



**Agenda**  
**Special Public Works Committee Meeting**  
**625 52<sup>nd</sup> Street, Room 202**  
**Monday, June 6, 2016**  
**6:15 PM**

Chairperson David F. Bogdala  
Vice Chairperson Mitchell Pedersen  
Aldersperson Jesse Downing

Aldersperson John Fox  
Aldersperson Kevin E. Mathewson  
Aldersperson G. John Ruffolo

Call to Order  
Roll Call  
Citizens Comments

Approval of the Minutes of the Meeting Held on May 16, 2016.

1. Resolution by the Mayor – Resolution to Amend the Official Map for the City of Kenosha, Wisconsin to include the Annexation of Parcel Numbers #45-4-221-252-0320 and #45-4-221-252-0325 in the Town of Paris, Kenosha County, Wisconsin. (Route 142, LLC/#4) (District 16) (CP – Ayes 10, Noes 0)
2. Resolution by the Mayor – To Amend the Official Map for the City of Kenosha, Wisconsin, to Remove the Paris Parkway (A Segment of the Former West Frontage Road for Interstate Highway 94 between County Trunk Highway N and State Highway 142) as a Designated Street, Pursuant to Section 62.23(6)(C), Wisconsin Statutes. (Paris Parkway) (City Plan Commission – Ayes 10, Noes 0)
3. Quit Claim Deed from Route 142, LLC to the City of Kenosha regarding 0.795 acres for 128<sup>th</sup> Avenue Right-of-Way of CTH N. (District 16) (City Plan Commission – Ayes 10, Noes 0)
4. Memorandum of Understanding between the City of Kenosha and the Wisconsin Department of Transportation for the Bridge Development Site. (referred to Finance)
5. First Amendment to the Development Agreement between the City of Kenosha, the Kenosha Water Utility, Bridge Kenosha, LLC and Route 142, LLC. (referred to Finance and Water)
6. Kenosha County Public Works Department Permit to Excavate and/or Fill on Highway Right-of-Way (Reconstruction of CTH N (38th Street) from 128th Avenue east to West Frontage Road of I-94).

**ALDERPERSONS' COMMENTS**

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

PUBLIC WORKS COMMITTEE  
- MINUTES -

MONDAY, MAY 16, 2016  
5:30 PM

Chairperson David F. Bogdala  
Vice Chairperson Mitchell Pedersen  
Aldersperson Jesse Downing

Aldersperson John Fox  
Aldersperson Kevin E. Mathewson  
Aldersperson G. John Ruffolo

The regular meeting of the Public Works Committee was held on Monday, May 16, 2016 in Room 202 of the Municipal Building. At roll call the following members were present: Chairperson David F. Bogdala, Vice Chairperson Mitchell Pedersen, Alderspersons Jesse Downing, John Fox, Kevin E. Mathewson and G. John Ruffolo. The meeting was called to order at 5:31 PM. Staff members in attendance were Shelly Billingsley, Director of Public Works; Greg Holverson, Assistant City Engineer; Antony Stupar, Engineer; Brandon Dahl, Sidewalk Inspector; Aldersperson Rose and Aldersperson Paff.

Citizen's Comments – None

Approval of minutes of regular meeting held on May 2, 2016.

*It was moved by Aldersperson Mathewson, seconded by Aldersperson Pedersen to approve. Motion passed 6-0.*

1. Request from R&R Automotive (6930 39<sup>th</sup> Avenue) to pave the lawn park area on the 70<sup>th</sup> Street side. (District 15) (deferred at the 5/2/16 meeting)  
*A public hearing was held. Aldersperson Jack Rose, 4315 68<sup>th</sup> Street, spoke on behalf of the applicant who was unable to attend. He spoke in support of the request. It was moved by Aldersperson Mathewson, seconded by Aldersperson Ruffolo to deny. Motion passed 5-1 with Aldersperson Downing voting no.*
2. Resolution by the Committee on Public Works – To Order the Cost of Public Sidewalk and/or Driveway Approach Construction and/or Replacement to be Specially Assessed to Abutting Property for Project 16-1208 Sidewalk & Curb/Gutter Program (Citywide Locations) (All Districts) **PUBLIC HEARING**  
*Shelly Billingsley introduced Greg Holverson, Anthony Stupar and Brandon Dahl to the Committee. A public hearing was held, no one spoke. It was moved by Aldersperson Ruffolo, seconded by Aldersperson Downing to approve. Motion passed 6-0.*
3. Award of Contract for Project 16-1208 Sidewalk & Curb/Gutter Program (Citywide Locations) to A.W. Oakes & Son, Inc. (Racine, Wisconsin) in the amount of \$695,000.00. (\$616,500.00 Sidewalk Funds) (All Districts) (referred to SWU)  
*It was moved by Aldersperson Mathewson, seconded by Aldersperson Downing to approve. Motion passed 6-0.*
4. Sidewalk Rates for 2016. (referred to Finance)  
*It was moved by Aldersperson Ruffolo, seconded by Aldersperson Pedersen to approve. Motion passed 6-0. Chairperson Bogdala asked if staff has done comparisons with other cities to see what their rates are. Staff has not but Shelly will have it looked into.*
5. Application/Permit for Connection to State Trunk Highway Future 128<sup>th</sup> Avenue to Wisconsin Hwy 142.  
*It was moved by Aldersperson Mathewson, seconded by Aldersperson Downing to approve. Motion passed 6-0.*

6. Application/Permit to Work on Highway Right-Of-Way for Traffic Signal at Hwy 142 & I-94 Northbound off ramp. (District 16)  
*It was moved by Alderperson Ruffolo, seconded by Alderperson Mathewson to approve. Motion passed 6-0.*
7. Three Party Design Engineering Services Contract between the Wisconsin Department of Transportation, City of Kenosha (Municipality) and EMCS, Inc. (Consultant) for Project ID 3240-09-00 Sheridan Road 50<sup>th</sup> Street to 7<sup>th</sup> Avenue, STH 32, Kenosha County. (Districts 1 & 2)  
*It was moved by Alderperson Mathewson, seconded by Alderperson Downing to approve. Motion passed 6-0.*
8. Ordinance by the Mayor – To Annex 0.795 acres of land, more or less, located North of County Trunk Highway N and West of 128<sup>th</sup> Avenue from the Town of Paris to the City of Kenosha (Route 142, LLC/#4). (District 16)  
*It was moved by Alderperson Downing, seconded by Alderperson Mathewson to approve. Motion passed 6-0.*
9. Recognition of National Public Works Week May 15 – 21, 2016.  
*Shelly gave an explanation. Alderperson Bogdala asked if staff does anything to let the public know about this week. Shelly will check into that for 2017.*
10. Washington Velodrome Update.  
*Staff is investigating cracks and voids under the concrete. The Concrete Pavement Association will be inspecting and offering recommendations. Staff will let the Committee know what the recommendations are.*

#### ALDERPERSONS' COMMENTS

1. Alderperson Ruffolo recognized former Alderperson Bostrom now County Board Supervisor.

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 6:05 PM.*



CITY PLAN COMMISSION  
Staff Report - Item 11

Thursday, May 19, 2016 at 5:00 pm  
Municipal Building  
625 52nd Street - Room 202 - Kenosha, WI 53140

**Resolution by the Mayor - To Amend the Official Map for the City of Kenosha, Wisconsin to include the Annexation of Parcel Numbers #45-4-221-252-0320 and #45-4-221-252-0325 in the Town of Paris, Kenosha County, Wisconsin. (Route 142, LLC/#4) (District 16) PUBLIC HEARING**

**NOTIFICATIONS AND APPROVAL REQUIREMENTS:**

Aldersperson Downing, District 16, has been notified. The Common Council is the final review authority.

**LOCATION AND ANALYSIS:**

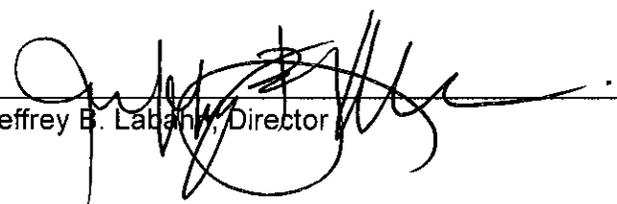
**Site:** North of County Trunk Highway N and West of 128th Avenue

1. The Class II Notice has been published.
2. The Resolution is to Amend the City's Official Map to include the annexation of two (2) parcels. The property will be future right-of-way for 128th Avenue.

**RECOMMENDATION:**

A recommendation is made to approve the Resolution to Amend the Official Map.

  
Rich Schroeder, Deputy Director

  
Jeffrey B. Labahn, Director

RESOLUTION NO. \_\_\_\_\_

BY: THE MAYOR

TO AMEND THE OFFICIAL MAP FOR THE CITY OF KENOSHA,  
WISCONSIN, TO INCLUDE THE ANNEXATION OF:

Parcel Numbers: 45-4-221-252-0320  
45-4-221-252-0325

IN THE TOWN OF PARIS, KENOSHA COUNTY, WISCONSIN

WHEREAS, the City of Kenosha, Wisconsin, has established an Official Map pursuant to Section 62.23(6), Wisconsin Statutes; and,

WHEREAS, it was in the best interest for the public health, safety, and welfare of the City of Kenosha/Town of Paris to annex territory known as Parcel Numbers 45-4-221-252-0320 and 45-4-221-252-0325 in the Town of Paris, Kenosha County, Wisconsin, to the City of Kenosha, Wisconsin; and,

WHEREAS, on June 6, 2016, the Common Council for the City of Kenosha, Wisconsin, approved an Annexation Ordinance under Section 66.0217, Wisconsin Statutes, for Parcel Numbers 45-4-221-252-0320 and 45-4-221-252-0325 in the Town of Paris, Kenosha County, Wisconsin, to be annexed to the City of Kenosha, Wisconsin; and,

WHEREAS, Parcel Numbers 45-4-221-252-0320 and 45-4-221-252-0325 annexed to the City of Kenosha, Wisconsin pursuant to the Annexation Ordinance approved by the Common Council for the City of Kenosha, Wisconsin on June 6, 2016 are within the following Districts:

- 91st Ward of the 16th District of the City of Kenosha
- 21st State Senate District
- 61st State Assembly District
- 19th County Board District
- Paris Consolidated School District Jt. 1
- Central/Westosha High School District

NOW, THEREFORE, BE IT RESOLVED by the Common Council of the City of Kenosha, Wisconsin, that pursuant to the authority of Section 62.23(6)(c), Wisconsin Statutes, the Official Map of the City of Kenosha, Wisconsin, be and hereby is amended to include the designation of the annexed territory formerly of the Town of Paris, Kenosha County, Wisconsin, known as Parcel Numbers 45-4-221-252-0320 and 45-4-221-252-0325 as described in the Annexation Ordinance, which is incorporated herein by reference.

BE IT FURTHER RESOLVED, that Parcel Numbers 45-4-221-252-0320 and 45-4-221-252-0325 annexed to the City of Kenosha pursuant to the Annexation Ordinance approved by the Common Council for the City of Kenosha, Wisconsin on June 6, 2016 be made a part of the 91<sup>st</sup> Ward of the 16<sup>th</sup> District of the City of Kenosha, subject to the Ordinances, rules and regulations of the City governing Wards and Districts.

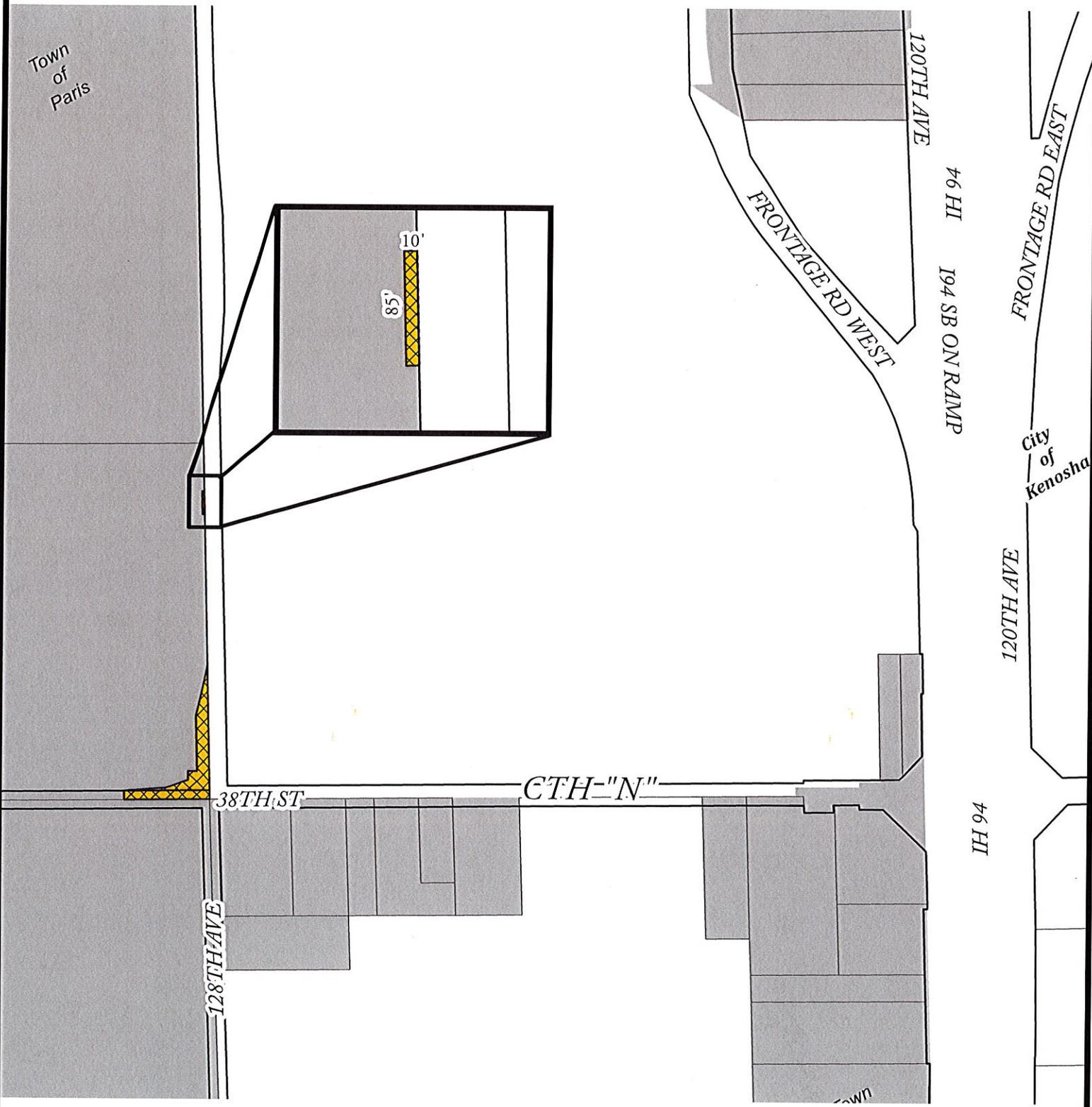
Adopted this \_\_\_\_\_ day of June, 2016.

ATTEST: \_\_\_\_\_ City Clerk/Treasurer  
DEBRA L. SALAS

APPROVED: \_\_\_\_\_ Mayor                      Date: \_\_\_\_\_  
JOHN M. ANTARAMIAN

Drafted By:  
JONATHAN A. MULLIGAN  
Assistant City Attorney

# Official Map Amendment Route 142, LLC Annexation



 Properties to be Annexed as Right-of-Way





CITY PLAN COMMISSION  
Staff Report - Item 12

Thursday, May 19, 2016 at 5:00 pm  
Municipal Building  
625 52nd Street - Room 202 - Kenosha, WI 53140

**Resolution By The Mayor - To Amend The Official Map For The City Of Kenosha, Wisconsin, To Remove The Paris Parkway (A Segment Of The Former West Frontage Road For Interstate Highway 94 Between County Trunk Highway N And State Highway 142) As A Designated Street, Pursuant To Section 62.23(6)(C), Wisconsin Statutes. (Paris Parkway) (District 16) PUBLIC HEARING**

**NOTIFICATIONS AND APPROVAL REQUIREMENTS:**

Aldersperson Downing, District 16, has been notified. The Common Council is the final review authority.

**LOCATION AND ANALYSIS:**

**Site:** Paris Parkway which is a segment of the former West Frontage Road for Interstate Highway 94 between County Trunk Highway N and State Highway 142

1. The Class II Notice has been published.
2. The Resolution is to remove the segment of road from the City's Official Map as the pavement is being removed at the request of the State Department of Transportation as part of the Uline Development.

**RECOMMENDATION:**

A recommendation is made to approve the Resolution to Amend the Official Map.

Rich Schroeder, Deputy Director

Jeffrey B. Labahn, Director

## RESOLUTION NO. \_\_\_-16

BY: THE MAYOR

**TO AMEND THE OFFICIAL MAP FOR THE CITY OF KENOSHA, WISCONSIN, TO REMOVE THE PARIS PARKWAY (A SEGMENT OF THE FORMER WEST FRONTAGE ROAD FOR INTERSTATE HIGHWAY 94 BETWEEN COUNTY TRUNK HIGHWAY N AND STATE HIGHWAY 142) AS A DESIGNATED STREET, PURSUANT TO SECTION 62.23(6)(c), WISCONSIN STATUTES**

**WHEREAS**, the Wisconsin Department of Transportation maintains Interstate Highway 94 that travels through the City, and as a part of the Interstate, maintains frontage roads on the east and west sides of the Interstate Highway as a part of the interstate highway system; and

**WHEREAS**, the state owns in fee simple, the land comprising the roadbed for the Interstate Highway 94, including its frontage roads on the east and west sides of the Interstate Highway 94; and

**WHEREAS**, prior to April 2009, the State of Wisconsin of Wisconsin maintained as part of the West Frontage Road along Interstate Highway 94, a paved segment of which was within the Interstate right of way, running north/south adjacent to the Interstate Highway roadbed from County Trunk Highway "N" to Wisconsin Highway 142 (this segment is the "Old Frontage Road"); and

**WHEREAS**, as a part of a redesign of the Interstate, in 2009, a new roadbed was acquired and new pavement installed between County Trunk Highway "N" to Wisconsin Highway 142, creating a new West Frontage Road further west from the Interstate Highway (the "New Frontage Road"); and

**WHEREAS**, with the creation of the New Frontage Road, the Old Frontage Road was unnecessary for the operation of the Interstate Highway; and

**WHEREAS**, subsequent to the creation of the New Frontage Road, a southern portion of the Old Frontage Road was renamed as the Paris Parkway by the Wisconsin Department of Transportation, said Paris Parkway being depicted on Exhibit A, which is attached hereto and incorporated by reference; and

**WHEREAS**, by Jurisdictional Transfer Agreement #287 Between Wisconsin Department of Transportation and Town of Paris, last executed on November 16, 2009, the State transferred to the Town "improvement, operational and maintenance of the Paris Parkway . . . ."; and

**WHEREAS**, by Jurisdictional Transfer Agreement #287 Between Wisconsin Department of Transportation and Town of Paris did not divest the State of fee simple ownership of the roadbed for the Paris Parkway; and

**WHEREAS**, Section 62.23(6)(c), Wisconsin Statutes, provides for the establishment of an Official Map for the purpose of conserving and promoting the public health, safety, convenience, and general welfare; and,

**WHEREAS**, with the annexation of property from the Town of Paris into the City by Ordinance 27-14, a portion of the Paris Parkway entered into the jurisdiction of the City, despite apparently remaining under the maintenance obligations imposed on the Town by action of the Jurisdictional Transfer Agreement #287 Between Wisconsin Department of Transportation and Town of Paris; and

**WHEREAS**, the City of Kenosha, Wisconsin, amended its Official Map to include the Paris Parkway, in the same manner it would for roadbeds of other jurisdictions, including those maintained by the federal government, the state government, and the County government; and

**WHEREAS**, the Wisconsin Department of Transportation has indicated to City Administration that the Department has an interest in selling to a third party portions of its land comprising the Paris Parkway, more particularly identified as: beginning at a point of northeasterly turning of Paris Parkway at its intersection with the Old Frontage Road, thence generally northerly a distance of approximately 1,240 feet; located in Section 24, of Township 2 North, Range 21 East, Kenosha County, Wisconsin; and

**WHEREAS**, the Common Council, prior to approving this Resolution will have complied with the provisions of Wis. Stat. § 62.23(6)(c).

**NOW, THEREFORE, BE IT RESOLVED** by the Common Council of the City of Kenosha, Wisconsin, that pursuant to the authority of Section 62.23(6) of the Wisconsin Statutes, the Official Map for the City of Kenosha, Wisconsin, be and hereby is amended by eliminating the public road known as the Paris Parkway, which road is depicted on attached Exhibit A, and more particularly identified as: beginning at a point of northeasterly turning of Paris Parkway at its intersection with the Old Frontage Road, thence generally northerly a distance of approximately 1,240 feet; located in Section 24, of Township 2 North, Range 21 East, Kenosha County, Wisconsin.

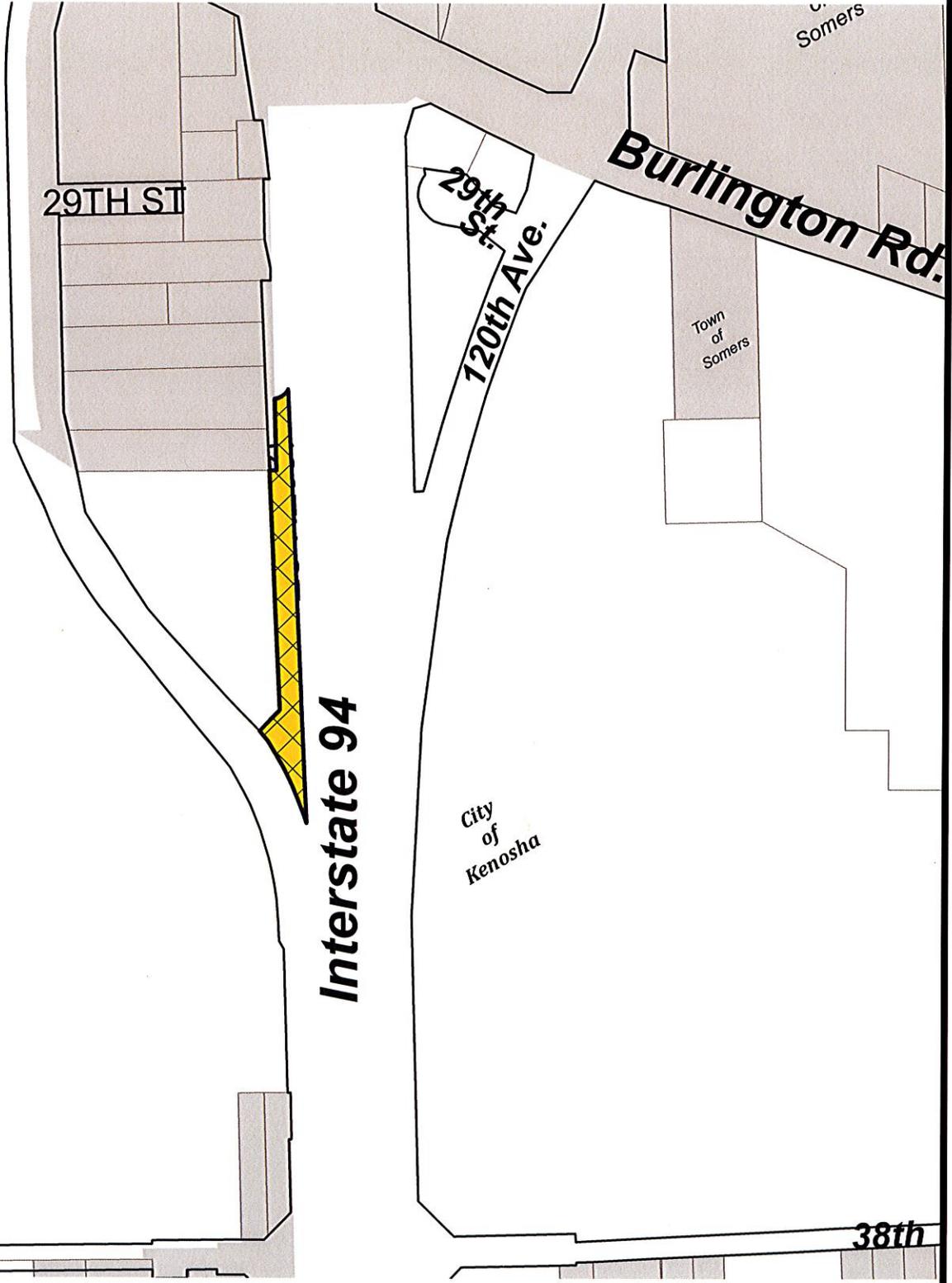
Adopted this \_\_\_ day of \_\_\_\_\_, 2016.

ATTEST: \_\_\_\_\_ City Clerk

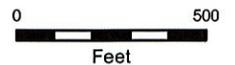
APPROVED: \_\_\_\_\_ Mayor

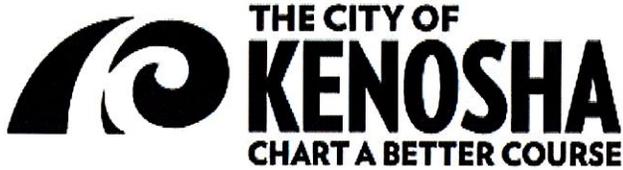
Date:

Official Map Amendment  
Exhibit "A"



To be Removed from Official Map





CITY PLAN COMMISSION  
Staff Report - **ADDENDUM ITEM 1**

Thursday, May 19, 2016 at 5:00 pm  
Municipal Building  
625 52nd Street - Room 202 - Kenosha, WI 53140

Quit Claim Deed from Route 142, LLC to the City of Kenosha regarding 0.795 acres for 128th Avenue Right-of-Way North of CTH N. (District 16) PUBLIC HEARING

**NOTIFICATIONS AND APPROVAL REQUIREMENTS:**

Aldersperson Downing, 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:** 128th Avenue North of CTH N

1. The Quit Claim Deed dedicates two (2) parcels for additional right-of-way of 128th Avenue to the City of Kenosha.
2. The property is currently owned by Route 142, LLC.
3. The right-of-way dedication is required as a Condition in the Development Agreement between the City, Kenosha Water Utility, Bridge Kenosha, LLC and Route 142, LLC and allows for the extension of 128th Avenue from STH 142 to CTH N.

**RECOMMENDATION:**

A recommendation is made to accept the Quit Claim Deed.

Rich Schroeder, Deputy Director

Jeffrey B. Labahn, Director

QUIT CLAIM DEED

Document Number

Document Name

THIS DEED, made by Route 142, LLC, a Delaware limited liability company ("Grantor") to The City of Kenosha, a Wisconsin municipal corporation ("Grantee").

For good and valuable consideration received, the sufficiency of which is hereby acknowledged, Grantor voluntarily quit claims and dedicates to Grantee for the benefit of the public, for rights of way and street purposes, the following described real estate, in Kenosha County, State of Wisconsin:

See attached Legal Descriptions.

The undersigned hereby certifies that the land as herein described has been dedicated as described and shown.

This conveyance is not subject to a transfer return or transfer fee pursuant to Wisconsin Statutes Sections 77.25(2r) and 77.255.

Dated MAY 17, 2016.

By: Route 142, LLC (Signature) (SEAL) \* By: Brad Folkert (SEAL) \*

Recording Area Name and Return Address City Attorney City of Kenosha 625 52nd Street, Rm 201 Kenosha, WI 53140 45-4-221-252-0320; 45-4-221-252-0325 Parcel Identification Number (PIN)

This is not homestead property. (is) (is not)

ACKNOWLEDGMENT

STATE OF WISCONSIN ) Kenosha COUNTY ) ss.

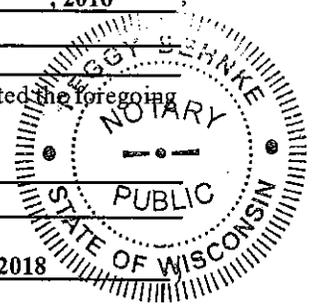
Personally came before me on May 17, 2016 the above-named Brad Folkert

to me known to be the person(s) who executed the foregoing instrument and acknowledged the same.

(Signature) \* Peggy Behnke

Notary Public, State of Wisconsin My Commission (is permanent) (expires: 2-4-2018)

THIS INSTRUMENT DRAFTED BY: Attorney Michael A. Baird, SBN 1055088 12575 Uline Drive, Pleasant Prairie WI 53158



**LEGAL DESCRIPTION:****Parcel #45-4-221-252-0325**

Being a part of the Southeast 1/4 of the Northwest 1/4 of Section 25, Township 2 North, Range 21 East, City of Kenosha, Kenosha County, Wisconsin, more particularly described as follows:

Commencing at the southeast corner of the Northwest 1/4 of said Section 25; thence North 01°33'48" West along the east line of said Northwest 1/4, 1058.77 feet to the point of beginning;

Thence South 88°26'12" West, 10.00 feet; thence North 01°33'48" West, 85.00 feet; thence North 88°26'12" East, 10.00 feet to the aforesaid east line of said Northwest 1/4; thence South 01°33'48" East along said east line, 85.00 feet to the point of beginning.

**AND**

**Parcel #45-4-221-252-0320**

Being a part of the Southeast 1/4 of the Northwest 1/4 of Section 25, Township 2 North, Range 21 East, City of Kenosha, Kenosha County, Wisconsin, more particularly described as follows:

Beginning at the southeast corner of the Northwest 1/4 of said Section 25; thence South 89°20'04" West along the south line of said Northwest 1/4, 323.27 feet; thence North 00°39'56" West, 33.00 feet to the north right of way line of 38th Street - County Trunk Highway "N"; thence North 85°37'46" East, 154.97 feet; thence North 71°46'16" East, 92.02 feet; thence North 01°27'29" West, 33.50 feet; thence North 88°50'32" East, 30.72 feet; thence North 01°22'31" West, 207.70 feet; thence North 13°07'37" East, 190.52 feet to the east line of said Northwest 1/4; thence South 01°33'48" East along said east line, 497.31 feet to the point of beginning.

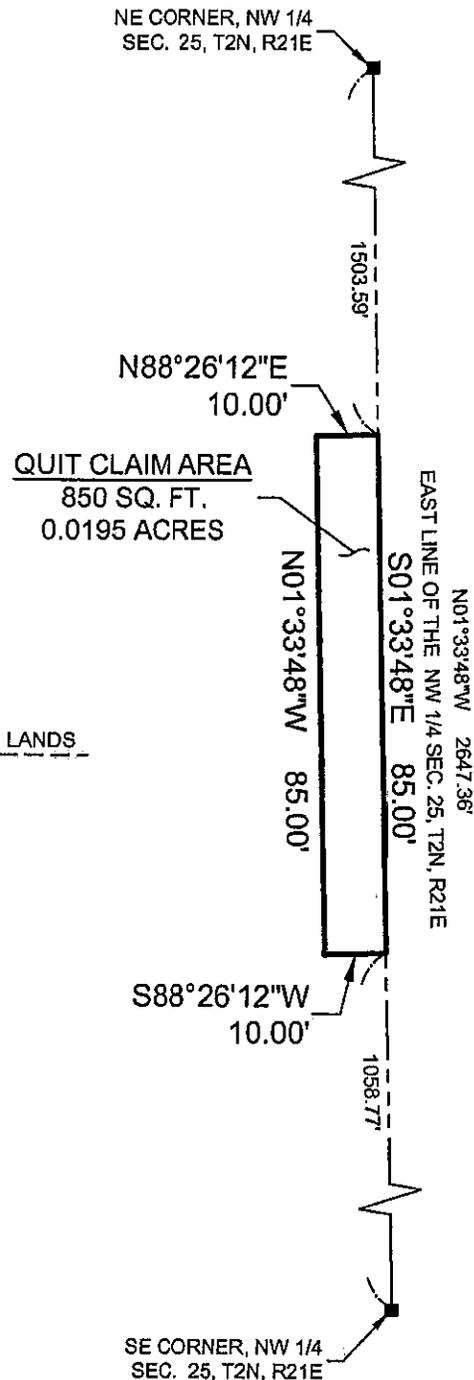
Both as shown on the attached Quit Claim Exhibits.

**LEGAL DESCRIPTION:**

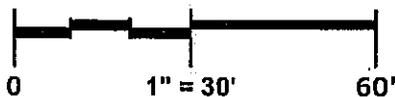
Being a part of the Southeast 1/4 of the Northwest 1/4 of Section 25, Township 2 North, Range 21 East, City of Kenosha, Kenosha County, Wisconsin, more particularly described as follows:

Commencing at the southeast corner of the Northwest 1/4 of said Section 25; thence North 01°33'48" West along the east line of said Northwest 1/4, 1058.77 feet to the point of beginning;

Thence South 88°26'12" West, 10.00 feet; thence North 01°33'48" West, 85.00 feet; thence North 88°26'12" East, 10.00 feet to the aforesaid east line of said Northwest 1/4; thence South 01°33'48" East along said east line, 85.00 feet to the point of beginning.



GRAPHICAL SCALE (FEET)



**QUIT CLAIM EXHIBIT**

**PINNACLE ENGINEERING GROUP**  
15850 W. BLUEMOUND ROAD | SUITE 210 | BROOKFIELD, WI 53005

WWW.PINNACLE-ENGR.COM

05/17/2016

**PLAN | DESIGN | DELIVER**  
PEG JOB# 153.00

**LEGAL DESCRIPTION:**

Being a part of the Southeast 1 / 4 of the Northwest 1 / 4 of Section 25, Township 2 North, Range 21 East, City of Kenosha, Kenosha County, Wisconsin, more particularly described as follows:

Beginning at the southeast corner of the Northwest 1/4 of said Section 25; thence South 89°20'04" West along the south line of said Northwest 1/4, 323.27 feet; thence North 00°39'56" West, 33.00 feet to the north right of way line of 38th Street - County Trunk Highway "N"; thence North 85°37'46" East, 154.97 feet; thence North 71°46'16" East, 92.02 feet; thence North 01°27'29" West, 33.50 feet; thence North 88°50'32" East, 30.72 feet; thence North 01°22'31" West, 207.70 feet; thence North 13°07'37" East, 190.52 feet to the east line of said Northwest 1/4; thence South 01°33'48" East along said east line, 497.31 feet to the point of beginning.

NE CORNER, NW 1/4  
SEC. 25, T2N, R21E

2150.05'

N13°07'37"E 190.52'

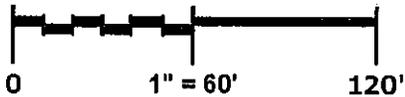
N01°22'31"W 207.70'

S01°33'48"E 497.31'  
EAST LINE OF THE NW 1/4 SEC. 25, T2N, R21E  
S01°33'48"E 2647.36'



UNPLATTED LANDS

GRAPHICAL SCALE (FEET)



N88°50'32"E 30.72'

N01°27'29"W 33.50'

N71°46'16"E 92.02'

QUIT CLAIM AREA  
33,822 SQ. FT.  
0.7764 ACRES

SW CORNER, NW 1/4  
SEC. 25, T2N, R21E

N85°37'46"E 154.97'

N00°39'56"W 33.00'

S89°20'04"W 323.27'

SOUTH LINE OF THE NW 1/4  
SEC. 25, T2N, R21E  
N89°20'04"E 2640.04'

38TH STREET  
COUNTY TRUNK HIGHWAY "N"

SE CORNER, NW 1/4  
SEC. 25, T2N, R21E

128TH  
AVENUE

**QUIT CLAIM EXHIBIT**

**PINNACLE ENGINEERING GROUP**

15850 W. BLUEMOUND ROAD | SUITE 210 | BROOKFIELD, WI 53005

WWW.PINNACLE-ENGR.COM

05/17/2016

PLAN | DESIGN | DELIVER

PEG JOB# 153.00



SHELLY BILLINGSLEY, MBA, PE  
Director of Public Works

June 2, 2016

To: David F. Bogdala, Chairperson, Public Works Committee

Cc: Jesse Downing, District 17

From: Shelly Billingsley, MBA, PE  
Director of Public Works 

Subject: Memorandum of Understanding between the City of Kenosha and the Wisconsin Department of Transportation regarding the Bridge Development Area.

### **BACKGROUND INFORMATION**

The Development Agreement between the City of Kenosha, the Kenosha Water Utility, Bridge Kenosha LLC, and Route 142 LLC is for the property generally located south of STH 142 and West of the West Frontage Road. As part of the development approval process, the WisDOT required a Traffic Impact Analysis (TIA).

The TIA was conducted for the current development, as well as potential future development. There were requirements to be completed as part of the current Route 142 development (identified as the "2015 Improvements") and future improvements due to possible future development (identified as the "2030 Improvements"). These potential 2030 Improvements are development driven and are dependent on certain milestones.

The Development Agreement has the requirement that Bridge Kenosha LLC construct all necessary 2015 Improvements of the TIA (those required under the current development plans).

However, since the TIA also covers possible future requirements, if and when development within the Bridge Development area happens to require any of the future improvements, through this MOU, WisDOT will require that the City ensure that the 2030 Improvements be constructed. The MOU will allow the City to pass these future development-driven requirements on to the new developer.

### **RECOMMENDATION**

Staff recommends approval

**Memorandum of Understanding**  
between  
**THE CITY OF KENOSHA**  
and  
**THE WISCONSIN DEPARTMENT OF TRANSPORTATION**

This memorandum summarizes the agreement for future roadway improvements between the CITY OF KENOSHA (“City”) and the WISCONSIN DEPARTMENT OF TRANSPORTATION (“WisDOT” or “State”) for the Bridge Development site (“Bridge Development”) generally located on lands bound by the extension of 128<sup>th</sup> Avenue, WIS 142, the I-94 West Frontage Road and 38<sup>th</sup> Street, and further described in the Traffic Impact Analysis (“TIA”) prepared by Traffic Analysis and Design, Inc., dated January 29, 2015 (State Log #3525).

**A. GENERAL**

1. Nothing in this memorandum of understanding (“MOU”) shall limit or otherwise affect the sovereign immunity of the State of Wisconsin or the City of Kenosha.
2. This MOU shall not be construed to create third-party beneficiaries, nor to create a partnership between the City and State.
3. This MOU contains the entire agreement between the parties; all prior negotiations and discussions have been merged into and are superseded by this MOU.
4. This MOU may be signed in counterparts.
5. The alteration of highway features is a police power and does not entitle any person, public or private, to any damages or compensation for such work. This MOU shall not be construed to create in any person a property interest in a median opening or any other feature within WisDOT’s highway.
6. Nothing in this MOU is intended to limit the City’s ability to pass costs or other requirements on to land owners or developers through development agreements, zoning approvals, special assessments, impact fees, and/or any other lawful method.

**B. CITY RESPONSIBILITIES**

1. *General.*
  - a. Subject to B.2., below, the City shall implement all State Highway Improvements required pursuant to this MOU. For the purposes of this MOU, “State Highway Improvements” means improvements on roadways under State jurisdiction listed

as the responsibility of the City/Developer in the State letter dated December 1, 2015 (Exhibit A, attached hereto and incorporated herein by reference).

- b. The City shall have the right to request relief of its responsibilities under this MOU in whole or in part if the Bridge Development is not constructed or is constructed in a materially different sequence than that contemplated by the State's letter dated December 1, 2015 (Exhibit A). Such request shall not be unreasonably denied.
  - c. The December 1, 2015 letter (Exhibit A) references "Year 2015 Total Improvements" and "Year 2030 Total Improvements" based on certain assumptions regarding the timing of the build out of the Bridge Development as described in the TIA; however, the construction of the State Highway Improvements shall be development-driven pursuant to the "Milestones" defined below, regardless of the year in which development occurs.
2. **"Year 2030 Improvements."** City shall monitor the buildout of future development at the Bridge Development. The City shall install the listed State Highway Improvements but only if State determines they are required after the following milestones ("Milestones") have been met. City shall not approve future development within the Bridge Development without prior written State approval under Subsection C.1., below. For purposes of this MOU, "future development" means the construction of an occupiable building. Additional permits will be required.
- a. **WIS 142 & 128<sup>th</sup> Avenue.**
    - i. Milestone: The combined square footage of buildings within the Bridge Development reaches 5,000,000 square feet.
    - ii. Required State Highway Improvement: If the above Milestone is met and the State requires the State Highway Improvements City shall construct those portions of the Year 2030 Total Improvements, as identified in the State's December 1, 2015 letter (Exhibit A) under the subheading **WIS 142 & 128<sup>th</sup> Avenue**.
  - b. **WIS 142 & West Frontage Road.**
    - i. Milestone: Traffic signal volume warrants are met as a direct result of a future development within the Bridge Development and State authorizes signal construction.

"As a direct result of a future development" means (1) that the future development is within the Bridge Development, (2) that the future development was the subject of a traffic impact analysis that was required

by the City, submitted to the State, and reviewed by the State pursuant to paragraph C.1.a, herein, (3) that after the review, it was determined by the State that the traffic signal volume warrants are met.

For the avoidance of doubt, the traffic signal volume warrants cannot be triggered and an obligation cannot be created under subparagraph B.3.b.ii. by any study not associated with a review of a traffic impact analysis conducted in connection with a future development within the Bridge Development, such non-associated study specifically including, but not being limited to, a study initiated by complaints or traffic accident data.

- ii. **Required State Highway Improvement:** If the above Milestone is met and the State requires the following State Highway Improvements, the City shall construct those portions of the Year 2030 Total Improvements, as identified in the State's December 1, 2015 letter (Exhibit A) under the subheading **WIS 142 & IH-94 West Frontage Road**.
  - c. **No Other Year 2030 Improvements Required.** The City is not obligated to make any of the Year 2030 Total Improvements other than the possible improvements at either WIS 142 & 128<sup>th</sup> Avenue or WIS 142 & IH-94 West Frontage Road identified above in Subparagraphs B.3.a.ii. and b.ii., and then in those latter events, only if the Milestones are met.
3. City shall provide all necessary right-of-way and all necessary temporary limited easements required to construct the State Highway Improvements required pursuant to this MOU.
  4. Provide any additional information the State may reasonably request under C.1.a., below, in a timely manner and notify the State in writing of any review period that may be necessary to allow the City sufficient time to pass financial obligations along to third parties.
  5. Update the traffic impact analysis (TIA) in accordance with State Guidelines if the proposed uses within the Bridge Development change and would generate increased trips to WIS 142 or the I-94 West Frontage Road. The City will not be responsible for the design and construction of any improvements from these future updates to the TIA that are identified as background improvements.

## **C. STATE RESPONSIBILITIES**

1. *State Reviews of Future Development Applications within Bridge Development.*
  - a. State shall conduct cursory reviews at no cost to the City of all development applications within the Bridge Development to determine whether a Milestone

would be reached. State may request additional information, such as additional TIA analysis, through the City (which the City may request from the Developer) to make its determination.

- b. If, after a review of a future development application within the Bridge Development, State Highway Improvements are required, State shall notify City of the requirements in a timely manner.
  - c. Provided the City has complied in good faith with its obligations under paragraph B.4., above, the State's timely notice shall be considered a condition precedent to the City's obligations under subparagraph B.2.b.ii, above.
  - d. Subject to the express exception in paragraph C.1.c., above, State's failure or delay in enforcing a required State Highway Improvement shall not be considered a waiver or postponement of that requirement unless expressly waived or postponed in writing by the State.
2. Review and issue necessary permits to the City for the required improvements within State right-of-way. All permit work shall conform to the standards of the State's Facilities Development Manual (FDM).
  3. Review any required land divisions and approve those meeting requirements of State Statutes.
  4. Review any future updated TIAs for the Bridge Development and accept those that are technically correct.
  5. Review the traffic signal warrant studies for WIS 142 & West Frontage Road and accept if technically correct.

*Signatures appear on the following pages. The remainder of this page has been intentionally left blank.*



**For the State of Wisconsin Department of Transportation**

Recommended for Approval By:

\_\_\_\_\_  
Tony Barth, P.E.  
Southeast Region Planning Chief

\_\_\_\_\_  
Date

Approved By:

\_\_\_\_\_  
Brett Wallace, P.E.  
Southeast Region Director

\_\_\_\_\_  
Date

*The remainder of this page has been intentionally left blank.*

**EXHIBIT A**

to the  
Memorandum of Understanding

Between

THE CITY OF KENOSHA  
and  
THE WISCONSIN DEPARTMENT OF TRANSPORTATION

*State's December 1, 2015 Letter to City  
State TIA Log No. 3525*



Division of Transportation System  
Development  
Southeast Regional Office  
141 N.W. Barstow Street  
P.O. Box 798  
Waukesha, WI 53187-0798

Scott Walker, Governor  
Mark Gottlieb, P.E., Secretary  
Internet: [www.dot.wisconsin.gov](http://www.dot.wisconsin.gov)

Telephone: (262) 548-5903  
Facsimile (FAX): (262) 548-5662

E-Mail: [waukesha.dtd@dot.wi.gov](mailto:waukesha.dtd@dot.wi.gov)

December 1, 2015

JEFF LABAHN  
CITY OF KENOSHA  
625 52<sup>ND</sup> STREET, RM 308  
KENOSHA, WI 53140

Subject: Log #3525 – Development Submittal  
Bridge Development Technical **Revised**  
IH-94 East Frontage Road, IH-94 West Frontage Road, WIS 142 & CTH S  
Kenosha County

Dear Mr. Labahn:

The Traffic Impact Analysis (TIA) Technical Memorandum performed by Traffic Analysis & Design, Inc (TADi) covering revisions to Phase 1 of the Bridge Development has allowed the Department to understand the impacts of the subject development and identify the necessary interim improvements. The attached lists the revised improvements that are to be constructed as a result of this development. **This letter supersedes the response letter dated March 5, 2015.** Some design issues and improvement requirements have been noted on the attached to aid in the development of the plans.

The development can now proceed to the Department's Permit Process. The permit plans will require design preparation (please see attached plan requirements). **All permits will be issued to the maintaining authority and the design consultant will need to forward permit plans for review and submittal. Permits from multiple maintaining authorities shall be tied and constructed at the same time.**

If you have any questions regarding traffic issues, please contact the undersigned at (262) 548-5626. Please direct any questions regarding the Trans 233 process to Patricia Reikowski, Land Division Coordinator, at (262) 548-6704. Kevin Koehnke at (262) 548-5891 will coordinate any permit issuance for this project. Please reference the log number (#3525) when forwarding all correspondence.

Sincerely,

Art Baumann, P.E.  
Traffic Operations Engineer

Attachments

Cc: Tony Barth / Don Berghammer / Robert Elkin, DOT  
Dave Brantner / Cindy Vande Leest, DOT  
Dan Dedrick / Kevin Koehnke / Susan Voight, DOT  
Patricia Reikowski / Tom Heydel / Chris Squires, DOT  
Ron Schildt, Kenosha County  
Mike May, Traffic Analysis and Design, Inc.

**Log #3525 – The Bridge Development Revised**

Location: IH-94 East Frontage Road, IH-94 West Frontage Road, WIS 142 & CTH S,  
Kenosha County  
Prepared by: Traffic Analysis and Design, Inc.  
Review Unit: Traffic Operations  
Reviewer: Art Baumann / Laura Schroeder / Dan Ashenfelter  
Date: December 1, 2015

**Improvement Measures****General Notes****Design**

- 1) Contact WisDOT permit coordinator (Kevin Koehnke at 262-548-5891) prior to plan submittal to identify the plans that are required and obtain any supplemental design guidelines. **Incomplete submittals will be returned without review.**
- 2) The design for the improvements along WIS 142 and the IH-94 West Frontage Road shall be prepared in accordance with the FDM requirements for design and plan preparation. The design shall accommodate a WB-67 truck. All lanes are to be a minimum of 12 feet in width unless otherwise specified (final width to be determined during design). All left-turn lanes *should* be opposing. All necessary drainage, utility, signage and pavement marking improvements shall be provided. The signing plan shall include sign details and signs that require moving.
- 3) Signing, pavement marking and work zone traffic control plans shall be approved by Tom Heydel, WisDOT Traffic Operations, prior to issuance of the permit. For questions regarding signing or pavement marking, please contact Tom Heydel at tom.heydel@dot.wi.gov or (262) 548-6763. For questions regarding work zone traffic control plans, please contact Tom Heydel or the permit coordinator.
- 4) Pedestrian/Bicycle accommodations and ADA requirements shall be addressed where appropriate. Please contact Chris Squires, WisDOT Pedestrian/Bicycle Facilities Coordinator, at (262) 521-4417 or christopher.squires@dot.wi.gov with questions regarding pedestrian/bicycle accommodations.

**Right of Way**

- 1) A party other than the WisDOT and the city of Kenosha shall acquire any required right-of-way for the permit plans.

**Utilities**

- 1) Utility coordination may be the responsibility of the municipality/developer (or their consultant representative) constructing the work.
- 2) Utility relocations that occur as a result of this work may not be covered under Wisconsin Administrative Rule TRANS 220. The municipality/developer (or their consultant representative) requesting the work shall be responsible for all costs associated with the needed relocation of any utility facility as a result of the work.

**Access**

- 1) WisDOT will allow two access points to the I-94 West Frontage Road (one opposite of 29<sup>th</sup> Street and one in the vicinity of 120<sup>th</sup> Avenue at a location approved by WisDOT) and one public street access point (128<sup>th</sup> Street) on WIS 142 approximately 2200 feet west of the I-94 West Frontage Road. The location and number of access points to the Bridge

Development property shall be determined by Kenosha County on CTH N and the City of Kenosha on 128<sup>th</sup> Street.

- 2) **The municipality/developer (or their consultant representative) shall be responsible for notifying any offsite property or business owners whose access or operations will be impacted as a result of the proposed development. The municipality/developer shall provide the department with written documentation verifying that all impacted property or business owners have been contacted prior to permit submittal.**

#### ***Traffic Signals***

- 1) The WisDOT Traffic Operations team reserves the right of first refusal to design the traffic signal plans owned by WisDOT. Please contact Dan Dedrick at (262) 548-5894 to discuss who will be responsible for designing the traffic signals. Traffic signal plans prepared by a consulting firm shall be submitted to Cindy Vande Leest for final approval by a WisDOT signal engineer. Upon receiving final approval, the consultant shall submit an original signed and sealed hard copy to Dave Brantner at (262) 548-8736. **Traffic signal plans submitted for permit without a WisDOT signal engineer signature approval will be returned.** Final electronic (AutoCAD) traffic signal plan files shall be submitted to Cindy Vande Leest prior to issuance of permit.
- 2) The design consultant retained by the developer/municipality shall contact Dan Dedrick to schedule a scoping meeting prior to the signal design/update.
- 3) An engineering services agreement shall be required for the traffic signal work by WisDOT. This agreement will cover WisDOT signal design work and plan preparation (if any), the cost of any State furnished signal control equipment (above ground) and WisDOT staff time for site visits, coordination, review, and field inspection. **Requests for the engineering services agreement shall be made to Dan Dedrick a minimum of 15 days prior to the scoping meeting. The engineering services agreement shall be signed and submitted to Dan Dedrick prior to the submission of the electronic intersection geometric plans. A signed Engineering Services Agreement shall be in place prior to WisDOT performing any engineering services.**
- 4) Traffic signal plans shall be prepared in accordance with MUTCD, FDM and TSDM (Traffic Signal Design Manual) standards for all signalized intersections (current or proposed) whose design and/or operational improvements will conflict with the location of existing traffic signal system infrastructure (including, but not limited to: conduit, pull boxes, cabinets, signal poles, hardwire, and loop detectors), require readjustments to the current timing or phasing plans, or require the installation of additional or new signal infrastructure or hardware. **Plans shall be submitted in AutoCAD 2012 or later format per FDM standards requirements to WisDOT or the consultant firm preparing the traffic signal plans. Current template and block libraries can be found at <http://www.dot.wisconsin.gov/business/engrserv/roadway-design-civil3d.htm>. Plans submitted shall be in the county coordinate system.** If further verification of signal infrastructure or timing impacts based on recommended improvements is needed, questions or concerns should be directed to the WisDOT Signal Operations team (Dave Brantner) prior to permit issuance.
- 5) **If traffic signal loops are to be placed on private property as part of the signal installation, a maintenance easement to the benefit of WisDOT shall be obtained from the private property owner.** The easement shall allow the WisDOT to enter the property at its discretion to maintain the loops. The easement shall encompass an area equal to the width of the driveway and extend from the road right-of-way to 20 feet past the furthest loop detector.

### **Year 2015 Total Improvements**

*The following improvements shall be designed, constructed and paid for by the developer prior to the development opening.*

#### **WIS 142 & 128<sup>th</sup> Avenue**

*To minimize the impacts to the travelling public and to reduce costs to the development, it is recommended by WisDOT that the 2030 Total Improvements at this intersection be constructed in 2015.*

- 1) Construct a south approach (extension of 128<sup>th</sup> Avenue) with two northbound lanes (exclusive left-turn lane, exclusive right-turn lane). The northbound right-turn lane shall have a minimum storage of 200 feet with proper taper.
- 2) Install stop control on the south approach.
- 3) The east approach shall have two westbound lanes (exclusive left-turn lane, exclusive through lane). The westbound left-turn lane shall have a minimum storage of 350 feet with proper taper.
- 4) The west approach shall have two eastbound lanes (exclusive right-turn lane, exclusive through lane). The eastbound right-turn lane shall have a minimum storage of 350 feet with proper taper.

#### **WIS 142 & IH-94 West Frontage Road**

- 1) No improvements are required at this location.

#### **WIS 142 & IH-94 Eastbound (Southbound) Ramps**

- 1) No improvements are required at this location.

#### **WIS 142 & IH-94 Westbound (Northbound) Ramps**

- 1) A fully-actuated traffic signal shall be installed at the IH-94 Westbound Ramps with protected plus permitted phasing for the eastbound left-turn movement. The new signal shall be in coordination with the signals at the IH-94 Eastbound Ramps and the IH-94 East Frontage Road.
- 2) Flashing yellow arrow indications shall be installed for the eastbound protected plus permitted left-turn phasing.
- 3) The west approach shall have three eastbound lanes (two exclusive through lanes, one exclusive left-turn lane). The eastbound left-turn lane shall be continuous to the upstream intersection.
- 4) No additional improvements are required at this location.

#### **WIS 142 & IH-94 East Frontage Road**

- 1) No improvements are required at this location.

#### **IH-94 West Frontage Road & Mars Cheese Castle Driveway**

- 1) No improvements are required at this location.

#### **IH-94 West Frontage Road & 29<sup>th</sup> Street**

- 1) No improvements are required at this location.

#### **IH-94 West Frontage Road & Access A (vicinity of 120<sup>th</sup> Avenue)**

- 1) Disconnect 120<sup>th</sup> Avenue from the IH-94 West Frontage Road via the construction of a cul-de-sac.
- 2) Construct a west approach with one eastbound lane (shared left-turn/right-turn lane). Separated turn lanes may be allowed subject to approval by WisDOT.
- 3) Install stop control on the west approach.

- 4) The north approach shall have two southbound lanes (through lane, exclusive right turn lane). The southbound right turn lane shall have a minimum storage of 200 feet with proper taper.
- 5) The south approach shall have two northbound lanes (shared left-turn/through lane and bypass lane).

#### **CTH N/38<sup>th</sup> Street & IH-94 West Frontage Road**

- 1) The west approach shall have two eastbound lanes (shared left-turn/through lane, exclusive right-turn lane). The eastbound right-turn lane shall have a minimum storage of 200 feet with proper taper.
- 2) No additional improvements are required at this location.

#### **CTH N/38<sup>th</sup> Street & IH-94 East Frontage Road**

- 1) No improvements are required at this location.

#### **CTH N/38<sup>th</sup> Street & Access B**

- 1) The improvements listed are recommendations and are subject to approval by Kenosha County.
- 2) The north approach shall have one southbound lane (shared left-turn/right-turn lane).
- 3) Install stop sign control on the north approach.
- 4) No additional improvements are required at this location.

#### **Year 2030 Total Improvements**

*The following improvements shall be installed with the request for permit to do the work at the listed intersections and access points unless agreed upon to be delayed in a memorandum of understanding (MOU).*

#### **WIS 142 & 128<sup>th</sup> Avenue**

- 1) Install a raised median with a minimum width of 24 feet along WIS 142. The existing 350 foot westbound left turn lane and taper shall be maintained.
- 2) No additional improvements are required at this location.

#### **WIS 142 & IH-94 West Frontage Road**

- 1) A fully actuated traffic signal shall be installed at the intersection upon meeting the warrants and the DOT authorizes its installation. **The traffic signal will not be installed until the warrants have been met and the DOT authorizes its installation.** Prior to installing the traffic signal, the side streets shall be stop sign controlled. The future traffic signal warrant study and the traffic signal installation shall be performed as a cost to the City of Kenosha/Developer. The signal will need to be coordinated with the signals at the IH-94 Eastbound Ramps, the IH-94 Westbound Ramps, and the IH-94 East Frontage Road.
- 2) The south approach shall have three northbound lanes (exclusive left-turn lane, exclusive through lane, exclusive right-turn lane). The northbound left-turn lane shall have a minimum storage of 250 feet with proper taper. The northbound right-turn lane shall have a minimum storage of 325 feet with proper taper.
- 3) The north approach shall have three southbound lanes (exclusive left-turn lane, exclusive through lane, exclusive right-turn lane). The southbound left-turn lane shall have a minimum storage of 200 feet with proper taper. The southbound right-turn lane shall maintain 115 feet of storage with proper taper.
- 4) No additional improvements are required at this location.

#### **WIS 142 & IH-94 Eastbound (Southbound) Ramps**

- 1) No improvements are required at this location.

**WIS 142 & IH-94 Westbound (Northbound) Ramps**

- 1) No improvements are required at this location.

**WIS 142 & IH-94 East Frontage Road**

- 1) No improvements are required at this location.

**IH-94 West Frontage Road & Mars Cheese Castle Driveway**

- 1) No improvements are required at this location.

**IH-94 West Frontage Road & 29<sup>th</sup> Street**

- 1) Construct a west approach with one eastbound lane (shared left-turn/through/right-turn).
- 2) Install stop control on the west approach.
- 3) The south approach shall have two northbound lanes (exclusive left-turn lane, shared through/right-turn lane). The northbound left-turn lane shall have a minimum storage of 200 feet with proper taper.
- 4) The east approach shall have one westbound lane (shared left-turn/through/right-turn).
- 5) The north approach shall have two southbound lanes (exclusive left-turn lane, shared through/right-turn lane). The southbound left-turn lane shall maintain 200 feet of storage with proper taper.

**IH-94 West Frontage Road & Access A (vicinity of 120<sup>th</sup> Avenue cul-de-sac)**

- 1) No improvements are required at this location.

**CTH N/38<sup>th</sup> Street & IH-94 West Frontage Road**

- 1) No improvements are required at this location.

**CTH N/38<sup>th</sup> Street & IH-94 East Frontage Road**

- 1) No improvements are required at this location.

**CTH N/38<sup>th</sup> Street & 128<sup>th</sup> Avenue**

- 1) The improvements listed are recommendations and are subject to approval by Kenosha County.
- 2) Construct a north approach (extension of 128<sup>th</sup> Avenue) with one southbound lane (shared left-turn/through/right-turn lane).
- 3) Install stop control on the north approach.
- 4) The west approach should have one eastbound lane (shared left-turn/through/right-turn lane).
- 5) The south approach should have one northbound lane (shared left-turn/through/right-turn lane).
- 6) The east approach should have two westbound lanes (shared left-turn/through lane, exclusive right-turn lane). The westbound right-turn lane should have a minimum storage of 300 feet with proper taper.

**CTH N/38<sup>th</sup> Street & Access D**

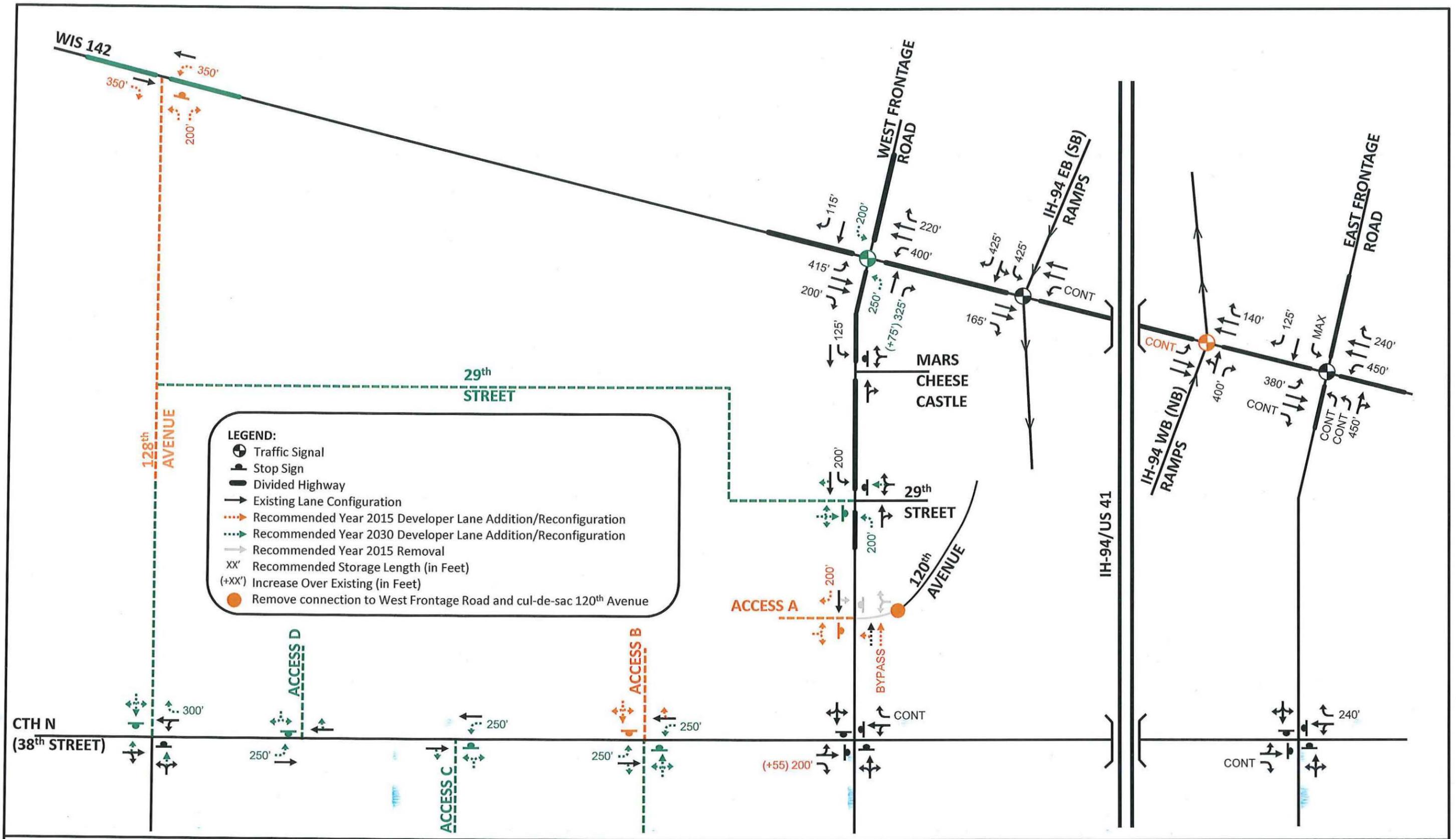
- 1) The improvements listed are recommendations and are subject to approval by Kenosha County.
- 2) Construct a north approach with one southbound lane (shared left-turn/right-turn lane).
- 3) Install stop control on the north approach.
- 4) The west approach should have two eastbound lanes (exclusive left-turn lane, exclusive through lane). The eastbound left turn lane should provide a minimum storage of 250' with proper taper. In lieu of the turn lane, a three-lane two-way left-turn lane (TWLTL) cross section could be constructed.
- 5) The east approach should have one westbound lane (shared through/right-turn lane).

**CTH N/38<sup>th</sup> Street & Access C**

- 1) The improvements listed are recommendations and are subject to approval by Kenosha County.
- 2) Construct a south approach with one northbound lane (shared left-turn/right-turn lane).
- 3) Install stop control on the south approach.
- 4) The east approach should have two westbound lanes (exclusive left-turn lane, exclusive through lane). The westbound left turn lane should provide a minimum storage of 250' with proper taper. In lieu of the turn lane, a three-lane two-way left-turn lane (TWLTL) cross section could be constructed.
- 5) The west approach should have one eastbound lane (shared through/right-turn lane).

**CTH N/38<sup>th</sup> Street & Access B**

- 1) The improvements listed are recommendations and are subject to approval by Kenosha County.
- 2) Construct a south approach with one northbound lane (shared left-turn/through/right-turn lane).
- 3) Install stop control on the south approach.
- 4) The east approach should have two westbound lanes (exclusive left-turn lane, shared through/right-turn lane). The westbound left-turn lane should provide a minimum storage of 250' with proper taper. In lieu of the turn lane, a three-lane two-way left-turn lane (TWLTL) cross section could be constructed.
- 5) The west approach should have two eastbound lanes (exclusive left-turn lane, shared through/right-turn lane). The eastbound left-turn lane should provide a minimum storage of 250' with proper taper. In lieu of the turn lane, a three-lane two-way left-turn lane (TWLTL) cross section could be constructed.



**EXHIBIT 1**  
**Improvements**  
 Kenosha, Wisconsin

FIRST AMENDMENT TO DEVELOPMENT  
AGREEMENT BETWEEN THE CITY OF  
KENOSHA, THE KENOSHA WATER  
UTILITY, BRIDGE KENOSHA, LLC AND  
ROUTE 142, LLC

Document Number

Document Title

This space is reserved for recording data

Return to

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

08-221-25-102-021

Parcel Identification Numbers

**FIRST AMENDMENT TO  
DEVELOPMENT AGREEMENT**

**Between**

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

**And**

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

**And**

**BRIDGE KENOSHA, LLC  
A Wisconsin Limited Liability Company**

**And**

**ROUTE 142, LLC  
A Delaware Limited Liability Company**

This First Amendment to Development Agreement, (“First Amendment”) 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”), Bridge Kenosha, LLC, a Wisconsin limited liability company with principal offices located at 350 West Hubbard Street, Suite 430, Chicago, Illinois, 60654 (“Bridge”), and Route 142, LLC, a Delaware limited liability company with principal offices located at 12575 Uline Drive, Pleasant Prairie, Wisconsin, 53158 (“Route 142”), collectively referred to as the Parties.

**RECITALS**

WHEREAS, the Parties entered into a Development Agreement which was recorded with the Kenosha County Register of Deeds on April 4, 2016 as Document No. 1769052 for the development of the Real Estate shown as Lot 1 on Certified Survey Map No. 2808 recorded with the Kenosha County Register of Deeds on April 4, 2016 as Document No. 1769050 more particularly described on attached Exhibit A; and

WHEREAS, prior to the City issuance of any footing and foundation or building permits to Route 142, the Development Agreement requires Route 142 to annex additional land to the City for the completion of 128<sup>th</sup> Avenue, the approval of the Bridge and Route 142 Street Plans and the issuance of all required permits for all public street improvements by the City Engineer, Utility General Manager, Kenosha County and WDOT, and the issuance of an Erosion Control Permit by the City to Bridge; and

WHEREAS, Route 142 has expressed its urgency to the City and Utility to expedite the commencement of construction; and

WHEREAS, the permits required by the WDOT as a condition to the City issuance of any footing and foundation or building permits to Route 142 have been applied for and are pending approval but not yet issued by the WDOT; and

WHEREAS, in order to accommodate the urgency expressed by Route 142 to expedite the commencement of construction, the City and Utility are willing to allow Route 142 to proceed with its development of the Real Estate pending issuance of the WDOT permits required by the Development Agreement; and

WHEREAS, in order to allow Route 142 to proceed with its development of the Real Estate, and to allow the City issuance of footing and foundation and building permits to Route 142, an amendment to the Development Agreement is required.

NOW, THEREFORE, in consideration of the mutual promises and undertakings of the Parties, the Parties agree as follows:

1. The foregoing recitals are incorporated into this First Amendment as if fully set forth in this Paragraph.

2. Section II.B.1. of the Development Agreement is amended to read as follows:

1. Prior to City issuance of any footing and foundation permits to Route 142 for any improvements within the Real Estate, Route 142, at Route 142's cost and expense, shall acquire, annex to the City, and dedicate to the City as right-of-way, sufficient land from the parcel of land west of, and contiguous to, the Real Estate for the remaining roadbed required for the installation of the connecting portion of 128<sup>th</sup> Avenue from the turn-around to CTH N. For purposes of this paragraph "annex to the City" shall be deemed complete upon enactment of the annexation ordinance for the annexation of the land referred to in this Section II.B.1. by a two-thirds vote of the elected members of the Common Council and the signed approval of the annexation ordinance by the Mayor. For purposes of this paragraph "roadbed" is defined to be the width of the right-of-way generally associated with a road of this dimension, including but not limited to, setbacks and future sidewalk requirements as depicted on the final plans approved by City Engineer.

3. Section II.E.4. of the Development Agreement is amended to read as follows:

4. Route 142, at Route 142's cost and expense, shall restore the Real Estate to the condition prior to the commencement by Route 142 of any land disturbing activities or land disturbing construction activities as defined in Chapter XXXIII of the Code of General Ordinances in the event WDNR or USACE do not issue any required permits or approvals for the disturbance of any wetlands in connection with any improvements required to be made by Bridge and Route 142 pursuant to this Agreement, or the conditions for the issuance of the required permits or approvals are not accepted by Bridge and Route 142. No footing and foundation permits or building permits will be issued by City to Route 142 for any improvements within the Real Estate until all permits and approvals for the disturbance of

wetlands in connection with any of the improvements required to be made by Bridge and Route 142 pursuant to this Agreement have been obtained, all conditions for the issuance of the required permits or approvals are accepted by Bridge and Route 142, and an Erosion Control Permit is issued by City to ~~Bridge and~~ Route 142 pursuant to Sections ~~I.F. and~~ II.D. of this Agreement.

4. Section III.A.5.h. of the Development Agreement is amended to read as follows:

h. except as provided in Section II.B.1 and Section II.E.4. of this Agreement, all Route 142 and Bridge 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; thirty percent (30%) of Route 142 Street Plans and one hundred percent (100%) of Bridge Street Plans have been reviewed and approved by City Engineer, Utility General Manager, ~~and Kenosha County and WDOT~~ prior to City issuance of any footing and foundation permits to Route 142; sixty percent (60%) of Route 142 Street Plans and one hundred (100%) of Bridge Street Plans have been reviewed and approved by City Engineer, Utility General Manager, ~~and Kenosha County and WDOT~~ prior to City issuance of any building permits to Route 142; one hundred percent (100%) of Bridge and Route 142 Street Plans have been reviewed and approved by City Engineer, Utility General Manager, Kenosha County and WDOT prior to City authorization to proceed with construction and installation of any public street improvements; and all other plans and construction specifications for the construction or installation of any of the improvements required to be made by Route 142 or Bridge pursuant to the conditional use permit and this Agreement have been reviewed and approved by City Engineer, Utility General Manger, Kenosha County and WDOT.

5. Section III.A.5.i. of the Development Agreement is amended to read as follows:

i. all ~~applicable~~ permit fees have been paid and all ~~applicable~~ permits, ~~including all Erosion Control Permits,~~ have been issued.

6. Section III.A.5.j. of the Development Agreement is amended to read as follows:

j. a pre-construction meeting attended by Route 142 ~~for the Route 142 improvements,~~ Bridge ~~for the Bridge improvements,~~ City, Utility, contractors and any consultants' inspectors has been held.

7. This First Amendment shall be recorded in the office of the Register of Deeds for Kenosha County, Wisconsin and all costs of recordation shall be paid by Route 142.

8. Capitalized terms used in this First Amendment, and not otherwise defined shall have the meanings given to such terms in the Development Agreement.

9. This First Amendment shall run with the Real Estate and shall be binding upon Route 142 and Bridge, Route 142's and Bridge's successors and assigns, and Route 142's successors in title.

10. This First Amendment 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.
11. This First Amendment may be executed in any number of counterparts, each of which shall constitute an original, and which taken together shall constitute one and the same instrument.
12. Except as otherwise provided in this First Amendment, all other terms and conditions of the Development Agreement remain in full force and effect.
13. Route 142 represents to City and Utility that Route 142 is a Delaware limited liability company, is in good standing in Delaware and Wisconsin, that all acts which are a condition precedent to entering into this First Amendment have thereby taken place, and that the individual executing this First Amendment on behalf of Route 142 has the authority to do so and to bind Route 142 to the terms and conditions of this First Amendment.
14. Bridge represents to City and Utility that Bridge is a Wisconsin limited liability company, that all acts which are a condition precedent to entering into this First Amendment have thereby taken place, and that the individual executing this First Amendment on behalf of Bridge has the authority to do so and to bind Bridge to the terms and conditions of this First Amendment.
15. Utility enters into this First Amendment by authority of action taken by the Board of Water Commissioners on the \_\_\_\_\_ day of \_\_\_\_\_, 2016.
16. City enters into this First Amendment by authority of action taken by its Common Council on the \_\_\_\_\_ day of \_\_\_\_\_, 2016.

*Signature Pages Follow*



THE CITY OF KENOSHA, WISCONSIN  
A Wisconsin Municipal Corporation

BY: \_\_\_\_\_  
JOHN M. ANTARAMIAN, Mayor

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

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

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

STATE OF WISCONSIN )  
  :SS.  
COUNTY OF KENOSHA)

Personally came before me this \_\_\_ day of \_\_\_\_\_, 2016, John M. Antaramian, Mayor, and Debra Salas, City Clerk/Treasurer of the City of Kenosha, Wisconsin, a Wisconsin municipal corporation, to me known to be such Mayor and City Clerk/Treasurer of said municipal corporation, and acknowledged to me that they executed the foregoing instrument as such officers as the Agreement of said municipal corporation, by its authority.

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



5 - REDLINE COPY

ROUTE 142, LLC  
A Delaware Limited Liability Company

By: \_\_\_\_\_  
PHILLIP D. HUNT, Executive Vice President

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

By: \_\_\_\_\_  
BRAD FOLKERT, Director of Construction

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

STATE OF WISCONSIN)  
:SS.  
COUNTY OF KENOSHA)

Personally came before me this \_\_\_\_\_ day of \_\_\_\_\_, 2016 Phillip D. Hunt and Brad Folkert as the Executive Vice President and Director of Construction of Route 142, LLC, a Delaware limited liability company, to me known to be the persons who executed the foregoing instrument and acknowledged the same.

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

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

EXHIBIT A  
LEGAL DESCRIPTION OF PROPERTY

Lot 1, Certified Survey Map No. 2808, recorded with the Kenosha County Register of Deeds on April 4, 2016, as Document No. 1769050 being a redivision of Certified Survey Map No. 1084 recorded in the Office of the Register of Deeds for Kenosha County, Wisconsin on January 14, 1986 in Vol. 1210 Page 114 as Document No. 747277 and lands in the Northwest 1/4, Southwest 1/4, Northeast 1/4 and Southeast 1/4 of the Southeast 1/4 of Section 24, and the Northwest 1/4, Southwest 1/4, Northeast 1/4 and Southeast 1/4 of the Northeast 1/4 of Section 25, Town 2 North, Range 21 East, in the City of Kenosha, Kenosha County, Wisconsin.

Tax Parcel No: 08-221-25-102-021

FIRST AMENDMENT TO DEVELOPMENT  
AGREEMENT BETWEEN THE CITY OF  
KENOSHA, THE KENOSHA WATER  
UTILITY, BRIDGE KENOSHA, LLC AND  
ROUTE 142, LLC

Document Number

Document Title

This space is reserved for recording data

Return to

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

08-221-25-102-021

Parcel Identification Numbers

**FIRST AMENDMENT TO  
DEVELOPMENT AGREEMENT**

**Between**

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

**And**

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

**And**

**BRIDGE KENOSHA, LLC  
A Wisconsin Limited Liability Company**

**And**

**ROUTE 142, LLC  
A Delaware Limited Liability Company**

This First Amendment to Development Agreement, (“First Amendment”) 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”), Bridge Kenosha, LLC, a Wisconsin limited liability company with principal offices located at 350 West Hubbard Street, Suite 430, Chicago, Illinois, 60654 (“Bridge), and Route 142, LLC, a Delaware limited liability company with principal offices located at 12575 Uline Drive, Pleasant Prairie, Wisconsin, 53158 (“Route 142”), collectively referred to as the Parties.

**RECITALS**

WHEREAS, the Parties entered into a Development Agreement which was recorded with the Kenosha County Register of Deeds on April 4, 2016 as Document No. 1769052 for the development of the Real Estate shown as Lot 1 on Certified Survey Map No. 2808 recorded with the Kenosha County Register of Deeds on April 4, 2016 as Document No. 1769050 more particularly described on attached Exhibit A; and

WHEREAS, prior to the City issuance of any footing and foundation or building permits to Route 142, the Development Agreement requires Route 142 to annex additional land to the City for the completion of 128<sup>th</sup> Avenue, the approval of the Bridge and Route 142 Street Plans and the issuance of all required permits for all public street improvements by the City Engineer, Utility General Manager, Kenosha County and WDOT, and the issuance of an Erosion Control Permit by the City to Bridge; and

WHEREAS, Route 142 has expressed its urgency to the City and Utility to expedite the commencement of construction; and

WHEREAS, the permits required by the WDOT as a condition to the City issuance of any footing and foundation or building permits to Route 142 have been applied for and are pending approval but not yet issued by the WDOT; and

WHEREAS, in order to accommodate the urgency expressed by Route 142 to expedite the commencement of construction, the City and Utility are willing to allow Route 142 to proceed with its development of the Real Estate pending issuance of the WDOT permits required by the Development Agreement; and

WHEREAS, in order to allow Route 142 to proceed with its development of the Real Estate, and to allow the City issuance of footing and foundation and building permits to Route 142, an amendment to the Development Agreement is required.

NOW, THEREFORE, in consideration of the mutual promises and undertakings of the Parties, the Parties agree as follows:

1. The foregoing recitals are incorporated into this First Amendment as if fully set forth in this Paragraph.
2. Section II.B.1. of the Development Agreement is amended to read as follows:
  1. Prior to City issuance of any footing and foundation permits to Route 142 for any improvements within the Real Estate, Route 142, at Route 142's cost and expense, shall acquire, annex to the City, and dedicate to the City as right-of-way, sufficient land from the parcel of land west of, and contiguous to, the Real Estate for the remaining roadbed required for the installation of the connecting portion of 128<sup>th</sup> Avenue from the turn-around to CTH N. For purposes of this paragraph "annex to the City" shall be deemed complete upon enactment of the annexation ordinance for the annexation of the land referred to in this Section II.B.1. by a two-thirds vote of the elected members of the Common Council and the signed approval of the annexation ordinance by the Mayor. For purposes of this paragraph "roadbed" is defined to be the width of the right-of-way generally associated with a road of this dimension, including but not limited to, setbacks and future sidewalk requirements as depicted on the final plans approved by City Engineer.
3. Section II.E.4. of the Development Agreement is amended to read as follows:
  4. Route 142, at Route 142's cost and expense, shall restore the Real Estate to the condition prior to the commencement by Route 142 of any land disturbing activities or land disturbing construction activities as defined in Chapter XXXIII of the Code of General Ordinances in the event WDNR or USACE do not issue any required permits or approvals for the disturbance of any wetlands in connection with any improvements required to be made by Bridge and Route 142 pursuant to this Agreement, or the conditions for the issuance of the required permits or approvals are not accepted by Bridge and Route 142. No footing and foundation permits or building permits will be issued by City to Route 142 for any improvements within the Real Estate until all permits and approvals for the disturbance of

wetlands in connection with any of the improvements required to be made by Bridge and Route 142 pursuant to this Agreement have been obtained, all conditions for the issuance of the required permits or approvals are accepted by Bridge and Route 142, and an Erosion Control Permit is issued by City to Route 142 pursuant to Section II.D. of this Agreement.

4. Section III.A.5.h. of the Development Agreement is amended to read as follows:
  - h. except as provided in Section II.B.1 and Section II.E.4. of this Agreement, all Route 142 and Bridge 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; thirty percent (30%) of Route 142 Street Plans and one hundred percent (100%) of Bridge Street Plans have been reviewed and approved by City Engineer, Utility General Manager, and Kenosha County prior to City issuance of any footing and foundation permits to Route 142; sixty percent (60%) of Route 142 Street Plans and one hundred (100%) of Bridge Street Plans have been reviewed and approved by City Engineer, Utility General Manager, and Kenosha County prior to City issuance of any building permits to Route 142; one hundred percent (100%) of Bridge and Route 142 Street Plans have been reviewed and approved by City Engineer, Utility General Manager, Kenosha County and WDOT prior to City authorization to proceed with construction and installation of any public street improvements; and all other plans and construction specifications for the construction or installation of any of the improvements required to be made by Route 142 or Bridge pursuant to the conditional use permit and this Agreement have been reviewed and approved by City Engineer, Utility General Manger, Kenosha County and WDOT.
5. Section III.A.5.i. of the Development Agreement is amended to read as follows:
  - i. all applicable permit fees have been paid and all applicable permits have been issued.
6. Section III.A.5.j. of the Development Agreement is amended to read as follows:
  - j. a pre-construction meeting attended by Route 142 for the Route 142 improvements, Bridge for the Bridge improvements, City, Utility, contractors and any consultants' inspectors has been held.
7. This First Amendment shall be recorded in the office of the Register of Deeds for Kenosha County, Wisconsin and all costs of recordation shall be paid by Route 142.
8. Capitalized terms used in this First Amendment, and not otherwise defined shall have the meanings given to such terms in the Development Agreement.
9. This First Amendment shall run with the Real Estate and shall be binding upon Route 142 and Bridge, Route 142's and Bridge's successors and assigns, and Route 142's successors in title.
10. This First Amendment 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.
11. This First Amendment may be executed in any number of counterparts, each of which shall constitute an original, and which taken together shall constitute one and the same instrument.
  12. Except as otherwise provided in this First Amendment, all other terms and conditions of the Development Agreement remain in full force and effect.
  13. Route 142 represents to City and Utility that Route 142 is a Delaware limited liability company, is in good standing in Delaware and Wisconsin, that all acts which are a condition precedent to entering into this First Amendment have thereby taken place, and that the individual executing this First Amendment on behalf of Route 142 has the authority to do so and to bind Route 142 to the terms and conditions of this First Amendment.
  14. Bridge represents to City and Utility that Bridge is a Wisconsin limited liability company, that all acts which are a condition precedent to entering into this First Amendment have thereby taken place, and that the individual executing this First Amendment on behalf of Bridge has the authority to do so and to bind Bridge to the terms and conditions of this First Amendment.
  15. Utility enters into this First Amendment by authority of action taken by the Board of Water Commissioners on the \_\_\_\_\_ day of \_\_\_\_\_, 2016.
  16. City enters into this First Amendment by authority of action taken by its Common Council on the \_\_\_\_\_ day of \_\_\_\_\_, 2016.

*Signature Pages Follow*



THE CITY OF KENOSHA, WISCONSIN  
A Wisconsin Municipal Corporation

BY: \_\_\_\_\_  
JOHN M. ANTARAMIAN, Mayor

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

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

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

STATE OF WISCONSIN )  
  :SS.  
COUNTY OF KENOSHA)

Personally came before me this \_\_\_ day of \_\_\_\_\_, 2016, John M. Antaramian, Mayor, and Debra Salas, City Clerk/Treasurer of the City of Kenosha, Wisconsin, a Wisconsin municipal corporation, to me known to be such Mayor and City Clerk/Treasurer of said municipal corporation, and acknowledged to me that they executed the foregoing instrument as such officers as the Agreement of said municipal corporation, by its authority.

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

BRIDGE KENOSHA, LLC  
A Wisconsin Limited Liability Company

By: \_\_\_\_\_  
ANTHONY PRICCO, Manager

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

By: \_\_\_\_\_  
RONALD FRAIN, Manager

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

STATE OF ILLINOIS)  
:SS.  
COUNTY OF COOK)

Personally came before me this \_\_\_\_\_ day of \_\_\_\_\_, 2016 Anthony Pricco and Ronald Frain of Bridge Kenosha, LLC, a Wisconsin limited liability company to me known to be such Managers of said limited liability company, and acknowledged to me that they executed the foregoing instrument as such officers as the agreement of said limited liability company, by its authority.

\_\_\_\_\_  
Name \_\_\_\_\_  
Notary Public, Cook County, IL.  
My Commission expires/is: \_\_\_\_\_

ROUTE 142, LLC  
A Delaware Limited Liability Company

By: \_\_\_\_\_  
PHILLIP D. HUNT, Executive Vice President

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

By: \_\_\_\_\_  
BRAD FOLKERT, Director of Construction

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

STATE OF WISCONSIN)  
:SS.  
COUNTY OF KENOSHA)

Personally came before me this \_\_\_\_\_ day of \_\_\_\_\_, 2016 Phillip D. Hunt and Brad Folkert as the Executive Vice President and Director of Construction of Route 142, LLC, a Delaware limited liability company, to me known to be the persons who executed the foregoing instrument and acknowledged the same.

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

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

EXHIBIT A  
LEGAL DESCRIPTION OF PROPERTY

Lot 1, Certified Survey Map No. 2808, recorded with the Kenosha County Register of Deeds on April 4, 2016, as Document No. 1769050 being a redivision of Certified Survey Map No. 1084 recorded in the Office of the Register of Deeds for Kenosha County, Wisconsin on January 14, 1986 in Vol. 1210 Page 114 as Document No. 747277 and lands in the Northwest 1/4, Southwest 1/4, Northeast 1/4 and Southeast 1/4 of the Southeast 1/4 of Section 24, and the Northwest 1/4, Southwest 1/4, Northeast 1/4 and Southeast 1/4 of the Northeast 1/4 of Section 25, Town 2 North, Range 21 East, in the City of Kenosha, Kenosha County, Wisconsin.

Tax Parcel No: 08-221-25-102-021



SHELLY BILLINGSLEY, MBA, PE  
Director of Public Works

June 2, 2016

To: David F. Bogdala, Chairperson, Public Works Committee

Cc: Jesse Downing, District 17

From: Shelly Billingsley, MBA, PE  
Director of Public Works

Subject: Kenosha County Public Works Department Permit to Excavate and/or Fill on Highway Right-of-Way (Reconstruction of CTH N (38th Street) from 128th Avenue east to West Frontage Road of I-94)

### **BACKGROUND INFORMATION**

The Development Agreement between the City of Kenosha, the Kenosha Water Utility, Bridge Kenosha LLC, and Route 142 LLC for the property generally located south of STH 142 and West of the West Frontage Road has the requirement that Bridge Kenosha LLC reconstruct CTH N (38th Street) from 128th Avenue East to the West Frontage Road. This section of CTH N is under the jurisdiction of Kenosha County. The County is requiring that the City apply for this permit, which is necessary for the reconstruction. The Permit imposes conditions of future maintenance on the City.

### **RECOMMENDATION**

Staff recommends approval

KENOSHA COUNTY PUBLIC WORKS DEPARTMENT  
PERMIT TO EXCAVATE AND/OR FILL ON HIGHWAY RIGHT OF WAY

<p>NAME and ADDRESS OF PERMITTEE:</p> <p>City of Kenosha</p> <p>625 52<sup>nd</sup> Street</p> <p>Kenosha, WI 53140</p>	<p>PURPOSE OF PROPOSED WORK:</p> <p>Reconstruction of CTH "N"</p> <p>WORK COMPLETION DATE:</p> <p>December 31, 2016</p> <p>COUNTY:</p> <p>Kenosha</p> <p>NUMBER OF LANES TO BE PROVIDED FOR TRAFFIC: Closed during construction</p>
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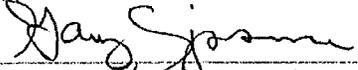
DETAILED DESCRIPTION OF WORK LOCATION: CTH "N" (38<sup>th</sup> Street) from 128<sup>th</sup> Avenue including westerly approach to the West Frontage Road of I-94.

The proposed work has been inspected by a representative of the Kenosha County Public Works Department. As provided by Section 86.07(2), Wisconsin Statutes, a permit therefore is granted, subject to the plans and project supporting documents of "38<sup>th</sup> Street & 128<sup>th</sup> Avenue" as submitted by Pinnacle Engineering to the Kenosha County Department of Public Works on May 13, 2016 and to the following conditions and any attached hereto:

1. Proper barricades, signs, flags, lights, and flag men shall be provided and maintained at all locations where construction and maintenance work interferes with normal traffic use of the highway. All marking and signing providing for traffic control purposes including detour route signing shall conform to the standards and specifications of the current issue of the FHWA Manual on Uniform Traffic Control Devices, including State of Wisconsin Supplement.
2. The applicant, his successors or assigns, agrees to hold harmless Kenosha County and its duly appointed agents and employees against any action for personal injury or property damage sustained by reason or exercise of this permit.
3. The proposed construction and the exercise of this permit shall conform to the requirements of the Wisconsin Statutes, and to any regulations imposed by any legally constituted body having jurisdiction.
4. The Kenosha County Public Works Department reserves the right to make such changes, additions, and relocations within statutory limits on the right of way as may, at any time, be considered necessary to permit the relocation, reconstruction, widening, and maintaining of the highway, or to provide proper protection to life and property on the highway.
5. The entire cost of constructing, maintaining, removing, altering or replacing the facility installed under this permit shall be the sole responsibility of the applicant. The applicant shall be responsible for all routine highway maintenance activities involving the permitted work on the highway.
6. All damages to the highway shall be repaired, and the roadway surface, shoulders, slopes, ditches, etc. shall be constructed to a condition acceptable to the Kenosha County Public Works Department representative at the sole cost and expense of the applicant.
7. Where the permitted work involves open trenching and/or tunneling, temporary sheeting and shoring shall be used as necessary to prevent soil caving.

The Kenosha County Public Works Department shall have access to the work at all times for the purpose of inspection. The completed work, including highway restorations, shall be acceptable to the Public Works Director or his authorized representative.

Approved:

  
\_\_\_\_\_  
Kenosha County Public Works Representative

Date: MAY 16, 2016

\_\_\_\_\_  
City of Kenosha Representative

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