 700' W] (12, 16)
- Project #14-1013 – CDBG Resurfacing** – [57<sup>th</sup> St 19<sup>th</sup> Ave to Viaduct, 17<sup>th</sup> Ave – 57<sup>th</sup> St to Cul de sac] Project has been completed. Waiting for Closeout Documents.
- Project #14-1015 – 39<sup>th</sup> Avenue – Washington Rd to 45<sup>th</sup> Street Resurfacing** – [Payne & Dolan] Project has been completed. Waiting on close-out paperwork. (10)
- Project #14-1025 – 56<sup>th</sup> Street Phase Lighting** – [WIL-Surge Electric, Inc.] Project has been completed. Punchlist items remain. (2)
- Project #14-1026 – 56<sup>th</sup> Street Phase Sidewalk Project** – [AW Oakes] Project is complete, close out process has begun. (2)
- Project #14-1139 – Forest Park Sanitary and Sewer Enhancements** – [AW Oakes] Final Restoration and Punchlist Items remain. (15)
- Project #14-1208 – Sidewalk Repair Program** – [AW Oakes] Project is complete. Punchlist items still remain as of 9/18/15. Closeout Paperwork has been received but not completed due to outstanding Punchlist items. (Stormwater Utility funding also) (Citywide)
- Project #14-1209 – Emergency Vehicle Preemption – Traffic Signals** – All equipment has been installed and all City owned traffic signals have been activated. Crews have six more Kenosha County and WisDOT owned traffic signals to activate. (Citywide)
- Project #14-1210 – Traffic Operations Roof** – [Industrial Roofing Services] Construction work is proposed to occur in 2016. (15)
- Project #14-1215 – 74<sup>th</sup> Street and 123<sup>rd</sup> Avenue Lighting** – [WIL-Surge Electric, Inc.] Project is complete, close out process has begun. (16)
- Project #15-1013 – CDBG Resurfacing** – [26<sup>th</sup> Ave – 75<sup>th</sup> St to 69<sup>th</sup> St] Project has been completed. Waiting for Closeout Documents.
- Project #15-1014 – Concrete Street Repairs** – [Various Locations] Waiting on close-out paperwork.

- Project #15-1015 – 85<sup>th</sup> Street Resurfacing** [85<sup>th</sup> Street – 22<sup>nd</sup> Avenue to 30<sup>th</sup> Avenue] Project is complete, only punchlist items remain. (SWU Funding also) (9)
- Project #15-1016 – 39<sup>th</sup> Avenue Resurfacing** [39<sup>th</sup> Avenue – 45<sup>th</sup> Street to 52<sup>nd</sup> Street, 45<sup>th</sup> Street – 39<sup>th</sup> Avenue to 40<sup>th</sup> Avenue] Project is scheduled to be bid for next spring construction. Kenosha Water Utility work is scheduled to be completed this fall. (10)
- Project #15-1018 – 7<sup>th</sup> Avenue Resurfacing** [7<sup>th</sup> Avenue – 68<sup>th</sup> St to 70<sup>th</sup> St] Waiting on close-out paperwork. (3)
- Project #15-1019 – Crackfilling** [Citywide] Waiting on close-out paperwork.
- Project #15-1020 – 30<sup>th</sup> Avenue Concrete Street Repairs** [30<sup>th</sup> Avenue – Roosevelt Road to 63<sup>rd</sup> Street] Project is complete. Only punchlist items remain. (3, 8)
- Project #15-1022 – Asphalt Street Repairs** [Various Locations] Project is substantially complete. (City wide)
- Project #15-1027 – Epoxy Pavement Markings** [Citywide] Waiting on close-out paperwork.
- Project #15-1208/15-1131 Sidewalk Repair Program / Curb and Gutter** – Project is complete close out process has begun. (Citywide)
- Design Work (Public Works)** – Staff is working on the following projects: Roadway Repairs for 2016, CDBG Resurfacing, GPS Data Forms, Equipment Specifications, SWU Projects and Parks Projects.