

**AGENDA
PUBLIC WORKS
COMMITTEE**

**MONDAY, AUGUST 18, 2014
ROOM 202
5:30 P.M.**

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

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

Approval of minutes of regular meeting held on August 4, 2014

1. 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 (Project 14-1026 56th Street Sidewalk). **PUBLIC HEARING (District 2)**
2. Revision to State/Municipal Agreement for Interstate Highway 94 and State Trunk Highway 50 Interchange. (Project ID 1032-10-00/1032-10-70) **(District 16)**
3. First Amendment to Development Agreement between the City of Kenosha, Wisconsin and the Kenosha Water Utility and KTR WIS III LLC and KTR WIS IV LLC. **(District 16)** *(City Plan Commission approved 10-0) (also referred to Stormwater Utility Committee)*
4. Award of Contract for Project 14-1014 Concrete Street Repairs (Citywide Locations) to Cornerstone Pavers, LLC (Racine, Wisconsin) in the amount of \$112,000. **(All Districts)**
5. Award of Contract for Project 14-1026 56th Street Sidewalk (56th Street – Sheridan Road to 13th Avenue) to A.W. Oakes & Son, Inc. (Racine, Wisconsin) in the amount of \$225,500. **(District 2)**
6. Acceptance of Project 13-1412 Simmons Field – Stadium Renovations (7817 Sheridan Road) which has been satisfactorily completed by Camosy Construction (Kenosha, Wisconsin). The final amount of the contract is \$731,519.84. **(District 12)** *(Park Commission approved 4-0)*
7. Acceptance of Project 13-1024 60th Street Resurfacing (60th Street – 30th Avenue to 39th Avenue, 39th Avenue – 59th Street to 60th Street) which has been satisfactorily completed by Cicchini Asphalt, LLC (Kenosha, Wisconsin). The final amount of the contract is \$1,241,805.04. (\$1,204,599.53 Resurfacing funds) **(Districts 3, 11 & 15)** *(also referred to Stormwater Utility Committee)*

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 CONSITUTE A QUORUM OF THE COMMON COUNCIL, THE COUNCIL WILL NOT
TAKE ANY ACTION AT THIS MEETING.**

PUBLIC WORKS COMMITTEE
- MINUTES -

MONDAY, AUGUST 4, 2014
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, August 4, 2014 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, and Rhonda Jenkins. Alderman Patrick Juliana was excused. The meeting was called to order at 6:01pm. Staff members in attendance were Mike Lemens, Assistant City Attorney Jon Mulligan, and Rich Schroeder, Deputy Director of Community Development & Inspections.

Approval of minutes of regular meeting held on July 21, 2014.

It was moved by Alderman Michalski, seconded by Alderman Gordon to approve. Motion passed 5-0.

1. 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 (Project 14-1015 39th Avenue Resurfacing). **PUBLIC HEARING (District 10)**
A public hearing was held, no one spoke. It was moved by Alderman Gordon, seconded by Alderman Michalski to approve. Motion passed 5-0.
2. Award of Contract for Project 14-1016 104th Avenue Resurfacing (104th Avenue – 60th Street to 321 ft North of 64th Street, 55th Avenue – 45th Street to 298 feet North of 45th Street) to Black Diamond (Oak Creek, WI) in the amount of \$207,000.00. **(Districts 16 & 17)**
It was moved by Alderman Gordon, seconded by Alderman Jenkins to approve. Motion passed 5-0.
3. Award of Contract for Project 14-1019 Joint, Crack Cleaning and Sealing (Citywide Locations) to Fahrner Asphalt Sealers (*Wauwaukee, WI*) in the amount of \$150,000.00. **(All Districts)**
It was moved by Alderman Gordon, seconded by Alderman Michalski to approve. Motion passed 5-0.
4. By the Finance Committee – Resolution to Amend the City of Kenosha Capital Improvement Program for 2014 by Increasing OT10-001 “Overpass Painting” in the amount of \$45,000 and Decreasing OT14-004 “Downtown Street Lighting Upgrade” in the amount of \$45,000 for a net change of \$0. (*also referred to Finance Committee*)
It was moved by Alderman Michalski, seconded by Alderman Jenkins to approve. Motion passed 5-0.
5. Award of Contract for Project 14-2002 Overpass Painting Phase IV (1200 Block of 43rd Street, 1300 Block of 57th Street, 1300 Block of 68th Street) to Mill Coatings, Inc (Suamico, Wisconsin) in the amount of \$195,000. **(Districts 1, 2, 3)**

It was moved by Alderman Michalski, seconded by Alderman Jenkins to approve. Motion passed 5-0.

6. By the Mayor – Resolution to approve a one-lot Certified Survey Map for property at 3501 120th Avenue. (Project Onyx) **(District 16)** (City Plan Commission-Approved Ayes 10: Noes 0) (referred on July 21, 2014 Common Council agenda)
It was moved by Alderman Gordon, seconded by Alderman Michalski to approve. Motion passed 5-0.
7. Petition to vacate an alley east of 40th Avenue and north of 79th Street. (DeWitt/Prozanski) **(District 14)** (City Plan Commission-Approved-Ayes:10: Noes 0) (referred on July 21, 2014 Common Council agenda)
Rich Schroeder answered questions. It was moved by Alderman Gordon, seconded by Alderman Jenkins to approve. Motion passed 5-0.
8. Development Agreement between the City of Kenosha and the Kenosha Water Utility and 125th Avenue Hotel, LLC and SMMFLP Limited Partnership. (Hampton Inn) **(District 16)** (City Plan Commission-Approved-Ayes 10:Noes 0) (also referred to Stormwater Utility Committee and Board of Water Commissioners) (referred on July 21,2014 Common Council agenda)
It was moved by Alderman Gordon, seconded by Alderman Michalski to approve. Motion passed 5-0.
9. Request to pave lawn park area with stamped concrete for Project 14-1026 56th Street Sidewalk (north side only 912 56th Street to 1112 56th Street). **(District 2)**
It was moved by Alderman Jenkins, seconded by Alderman Gordon to approve. Motion passed 5-0.

INFORMATIONAL: Project Status Report

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 6:14pm.*

RESOLUTION NO. _____

BY: 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**

WHEREAS, on the **18th day of August, 2014**, the Common Council of the City of Kenosha, Wisconsin, held a properly noticed Public Hearing and heard all persons wishing to be heard regarding public sidewalk and/or driveway approach construction, and/or replacement, at the cost of owners of parcels of property listed in a report on file in the Office of the Department of Public Works for the City of Kenosha, Wisconsin, which abut the following Streets:

56th Street – Sheridan Road to 13th Avenue

NOW, THEREFORE, BE IT RESOLVED by the Common Council of the City of Kenosha, Wisconsin, that pursuant to the authority of Section 5.05 of the Code of General Ordinances, and Section 66.0627, Wisconsin Statutes:

1. The owner of each parcel described on file may have the sidewalk and driveway approach abutting said parcel constructed, repaired or replaced (“Work”) prior to the start of work on their block, upon obtaining a proper permit under Chapter 5 of the Code of General Ordinances.
2. If the owner fails to complete such Work within the time specified, the Common Council shall cause the Work to be done at the expense of the property owner by contract let to the lowest responsible bidder, and the Work will be paid for by assessing the cost of the Work to the benefited property. Invoices for said Work will be sent out after the first of the year following Work being completed. If the cost of Work is

under One Hundred (\$100.00) Dollars, it shall be paid in its entirety within thirty (30) days of receipt of invoice. If the cost of Work is over One Hundred (\$100.00) Dollars, it may be paid in its entirety within thirty (30) days of receipt of invoice, and if not so paid, placed on the tax roll for a period of three (3) years at an interest rate of seven and one-half (7.5%) per annum. If not paid within the period fixed, such a delinquent special charge shall become a lien as provided in Section 66.0703(13), Wisconsin Statutes, as of the date of such delinquency, and shall automatically be extended upon the current or next tax roll as a delinquent tax against the property and all proceedings in relation to the collection, return and sale of property for delinquent real estate taxes shall apply to such special charge.

3. The Director of Public Works shall serve a copy of this Resolution on each property owner by publishing the same in the official newspaper, together with a mailing by first class mail to the owner, if their post office address is known or can be ascertained with reasonable diligence.

Adopted this 18th day of August, 2014.

APPROVED:

KEITH G. BOSMAN, MAYOR

ATTEST:

DEBRA L. SALAS, CITY CLERK/TREASURER

ASSESSED
S.F./LN.

TOTAL
ASSESSMENT

PARCEL NUMBER LOT
12-223-31-436-006-0

PROPERTY ADDRESS
REDEVELOPMENT AUTHORITY OF THECITY
1204 056 ST

NUMBER OF SQUARES
WORK TO BE DONE AT CITY COST

MAIL TO ADDRESS
CITY OF KENOSHA REDEVELOPMENT
625 52ND ST
KENOSHA, WI 53140-3480

LEGAL DESCRIPTION
PT OF B 21 SE 1/4 SEC 31 T 2 R
23 COM AT SW COR OF BLK TH
E'LY 71FT N'LY TO A PT 48 FT S
OF CTR LINE OF BLK W'LY 63.9
FT TO PT 38 FT S OF CTR LINE
OF BLK S TO BEG
V 1653 P 209
PARKING

PARCEL NUMBER LOT
12-223-31-436-007-0

PROPERTY ADDRESS
REDEVELOPMENT AUTH OF KENOSHA
1118 056 ST

NUMBER OF SQUARES
WORK TO BE DONE AT CITY COST

MAIL TO ADDRESS
CITY OF KENOSHA REDEVELOPMENT
625 52ND ST
KENOSHA, WI 53140-3735

LEGAL DESCRIPTION
BEING PT OF B 21 SE 1/4 SEC 31
T 2 R 23 COM 71 FT E OF SW COR
OF B TH NLY 8 RDS TO A PT
WHICH IS 61 FT E OF E LINE OF
13TH AVE E'LY 64 FT S'LY 8 RDS
E'LY 67 FT TO BEG
PARKING

PARCEL NUMBER	LOT	250.000	\$1,650.00
12-223-31-436-008-0			
PROPERTY ADDRESS		4" CONC R-R 250.00SF @ \$6.60 = \$1650.00	
PAUL CAMPAGNA		NUMBER OF SQUARES 10	
1112 056 ST			

MAIL TO ADDRESS
 PAUL CAMPAGNA
 7512 20TH AVE
 KENOSHA, WI 53143

LEGAL DESCRIPTION
 COMM 138 FT E'LY FROM THE SW
 COR OF BLK 21 TH NL'Y 9 RODS
 E'LY 60 FT SLY 9 RODS W'LY 60
 FT TO BEG ALSO COMM AT SE COR
 ABOVE DESCRIBED PREMISES TH
 N'LY 90 FT & TO N FACE OF BLDG
 WHICH NOW STANDS UPON THE DESC
 PROPERTY TH EL'Y 44/100 FT &
 TO E FACE OF SAID BLDG TH SL'Y
 90 FT* AND TO PT OF BEG BEING
 PT OF SE 1/4 SEC 31 T 2 R 23
 DOC#1250630
 DOC#1564917

PARCEL NUMBER	LOT	250.000	\$1,650.00
12-223-31-436-010-0			
PROPERTY ADDRESS		4" CONC R-R 250.00SF @ \$6.60 = \$1650.00	
3 RICHARDS LLC		NUMBER OF SQUARES 10	
1100 056 ST			

MAIL TO ADDRESS
 3 RICHARDS LLC
 3614 16TH PL
 KENOSHA, WI 53144

LEGAL DESCRIPTION
 PT BLK 21 ORIGINAL TOWN OF
 SOUTHPORT PT SE 1/4 SEC 31
 T 2 R 23 BEG AT SE COR BLK
 TH W 62.1 FT N 85 FT E 62.85
 FT TH S 85 FT TO POB
 DOC#1361025
 DOC#1412676

PARCEL NUMBER LOT
12-223-31-436-012-0

PROPERTY ADDRESS
MZAM LIMITED LIABILITY PARTNERSHIP
1108 056 ST

NUMBER OF SQUARES
WORK TO BE DONE AT CITY COST

MAIL TO ADDRESS
MZAM PARTNERSHIP
1108 56TH ST
KENOSHA, WI 53140-3668

LEGAL DESCRIPTION
SE 1/4 SEC 31 T 2 R 23 PT BLK
21 BEG SE COR SD BLK W 105 FT
TH N'LY 85 DEG ANGLE PAR WITH
N & S CNT LN SD BLK 116.44 FT
TO PT 150 FT S OF N LN SD BLK
TH E'LY 96.16 FT TO W LN 11TH
AVE TH S'LY 116 FT TO POB
EXC BEG SW COR ABOVE DESC TH
N'LY 90 FT & TO N OUTSIDE FACE
OF BLDG E'LY .44 FT & TO E
FACE SD BLDG S'LY 90 FT TO
POB ALSO EXC BEG SE COR SD
BLK W 62.1 FT TH N 85 FT TH E
62.85 FT TH S 85 FT TO POB 1982
DOC#1173352
DOC#1173354

PARCEL NUMBER LOT
12-223-31-437-004-0

PROPERTY ADDRESS
LEMUEL GOMEZ, ANGIE I GOMEZ, JESUS
1018 056 ST

NUMBER OF SQUARES
WORK TO BE DONE AT CITY COST

MAIL TO ADDRESS
LEMUEL GOMEZ
5605 SHERIDAN RD #81
KENOSHA, WI 53140

LEGAL DESCRIPTION
SE 1/4 SEC 31 T 2 R 23 BLK 22
COM ON N LINE OF 56TH ST AT SW
COR OF BLK TH N 128.13 FT E 77
FT S 128.13 FT W 77 FT TO BEG
V 1386 P 753
DOC#1208596
DOC#1391455

PARCEL NUMBER LOT
12-223-31-437-005-0

PROPERTY ADDRESS
KENOSHA COUNTY
1016 056 ST

NUMBER OF SQUARES
ALL WORK TO BE DONE AT CITY COST

MAIL TO ADDRESS
COUNTY OF KENOSHA
ATTN: COUNTY CLERK
KENOSHA, WI 53140

LEGAL DESCRIPTION
2755-2B SE 1/4 SEC 31 T 2 R 23
BLK 22 COM 132 FT W OF SE COR
OF BLK TH W 55 FT N 128.13 FT
E 10FT N 23.87 FT E 45 FT S
152 FT TO POB .185 AC
DOC#1019043
(UNEMPLOYMENT OFFICE)

PARCEL NUMBER LOT
12-223-31-437-006-0

PROPERTY ADDRESS
COUNTY OF KENOSHA
1012 056 ST

NUMBER OF SQUARES
ALL WORK TO BE DONE AT CITY COST

MAIL TO ADDRESS
COUNTY OF KENOSHA
C/O FISCAL MANAGER PUBLIC WO
BRISTOL, WI 53104

LEGAL DESCRIPTION
W 1/3 OF SE 1/4 OF BLK 22
PT SE 1/4 SEC 31 T 2 R 23
V 1326 P 649
DOC#1705705

PARCEL NUMBER LOT
12-223-31-437-007-0

PROPERTY ADDRESS
KENOSHA COUNTY
1010 056 ST

NUMBER OF SQUARES
ALL WORK TO BE DONE AT CITY COST

MAIL TO ADDRESS
KENOSHA COUNTY
ATTN: COUNTY CLERK
KENOSHA, WI 53140-3747

LEGAL DESCRIPTION
E 2/3 OF SE 1/4 OF B 22 BEING
PT OF SE 1/4 SEC 31 T 2 R 23
V 1556 P 109 .266
(KCAB)

PARCEL NUMBER LOT
12-223-31-438-001-0

PROPERTY ADDRESS
KENOSHA COUNTY
912 056 ST

NUMBER OF SQUARES
ALL WORK TO BE DONE AT CITY COST

MAIL TO ADDRESS
KENOSHA COUNTY
ATTN: COUNTY CLERK
KENOSHA, WI 53140-3747

LEGAL DESCRIPTION
B 23 PT OF SE 1/4 SEC 31 T2
R23 ALSO S 1/2 OF VACATED
55TH ST RES#116-97 DOC#
1069288 (COUNTY COURT HOUSE)
(1998 LOT LINE ADJUSTMENT)
V 109 P 240 1.75 AC

PARCEL NUMBER
12-223-31-454-014-0

LOT

162.000

\$1,069.20

PROPERTY ADDRESS
KENOSHA COUNTY
5601 013 AV

4" CONC R-R 162.00SF @ \$6.60 = \$1069.20
NUMBER OF SQUARES 6.5

MAIL TO ADDRESS
COUNTY OF KENOSHA
ATTN COUNTY CLERK
KENOSHA, WI 53140

LEGAL DESCRIPTION
PT SE 1/4 SEC 31 T 2 R 23 BEG
SW COR B 36 VILLAGE OF
SOUTHPORT TH N 129.98 FT CONT
N 34.62 FT TO POB E 155.8 FT N
50 FT M/L W 147.7 FT TO E LN
13TH AV S 51.40 FT TO BEG 1990
(PT 12-223-21-454-003)
DOC#1726759

STREET TOTAL

890.00

\$5,874.00

GRAND TOTALS PARCELS 14 FOOTAGE

890.000

TOTAL COST

\$5,874.00



ENGINEERING DIVISION
SHELLY BILLINGSLEY, P.E.
CITY ENGINEER

PARK DIVISION
JEFF WARNOCK
SUPERINTENDENT

FLEET MAINTENANCE
MAURO LENCI
SUPERINTENDENT

STREET DIVISION
JOHN H. PRIJIC
SUPERINTENDENT

WASTE DIVISION
ROCKY BEDNAR
SUPERINTENDENT

DEPARTMENT OF PUBLIC WORKS

MICHAEL M. LEMENS, P.E., DIRECTOR
SHELLY BILLINGSLEY, P.E., DEPUTY DIRECTOR

MUNICIPAL BUILDING · 625 - 52ND ST · RM 305 · KENOSHA, WI 53140
TELEPHONE (262) 653-4050 · FAX (262) 653-4056
EMAIL PUBLICWORKS@KENOSHA.ORG

August 14, 2014

To: Eric Haugaard, Chairman,
Public Works Committee

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

Subject: **State/Municipal Project Agreement**
WisDOT Project I.D. 1032-10-00/70
IH94 – STH 50 Interchange
Revised Agreement

BACKGROUND/ANALYSIS

Common Council approved the State/Municipal Project Agreement for IH-94 – STH 50 Interchange on December 21, 2009. The City agreed to cost share the improvements of the Highway 50 interchange at I-94 and the relocation of the east side frontage road, certain portions of the area streets to be reconstructed for traffic safety and access. Improvements included sidewalks, lighting, and other improvements that are partially funded with State and Federal dollars, or are non-participating costs. This particular project agreement was revised to add State funding related to LED lighting on 123rd Avenue and 74th Street.

Formal approval of the State/Municipal Project Agreement Revision is required for authorization.

RECOMMENDATION

Approve the State/Municipal Project Agreement Revision and authorize the Mayor to execute the necessary document on behalf of the City.

TERMS AND CONDITIONS:

1. The initiation and accomplishment of the improvement will be subject to the applicable Federal and State regulations.
2. The Municipality shall pay to the State all costs incurred by the State in connection with the improvement which exceed Federal/State financing commitments or are ineligible for Federal/State financing.
3. Funding of each project phase (preliminary engineering, real estate, construction, and other) is subject to inclusion in an approved program. Federal aid and/or State transportation fund financing will be limited to participation in the costs of the following items as specified in the estimate summary:
 - (a) The grading, base, pavement, and curb and gutter.
 - (b) Catch basins and inlets for surface water drainage of the improvement, with connections to the storm sewer main.
 - (c) Construction engineering incident to inspection and supervision of actual construction work.
 - (d) Signing and pavement marking, including detour routes.
 - (e) Storm sewer mains necessary for the surface water drainage.
 - (f) Construction of new sidewalks and driveways, replacement of sidewalks and private driveways resulting from roadway construction.
 - (g) New installations or alteration resulting from roadway construction of standard State street lighting and traffic signals or devices.
 - (h) Real Estate for the improvement.
 - (i) Preliminary engineering and state review services.
4. Work necessary to complete the improvement to be financed entirely by the Municipality or other utility or facility owner includes the following items:
 - (a) New installations of or alteration of sanitary sewers and connections, water, gas, electric, telephone, telegraph, fire or police alarm facilities, parking meters, and similar utilities.
 - (b) Bridge width in excess of standards.
5. As the work progresses, the Municipality will be billed for work completed which is not chargeable to Federal/State funds. Upon completion of the project, a final audit will be made to determine the final division of costs.
6. If the Municipality should withdraw the project, it shall reimburse the State for any costs incurred by the State in behalf of the project.
7. The work will be administered by the State and may include items not eligible for Federal/State participation.
8. The Municipality shall at its own cost and expense:
 - (a) Maintain all portions of the project that lie within its jurisdiction for such maintenance through statutory requirements, in a manner satisfactory to the State and shall make ample provision for such maintenance each year.
 - (b) Maintenance of sidewalks and landscaping features along the project.
 - (c) Maintenance of lighting systems, to include energy.

(d) Maintenance of all features outside the travel lanes when additional pavement width is added at the request of the Municipality, with the exception of turn lanes.

(e) Prohibit angle parking.

(f) Regulate or prohibit all parking at locations where and when the pavement area usually occupied by parked vehicles will be needed to carry active traffic in the street.

9. Basis for local participation:

Funding for real estate required for standard roadway construction, 100% State.

Funding for compensable utilities required for standard roadway construction, 100% State.

Funding for lighting is 50% State and 50% Municipal. Municipal lump sum payment of \$16,500 for upgrading LED lighting. Municipal credit \$31,500 for Municipal provided lighting. The credit is based on construction costs of \$27,000 (\$54,000 funded 50% State) and design costs of \$4,500 funded 100% State for a total of \$31,500.

Funding for new sidewalk is 80% State and 20% Municipal.

Funding for landscaping is 80% State and 20% Municipals.

Planning & Zoning Division 625 52nd Street Kenosha, WI 53140 262.653.4030	Kenosha City Plan Commission FACT SHEET	August 7, 2014	Item 4
First Amendment to Development Agreement between the City of Kenosha, Wisconsin and the Kenosha Water Utility and KTR WIS III LLC and KTR WIS IV LLC. (District #16) PUBLIC HEARING			

LOCATION/SURROUNDINGS:

Site: Amazon development site at the east frontage road and Burlington Road

NOTIFICATIONS/PROCEDURES:

The alderperson of the district, Alderperson Johnson, has been notified. The Common Council is the final review authority. This item has also been referred to Water Commission, Public Works Committee and Storm Water Committee.

ANALYSIS:

- This Amendment is required to include property located along 38th Street which was attached to the City as part of the Agreement.
- The location and additional Easement are also included as a part of the Amendment.
- The Amendment includes reference to the Memorandum of Understanding which was previously approved by the Developer, Kenosha County, the City of Kenosha and the Wisconsin Department of Transportation.

RECOMMENDATION:

A recommendation is made to approve the Agreement.



Rich Schroeder, Deputy Director

Document Number	<p style="text-align: center;">FIRST AMENDMENT TO DEVELOPMENT AGREEMENT BETWEEN THE CITY OF KENOSHA, WISCONSIN, THE KENOSHA WATER UTILITY AND KTR WIS III LLC AND KTR WIS IV LLC</p> <p style="text-align: center;">Document Title</p>
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This space is reserved for recording data

Return to

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

Parcel Identification No(s)

- 08-222-30-202-001
- 08-222-30-101-300
- 08-222-30-202-110
- 08-222-30-202-120
- 08-222-30-202-130
- 08-222-30-202-002

**FIRST AMENDMENT TO
DEVELOPMENT AGREEMENT**

Between

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

And

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

And

**KTR WIS III LLC And KTR WIS IV LLC
each 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”), and KTR WIS III LLC and KTR WIS IV LLC, each a Delaware limited liability company, with principal offices located at Five Tower Bridge, 300 Barr Harbor Drive, Suite 150, Conshohocken, PA 19428 (“DEVELOPER”), collectively referred to as the Parties.

WITNESSETH:

WHEREAS, the Parties entered into a Development Agreement which was recorded with the Kenosha County Register of Deeds on November 1, 2013 as Document No. 1715054 for the development of the real estate shown on Certified Survey Map No. 2738 recorded with the Kenosha County Register of Deeds on October 31, 2013 as Document No. 1714871; and,

WHEREAS, on February 7, 2014, the Parties, Kenosha County and the Wisconsin Department of Transportation entered into a Memorandum of Understanding (“MOU”) to memorialize certain obligations agreed to in connection with the construction of roadway improvements along WIS 142, I-94 East Frontage Road, County S and 38th Street as a result of the development of the real estate; and,

WHEREAS, on April 11, 2014, City of Kenosha Ordinance No. 19-14 became effective which resulted in four parcels of land owned by KTR WIS III LLC located on 38th Street and contiguous to Lot 1 of Certified Survey Map No. 2738 being attached to the City of Kenosha; and,

WHEREAS, on August _____, 2014, Certified Survey Map No. _____ was recorded with the Kenosha County Register of Deeds as Document No. _____ adding the four attached parcels referred to in Ordinance No. 19-14 to Lot 1 of CSM No. _____; and,

WHEREAS, the addition of the four attached parcels to Lot 1 of CSM No. _____ has facilitated the relocation of a portion of the utility easement described and shown on Lot 1 of CSM No. 2738; and

WHEREAS, the MOU, the addition of the four attached parcels to Lot 1, and the relocation of a portion of the utility easement requires an amendment to the Development Agreement.

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. The description and depiction of the real estate set forth in the Development Agreement is amended and is legally described on attached Exhibit A and shown as Lot 1 of CSM No. _____ attached as Exhibit B and Lot 2 of CSM No. 2738 attached as Exhibit C, hereafter referred to as "REAL ESTATE".

3. The first sentence of Section I.A.1. of the Development Agreement is amended to read:

DEVELOPER, at DEVELOPER'S cost and expense, shall design, construct and install complete sanitary sewerage facilities serving the REAL ESTATE, including the mains and appurtenances which abut land for any public purpose, in accordance with UTILITY specifications, the conditional use permit as amended, Lot 2 of CSM No. 2738, Lot 1 of CSM No. _____, and the Sanitary Sewer Plan dated July 14, 2014.

4. The first sentence Section I.B.1. of the Development Agreement is amended to read:

DEVELOPER, at DEVELOPER'S cost and expense, shall design, construct, and install complete water supply and distribution facilities throughout REAL ESTATE, including the mains and appurtenances which abut land for any public purpose, in accordance with UTILITY specifications, the conditional use permit as amended, Lot 2 of CSM No. 2738, Lot 1 of CSM No. _____, and the Water Main Plan dated July 14, 2014.

5. Section I.D.1. of the Development Agreement is amended to read:

DEVELOPER, at DEVELOPER'S cost and expense, shall design, construct, and install all improvements to 120th Avenue, the East Frontage Road, Burlington Road (County Highway S), and 38th Street in accordance with Wisconsin Department of Transportation, Kenosha County and CITY specifications, the conditional use permit as amended, Lot 2 of CSM No. 2738, Lot 1 of CSM No. _____, the Street Layout Plan attached as Exhibit J, the letter from the Wisconsin Department of Transportation dated October 17, 2013 attached as Exhibit K, and the MOU. DEVELOPER, at DEVELOPER'S cost and

expense, shall obtain approval of the plans and specifications and all required permits for the improvements set forth in Exhibit K and the MOU from the Wisconsin Department of Transportation, Kenosha County and CITY (such approval from the CITY, not to be unreasonably withheld).

6. Section I.D.2. of the Development Agreement is amended to read:

The public streets which are the subject of the improvements required to be constructed by DEVELOPER pursuant to paragraph 1 shall be completed, dedicated and accepted by the Wisconsin Department of Transportation, Kenosha County and CITY, as the case may be, in accordance with the MOU; however, it is specifically agreed that the CITY will not unreasonably withhold its consent for the Tenant to receive and stock product in any improvement within the REAL ESTATE as long as DEVELOPER and Tenant have received the approval of the CITY building and fire safety inspectors.

7. The first sentence of Section I.K.3. of the Development Agreement is amended to read:

DEVELOPER, at DEVELOPER'S cost and expense, shall design, construct, and install traffic signalization in accordance with Wisconsin Department of Transportation, Kenosha County and CITY specifications, the conditional use permit as amended, Lot 2 of CSM No. 2738, Lot 1 of CSM No. _____, the letter from the Wisconsin Department of Transportation dated October 17, 2013, attached as Exhibit K and the MOU.

8. Section I.K.4. of the Development Agreement is amended to read:

The traffic signalization required to be constructed by DEVELOPER in paragraph 3 shall be completed, dedicated and accepted by the Wisconsin Department of Transportation, Kenosha County and CITY, as the case may be, in accordance with the MOU.

9. 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 DEVELOPER.
10. Capitalized terms used in this FIRST AMENDMENT, and not otherwise defined shall have the meanings given to such terms in the Development Agreement.
11. This FIRST AMENDMENT shall run with the REAL ESTATE and shall be binding upon DEVELOPER, DEVELOPER'S successors and assigns, and DEVELOPER'S successors in title.
12. 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.

13. The 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.
14. Except as otherwise provided in this FIRST AMENDMENT, all other terms and conditions of the Development Agreement remain in full force and effect.
15. DEVELOPER represents to CITY and UTILITY that DEVELOPER 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 DEVELOPER has the authority to do so and to bind DEVELOPER to the terms and conditions of this FIRST AMENDMENT.
16. UTILITY enters into this FIRST AMENDMENT by authority of action taken by the Board of Water Commissioners on the ____ day of _____, 2014.
17. CITY enters into this FIRST AMENDMENT by authority of action taken by its Common Council on the ____ day of _____, 2014.

THE REMAINDER OF THIS PAGE IS BLANK

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, Chairman
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 _____, 2014, JAN MICHALSKI, Chairman, Board of Water Commission and EDWARD ST. PETER, General Manager, Kenosha Water Utility, of the CITY OF KENOSHA, WISCONSIN, a Wisconsin municipal water utility, to me known to be such Chairman and General Manager of said water utility, and acknowledged to me that they executed the foregoing instrument as such officers as the agreement of said water utility, by its authority.

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 _____, 2014, 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.

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

KTR WIS III LLC
a Delaware Limited Liability Company

By: KTR Property Trust III
a Maryland real estate investment trust, sole member

BY: _____

Date: _____

KTR WIS IV LLC
a Delaware Limited Liability Company

By: KTR Property Trust III
a Maryland real estate investment trust, sole member

BY: _____

Date: _____

Subscribed and sworn to before me
this ____ day of _____, 2014

Notary Public, State of _____, County of _____
My commission is/expires:

Drafted By:

For CITY and UTILITY:
Jonathan A. Mulligan
Assistant City Attorney
City of Kenosha
625 52nd Street, Room 201
Kenosha, Wisconsin 53140

Exhibit A

Legal Description of REAL ESTATE

Lot 1 is described as follows:

LOT 1, CERTIFIED SURVEY MAP NO. _____, RECORDED ON _____, 2014 AS DOCUMENT NO. _____, BEING PART OF THE SOUTHWEST ¼ AND SOUTHEAST ¼ OF THE SOUTHWEST ¼ OF SECTION 19 AND PART OF THE NORTHWEST ¼, NORTHEAST ¼, SOUTHWEST ¼ AND SOUTHEAST ¼ OF THE NORTHWEST ¼ OF SECTION 30 AND PART OF THE NORTHWEST ¼ AND SOUTHWEST ¼ OF THE NORTHEAST ¼ OF SECTION 30 ALL IN TOWN 2 NORTH, RANGE 22 EAST IN THE CITY OF KENOSHA, KENOSHA COUNTY, WISCONSIN.

Parcel Identification Numbers: 08-222-30-202-001; 08-222-3-101-300; 08-222-30-202-110; 08-222-30-202-120; 08-222-30-202-130

Lot 2 is described as follows:

LOT 2, CERTIFIED SURVEY MAP NO. 2738, RECORDED ON OCTOBER 31, 2013 AS DOCUMENT NO. 1714971, BEING PART OF THE SOUTHWEST ¼ AND SOUTHEAST ¼ OF THE SOUTHWEST QUARTER OF SECTION 19 AND PART OF THE SOUTHWEST ¼ OF THE SOUTHEAST ¼ OF SECTION 19 AND PART OF THE NORTHWEST ¼, NORTHEAST ¼, SOUTHWEST ¼ AND SOUTHEAST ¼ OF THE NORTHWEST ¼ OF SECTION 30 AND PART OF THE NORTHWEST ¼ AND SOUTHWEST ¼ OF THE NORTHEAST ¼ OF SECTION 30 ALL IN TOWN 2 NORTH, RANGE 22 EAST IN THE CITY OF KENOSHA, KENOSHA COUNTY, WISCONSIN.

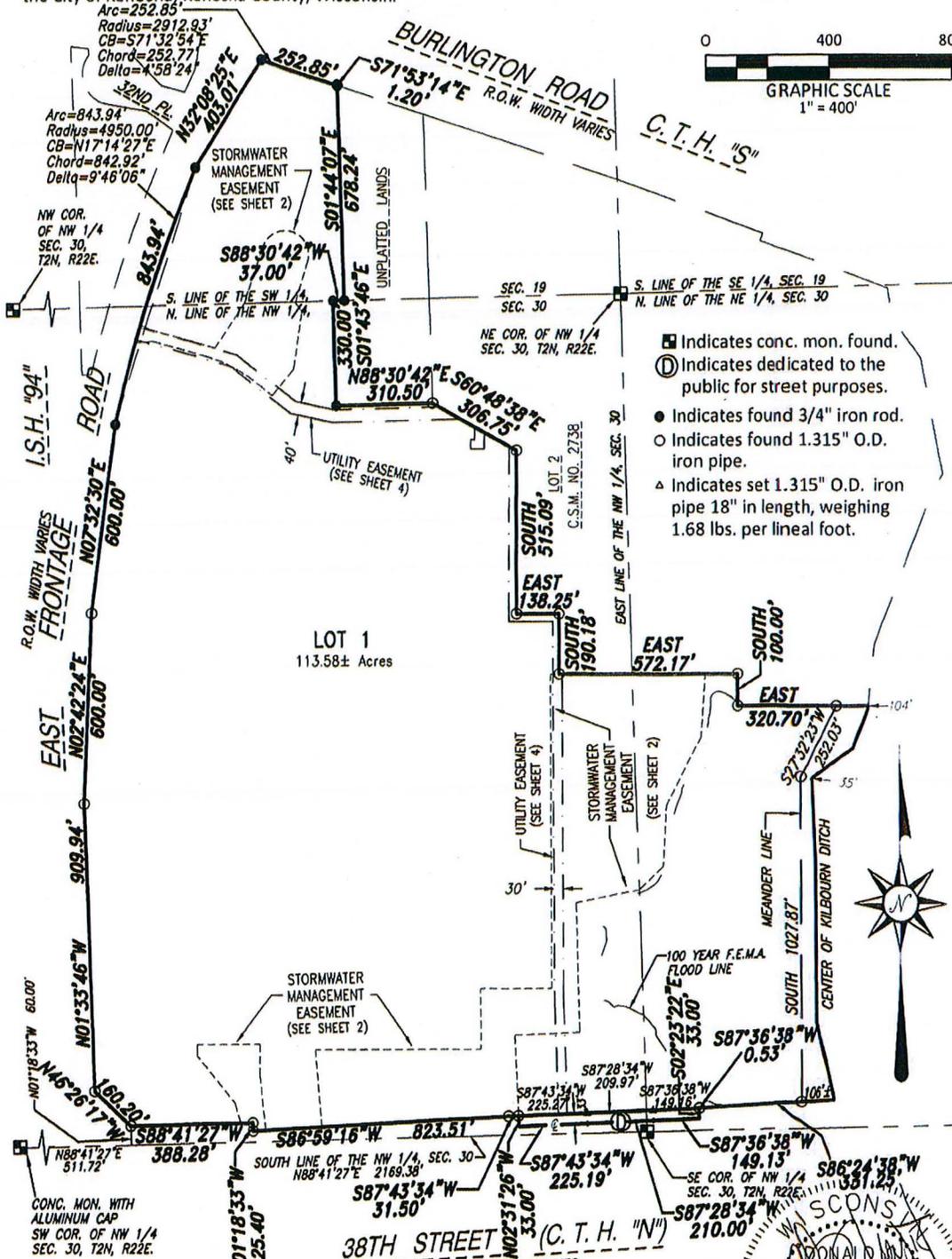
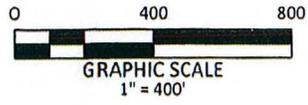
Parcel Identification Number: 08-222-30-202-002

Exhibit B

Certified Survey Map No. _____

CERTIFIED SURVEY MAP NO. _____

Lot 1 of Certified Survey Map No. 2738 and lands in part of the Southwest 1/4 and Southeast 1/4 of the Southwest 1/4 of Section 19 and part of the Northwest 1/4, Northeast 1/4, Southwest 1/4 and Southeast 1/4 of the Northwest 1/4 of Section 30 and part of the Northwest 1/4 and Southwest 1/4 of the Northeast 1/4 of Section 30 all in Town 2 North, Range 22 East in the City of Kenosha, Kenosha County, Wisconsin.



- Indicates conc. mon. found.
- ⊙ Indicates dedicated to the public for street purposes.
- Indicates found 3/4" iron rod.
- Indicates found 1.315" O.D. iron pipe.
- ▲ Indicates set 1.315" O.D. iron pipe 18" in length, weighing 1.68 lbs. per lineal foot.



CHAPUT LAND SURVEYS LLC
 234 W. FLORIDA STREET
 MILWAUKEE, WI 53204
 414-224-8068
 www.chaputlandsurveys.com

Bearings are referenced to the Wisconsin State Plane Coordinate System (South Zone), in which the west line of the Northwest 1/4 of Section 30 bears North 01°34'08" West

March 25, 2014

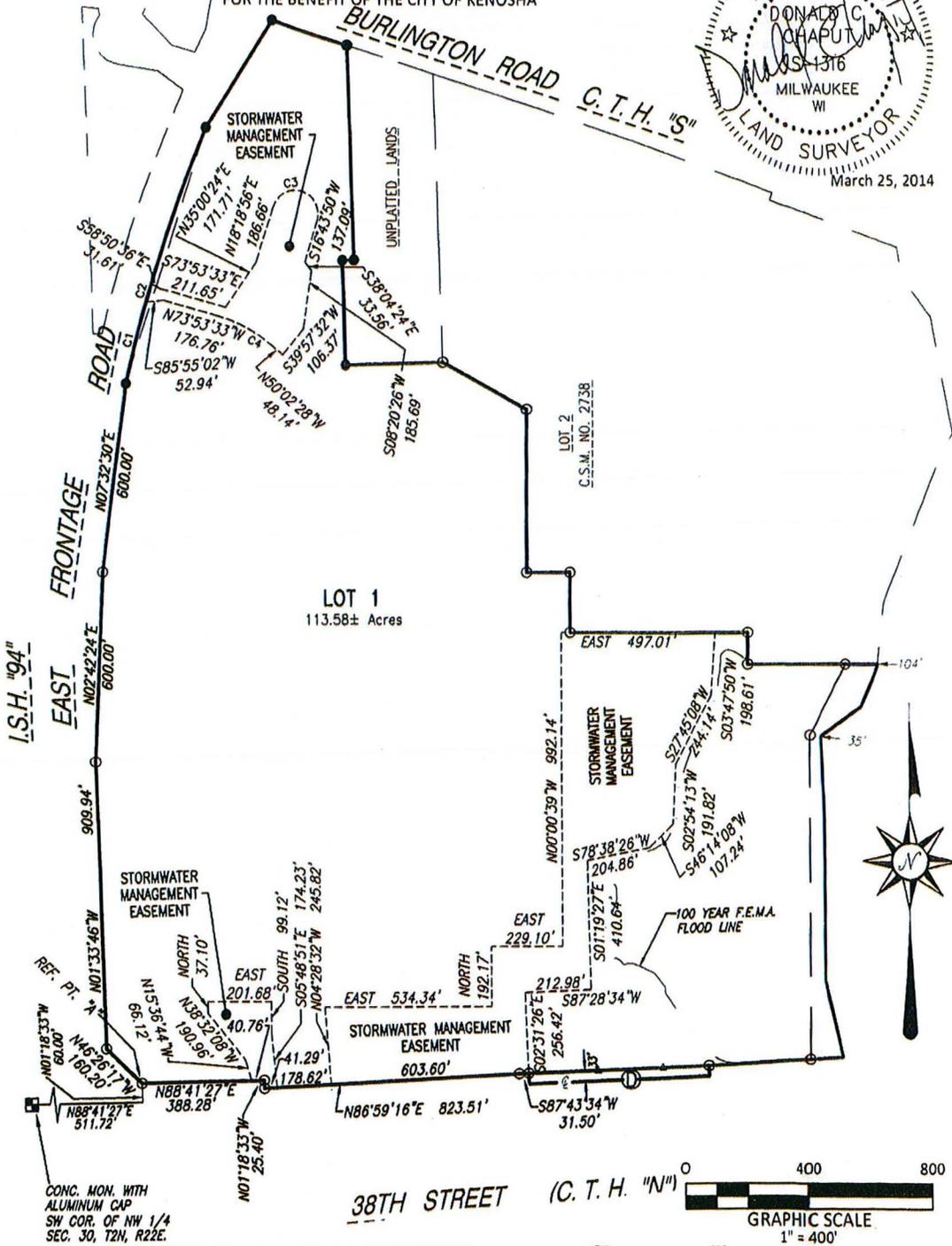
DONALD C. CHAPUT
 S-1316
 MILWAUKEE, WI

LAND SURVEYOR

CERTIFIED SURVEY MAP NO. _____

Lot 1 of Certified Survey Map No. 2738 and lands in part of the Southwest 1/4 and Southeast 1/4 of the Southwest 1/4 of Section 19 and part of the Northwest 1/4, Northeast 1/4, Southwest 1/4 and Southeast 1/4 of the Northwest 1/4 of Section 30 and part of the Northwest 1/4 and Southwest 1/4 of the Northeast 1/4 of Section 30 all in Town 2, North, Range 22 East in the City of Kenosha, Kenosha County, Wisconsin.

STORMWATER MANAGEMENT EASEMENT
FOR THE BENEFIT OF THE CITY OF KENOSHA



CURVE	ARC LNG	RADIUS	DELTA ANG	CHORD BRNG	CHORD LNG
C1	264.62'	4950.00'	3°03'47"	N13°53'18"E	264.59'
C2	59.48'	4950.00'	0°41'19"	N15°45'50"E	59.48'
C3	231.30'	74.28'	178°24'54"	S72°28'37"E	148.54'
C4	196.07'	471.00'	23°51'05"	N61°58'00"W	194.66'

This instrument was drafted by Donald C. Chaput
Registered Land Surveyor S-1316

CHAPUT LAND SURVEYS LLC
234 W. FLORIDA STREET
MILWAUKEE, WI 53204
414-224-8068
www.chaputlandsurveys.com

Drawing No. 1281-grb
Sheet 2 of 7 Sheets

CERTIFIED SURVEY MAP NO. _____

Lot 1 of Certified Survey Map No. 2738 and lands in part of the Southwest 1/4 and Southeast 1/4 of the Southwest 1/4 of Section 19 and part of the Northwest 1/4, Northeast 1/4, Southwest 1/4 and Southeast 1/4 of the Northwest 1/4 of Section 30 and part of the Northwest 1/4 and Southwest 1/4 of the Northeast 1/4 of Section 30 all in Town 2 North, Range 22 East in the City of Kenosha, Kenosha County, Wisconsin.

STORMWATER MANAGEMENT EASEMENT

FOR THE BENEFIT OF THE CITY OF KENOSHA

Lot 1 of Certified Survey Map No. 2738 and lands in part of the Southwest 1/4 and Southeast 1/4 of the Southwest 1/4 of Section 19 and part of the Northwest 1/4, Northeast 1/4, Southwest 1/4 and Southeast 1/4 of the Northwest 1/4 of Section 30 and part of the Northwest 1/4 and Southwest 1/4 of the Northeast 1/4 of Section 30 all in Town 2 North, Range 22 East in the City of Kenosha, Kenosha County, Wisconsin, bounded and described as follows:

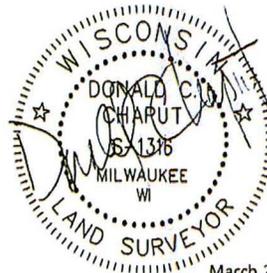
COMMENCING at the Southwest corner of the Northwest 1/4 of Section 30; thence North 88°41'27" East along the South line of said 1/4 Section 511.72 feet to a point; thence North 01°18'33" West 60.00 feet to a point on the North line of 38th Street and the East line of a Frontage Road to a reference point "A"; thence North 88°41'27" East 347.52 feet to the point of beginning of lands to be described; thence North 15°36'44" West 66.12 feet to a point; thence North 38°32'08" West 190.96 feet to a point; thence North 37.10 feet to a point; thence East 201.68 feet to a point; thence South 99.12 feet to a point; thence South 05°48'51" East 174.23 feet to a point; thence South 86°59'16" West 41.29 feet to a point; thence North 01°18'33" West 25.40 feet to a point; thence South 88°41'27" West 40.76 feet to the point of beginning.

Together with:

COMMENCING at reference point A; thence North 88°41'27" East 388.28 feet; thence South 01°18'33" East 25.40 feet to a point; thence North 86°59'16" East 219.91 feet to the point of beginning of lands to be described; thence North 04°28'32" West 245.82 feet to a point; thence East 534.34 feet to a point; thence North 192.17 feet to a point; thence East 229.10 feet to a point; thence North 00°00'39" West 992.14 feet to a point; thence East 497.01 feet to a point; thence South 03°47'50" West 198.61 feet to a point; thence South 27°45'08" West 244.14 feet to a point; thence South 02°54'13" West 191.82 feet; thence South 46°14'08" West 107.24 feet to a point; thence South 78°38'26" West 204.86 feet to a point; thence South 01°19'27" East 410.64 feet to a point; thence South 87°28'34" West 212.98 feet to a point; thence South 02°31'26" East 256.42 feet to a point; thence South 87°43'34" West 31.50 feet to a point on the North line of 38th Street; thence South 86°59'16" West along said North line 603.60 feet to the point of beginning.

Together with:

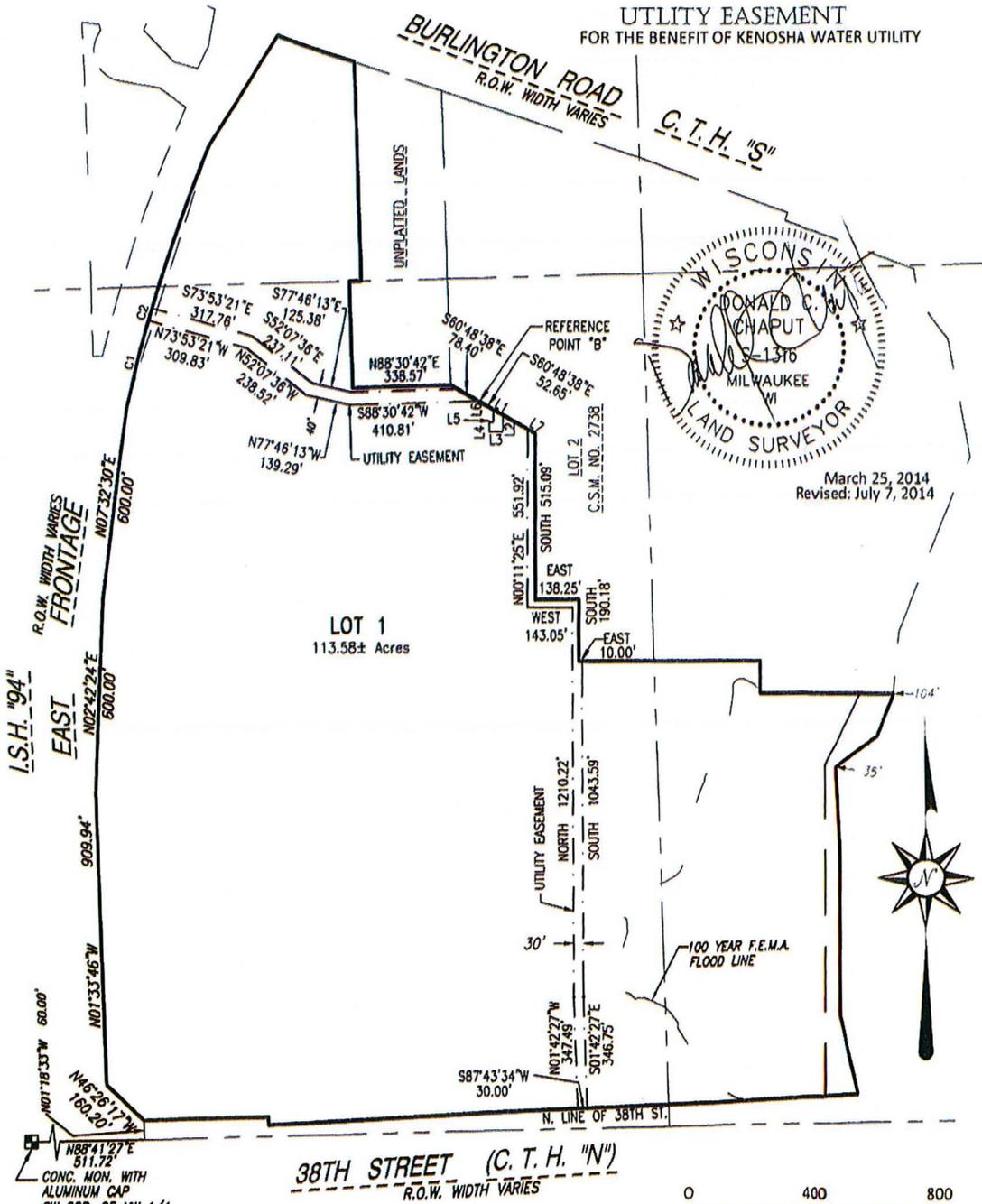
COMMENCING at reference point A; thence North 46°26'17" West along said East line 160.20 feet to a point; thence North 01°33'46" West along said East line 909.94 feet to a point; thence North 02°42'24" East along said East line 600.00 feet to a point; thence North 07°32'30" East along said East line 600.00 feet to a point; thence Northeasterly 264.62 feet along said East line and arc of a curve, whose center lies to the Southeast, whose radius is 4950.00 feet and whose chord bears North 13°53'18" East 264.59 feet to the point of beginning of lands to be described; thence Northeasterly 59.48 feet along said East line and arc of a curve, whose center lies to the Southeast, whose radius is 4950.00 feet and whose chord bears North 15°45'50" East 59.48 feet to a point; thence South 58°50'36" East 31.61 feet to a point; thence South 73°53'33" East 211.65 feet to a point; thence North 35°00'24" East 171.71 feet to a point; thence North 18°18'56" East 186.66 feet to a point; thence Northeasterly 231.30 feet along the arc of a curve, whose center lies to the Southeast, whose radius is 74.28 feet and whose chord bears South 72°28'37" East 148.54 feet to a point; thence South 16°43'50" West 137.09 feet to a point; thence South 38°04'24" East 33.56 feet to a point; thence South 08°20'26" West 185.69 feet to a point; thence South 39°57'32" West 106.37 feet to a point; thence North 50°02'28" West 48.14 feet to a point; thence Northwesterly 196.07 feet along the arc of a curve whose center lies to the Southwest, whose radius is 471.00 feet and whose chord bears North 61°58'00" West 194.66 feet to a point; thence North 73°53'33" West 176.76 feet to a point; thence South 85°55'02" West 52.94 feet to a point on said East line of Frontage Road and the point of beginning.



March 25, 2014

CERTIFIED SURVEY MAP NO. _____

Lot 1 of Certified Survey Map No. 2738 and lands in part of the Southwest 1/4 and Southeast 1/4 of the Southwest 1/4 of Section 19 and part of the Northwest 1/4, Northeast 1/4, Southwest 1/4 and Southeast 1/4 of the Northwest 1/4 of Section 30 and part of the Northwest 1/4 and Southwest 1/4 of the Northeast 1/4 of Section 30 all in Town 2 North, Range 22 East in the City of Kenosha, Kenosha County, Wisconsin.



CURVE	ARC LNG	RADIUS	DELTA ANG	CHORD BRNG	CHORD LNG
C1	274.41'	4950.00'	3°10'35"	N13°56'42"E	274.38'
C2	40.00'	4950.00'	0°27'47"	N15°45'53"E	40.00'

LINE	BEARING	DISTANCE
L1	S60°48'38"E	34.33'
L2	S00°02'16"W	52.42'
L3	N89°57'44"W	43.18'
L4	N00°02'16"E	30.00'
L5	S69°57'44"E	13.20'
L6	N00°02'16"E	39.14'
L7	S60°48'38"E	26.31'

This instrument was drafted by Donald C. Chaput
Registered Land Surveyor S-1316

CHAPUT LAND SURVEYS LLC
234 W. FLORIDA STREET
MILWAUKEE, WI 53204
414-224-8068
www.chaputlandsurveys.com

Drawing No. 1281-grb
Sheet 4 of 7 Sheets

CERTIFIED SURVEY MAP NO. _____

Lot 1 of Certified Survey Map No. 2738 and lands in part of the Southwest 1/4 and Southeast 1/4 of the Southwest 1/4 of Section 19 and part of the Northwest 1/4, Northeast 1/4, Southwest 1/4 and Southeast 1/4 of the Northwest 1/4 of Section 30 and part of the Northwest 1/4 and Southwest 1/4 of the Northeast 1/4 of Section 30 all in Town 2 North, Range 22 East in the City of Kenosha, Kenosha County, Wisconsin.

UTILITY EASEMENT FOR THE BENEFIT OF KENOSHA WATER UTILITY

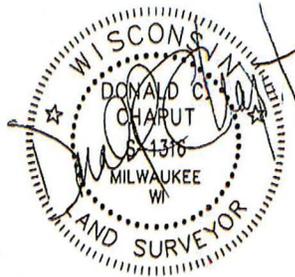
That portion of the utility easement described in Certified Survey Map No 2738 affecting Lot 1 in said map is hereby released and replaced with the following described lands:

Lot 1 of Certified Survey Map No. 2738 and lands in part of the Southwest 1/4 and Southeast 1/4 of the Southwest 1/4 of Section 19 and part of the Northwest 1/4, Northeast 1/4, Southwest 1/4 and Southeast 1/4 of the Northwest 1/4 of Section 30 and part of the Northwest 1/4 and Southwest 1/4 of the Northeast 1/4 of Section 30 all in Town 2 North, Range 22 East in the City of Kenosha, Kenosha County, Wisconsin, bounded and described as follows:

COMMENCING at the Southwest corner of the Northwest 1/4 of Section 30; thence North 88°41'27" East along the South line of said 1/4 Section 511.72 feet to a point; thence North 01°18'33" West 60.00 feet to a point on the North line of 38th Street and the East line of a Frontage Road; thence North 46°26'17" West along said East line 160.20 feet to a point; thence North 01°33'46" West along said East line 909.94 feet to a point; thence North 02°42'24" East along said East line 600.00 feet to a point; thence North 07°32'30" East along said East line 600.00 feet to a point; thence Northeasterly 274.41 feet along said East line and arc of a curve, whose center lies to the Southeast, whose radius is 4950.00 feet and whose chord bears North 13°56'42" East 274.38 feet to the point of beginning of lands to be described; thence Northeasterly 40.00 feet along said East line and arc of a curve whose center lies to the Southeast, whose radius is 4950.00 feet and whose chord bears North 15°45'53" East 40.00 feet to a point; thence South 73°53'21" East 317.76 feet to a point; thence South 52°07'36" East 237.11 feet to a point; thence South 77°46'13" East 125.38 feet to a point; thence North 88°30'42" East 338.57 feet to a point on the East line of said Lot 1; thence South 60°48'38" East along said East line 78.40 feet to reference point "B"; thence South 88°30'42" West 410.81 feet to a point; thence North 77°46'13" West 139.29 feet to a point; thence North 52°07'36" West 238.52 feet to a point; thence North 73°53'21" West 309.83 feet to a point on the East line of a Frontage Road and the point of beginning.

COMMENCING at Reference Point "B"; thence South 60°48'38" East along said East line of Lot 1 aforesaid 52.65 feet to the point of beginning; thence continuing South 60°48'38" East along said East line 34.33 feet to a point; thence South 00°02'16" West 52.42 feet to a point; thence North 89°57'44" West 43.18 feet to a point; thence North 00°02'16" East 30.00 feet to a point; thence South 89°57'44" East 13.20 feet to a point; thence North 00°02'16" East 39.14 feet the point of beginning.

COMMENCING at Reference Point "B"; thence South 60°48'38" East along said East line of Lot 1 aforesaid 177.54 feet to the point of beginning; thence continuing South 60°48'38" East along said East line 26.31 feet to a point; thence South along said East line 515.09 feet to a point; thence East along said East line 138.25 feet to a point; thence South along said East line 190.18 feet to a point; thence East along said East line 10.00 feet to a point; thence South 1043.59 feet to a point; thence South 01°42'27" East 346.75 feet to a point on the North line of 38th Street (C.T.H. "N"); thence South 87°43'34" West along said North line 30.00 feet to a point; thence North 01°42'27" West 347.49 feet to a point; thence North 1210.22 feet to a point; thence West 143.05 feet to a point; thence North 00°11'25" East 551.92 feet to the point of beginning.



March 25, 2014
Revised: July 7, 2014

CERTIFIED SURVEY MAP NO.

Lot 1 of Certified Survey Map No. 2738 and lands in part of the Southwest 1/4 and Southeast 1/4 of the Southwest 1/4 of Section 19 and part of the Northwest 1/4, Northeast 1/4, Southwest 1/4 and Southeast 1/4 of the Northwest 1/4 of Section 30 and part of the Northwest 1/4 and Southwest 1/4 of the Northeast 1/4 of Section 30 all in Town 2 North, Range 22 East in the City of Kenosha, Kenosha County, Wisconsin.

SURVEYOR'S CERTIFICATE

STATE OF WISCONSIN)
:SS
MILWAUKEE COUNTY)

I, DONALD C. CHAPUT, a registered land surveyor, do hereby certify:

THAT I have survey, divided and mapped Lot 1 of Certified Survey Map No. 2738 and lands in part of the Southwest 1/4 and Southeast 1/4 of the Southwest 1/4 of Section 19 and part of the Northwest 1/4, Northeast 1/4, Southwest 1/4 and Southeast 1/4 of the Northwest 1/4 of Section 30 and part of the Northwest 1/4 and Southwest 1/4 of the Northeast 1/4 of Section 30 all in Town 2 North, Range 22 East in the City of Kenosha, Kenosha County, Wisconsin, bounded and described as follows:

COMMENCING at the Southwest corner of the Northwest 1/4 of Section 30, thence North 88°41'27" East along the South line of said 1/4 Section 511.72 feet to a point; thence North 01°18'33" West 60.00 feet to a point on the North line of 38th Street and the East line of the Frontage Road and the point of beginning of the lands to be described; thence North 46°26'17" West along said East line 160.20 feet to a point; thence North 01°33'46" West along said East line 909.94 feet to a point; thence North 02°42'24" East along said East line 600.00 feet to a point; thence North 07°32'30" East along said East line 600.00 feet to a point; thence Northeasterly 843.94 feet along said East line and arc of a curve, whose center lies to the Southeast, whose radius is 4950.0 feet and whose chord bears North 17°14'27" East 842.92 feet to a point; thence North 32°08'25" East along said East line 403.01 feet to a point on the South line of Burlington Road; thence Southeasterly 252.85 feet along said South line and arc of a curve, whose center lies to the Northeast, whose radius is 2912.93 feet and whose chord bears South 71°32'54" East 252.77 feet to a point; thence South 71°53'14" East along said South line 1.20 feet to a point on the East line of said Lot 1; thence South 01°44'07" East along said East line 678.24 feet to a point; thence South 88°30'42" West along said East line 37.00 feet to a point; thence South 01°43'46" East along said East line 330.00 feet to a point; thence North 88°30'42" East along said East line 310.50 feet to a point; thence South 60°48'38" East along said East line 306.75 feet to a point; thence South along said East line 515.09 feet to a point; thence East along said East line 138.25 feet to a point; thence South along said East line 190.18 feet to a point; thence East along said East line 572.17 feet to a point; thence South along said East line 100.00 feet to a point; thence East along said East line 320.70 feet to a meander corner, said point being West 104 feet more or less from the center of the Kilbourn Ditch; thence South 27°32'23" West along said meander line 252.03 feet to a point; thence due South along said meander line 1027.87 feet to the North line of 38th Street, said point being South 86°24'38" West 106 feet more or less from the center of the Kilbourn Ditch; thence South 86°24'38" West along said North line 331.25 feet to a point; thence South 87°36'38" West along said North line 0.53 feet to a point; thence South 02°23'22" East 33.00 feet to a point on the centerline of 38th Street; thence South 87°36'38" West along said centerline 149.13 feet to a point; thence South 87°28'34" West along said centerline 210.00 feet to a point; thence South 87°43'34" West along said centerline 225.19 feet to a point; thence North 02°31'26" West 33.00 feet to a point on the North line of 38th Street; thence South 87°43'34" West along said North line 31.50 feet to a point; thence South 86°59'16" West along said North line 823.51 feet to a point; thence North 01°18'33" West along said North line 25.40 feet a point; thence South 88°41'27" West along said North line 388.28 feet to the point of beginning. Together with those lands lying between the aforesaid meander line and the center of the Kilbourn Ditch.

THAT I have made this survey, land division and map by the direction of KTR WIS III LLC, a Delaware limited liability company, owner of said land.

THAT such 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 the provisions of Section 236.34 of the Wisconsin Statutes, the Land Division Ordinance of the City of Kenosha in surveying, dividing and mapping the same.

DATE: March 25, 2014



Donald C. Chaput
DONALD C. CHAPUT
REGISTERED LAND SURVEYOR S-1316

CERTIFIED SURVEY MAP NO. _____

Lot 1 of Certified Survey Map No. 2738 and lands in part of the Southwest 1/4 and Southeast 1/4 of the Southwest 1/4 of Section 19 and part of the Northwest 1/4, Northeast 1/4, Southwest 1/4 and Southeast 1/4 of the Northwest 1/4 of Section 30 and part of the Northwest 1/4 and Southwest 1/4 of the Northeast 1/4 of Section 30 all in Town 2 North, Range 22 East in the City of Kenosha, Kenosha County, Wisconsin.

OWNER'S CERTIFICATE

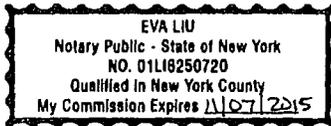
KTR WIS III LLC, a Delaware limited liability company, as owner, certify that I caused the land described on this map to be surveyed, divided, mapped and dedicated as represented on this map in accordance with the City of Kenosha ordinance regulating the platting of land and the Kenosha County ordinance regulating the platting of land, and Chapter 236.34 of the Wisconsin Statutes.

WITNESS the hand and seal of John P. Dicola, this 8th day of July, 2014.


JOHN P. DICOLA
SENIOR VICE PRESIDENT, KTR WIS III, LLC

NEW YORK &
STATE OF WISCONSIN)
:SS
COUNTY}

Personally came before me this 8 day of July, 2014, the above named John P. Dicola, to me known as the person who executed the foregoing instrument and acknowledged the same.



Eva Liu
Notary Public, State of New York
My commission expires. 11/07/2015
My commission is permanent.

CITY OF KENOSHA APPROVAL

Adopted this ___ day of _____, 2014

ATTEST: _____
Debra L. Salas, City Clerk - Treasurer

APPROVE: _____
Keith G. Bosman, Mayor



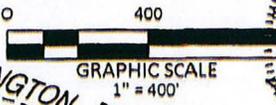
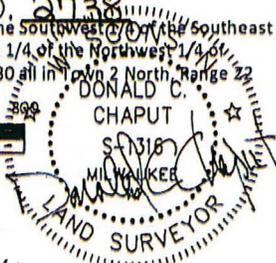
Exhibit C

Certified Survey Map No. 2738

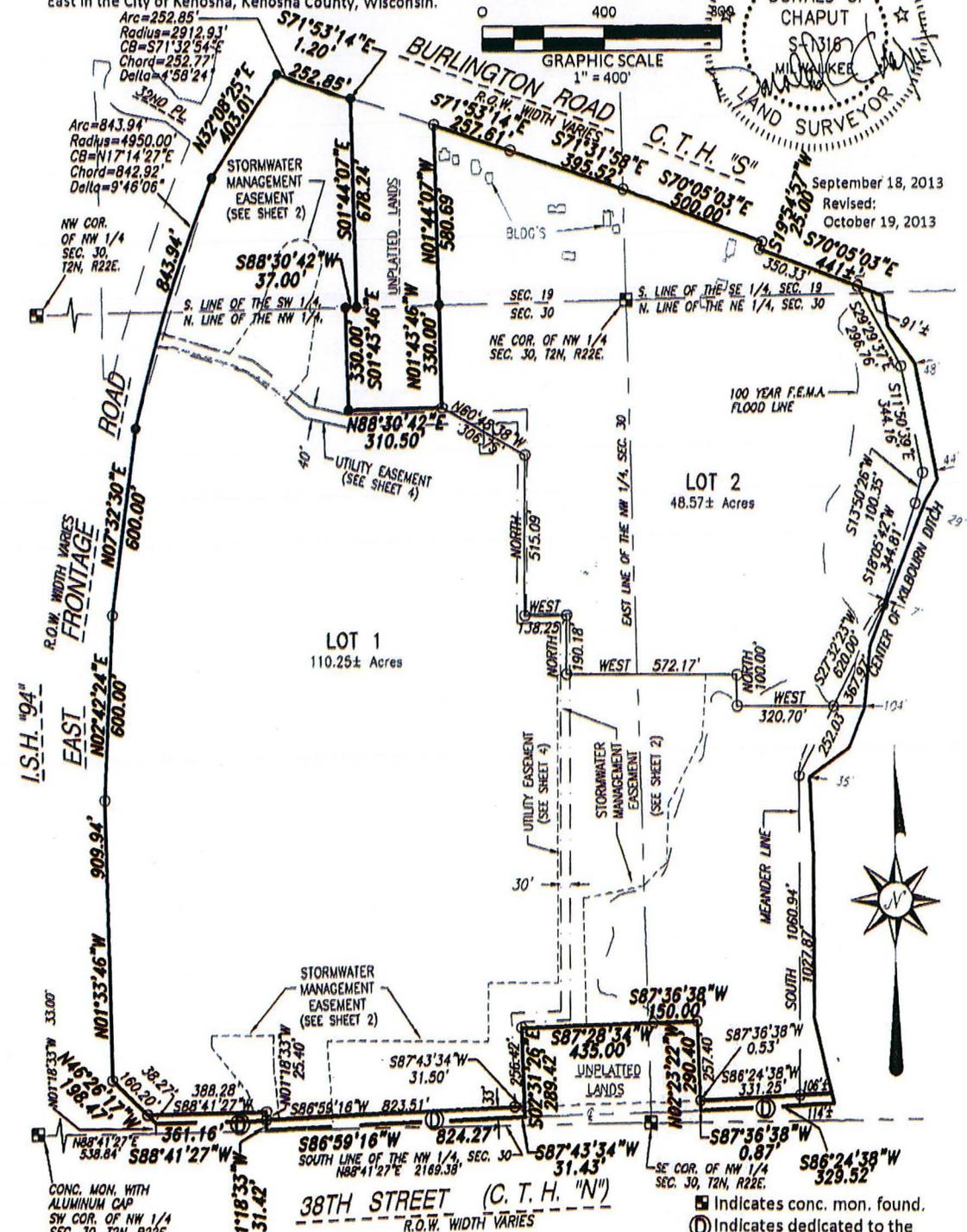
Doc # 1714971

CERTIFIED SURVEY MAP NO. 2738

Part of the Southwest 1/4 and Southeast 1/4 of the Southwest 1/4 of Sec. 19 and part of the Southwest 1/4 of the Southeast 1/4 of Sec. 19 and part of the Northwest 1/4, Northeast 1/4, Southwest 1/4 and Southeast 1/4 of the Northwest 1/4 of Sec. 30 on 30 and part of the Northwest 1/4 and Southwest 1/4 of the Northeast 1/4 of Sec. 30 all in Town 2 North, Range 22 East in the City of Kenosha, Kenosha County, Wisconsin.



September 18, 2013
Revised:
October 19, 2013



CHAPUT LAND SURVEYS LLC
234 W. FLORIDA STREET
MILWAUKEE, WI 53204
414-224-8068
www.chaputlandsurveys.com

Bearings are referenced to the Wisconsin State Plane Coordinate System (South Zone), in which the west line of the Northwest 1/4 of Section 30 bears North 01°34'08" West

- Indicates conc. mon. found.
 - Ⓢ Indicates dedicated to the public for street purposes.
 - Indicates found 3/4" iron rod.
 - Indicates set 1.315" O.D. iron pipe 18" in length, weighing 1.68 lbs. per lineal foot.
- Drawing No. 1281-grb/tjn
Sheet 1 of 7 Sheets

CONC. MON. WITH ALUMINUM CAP
SW COR. OF NW 1/4 SEC. 30, T2N, R22E.

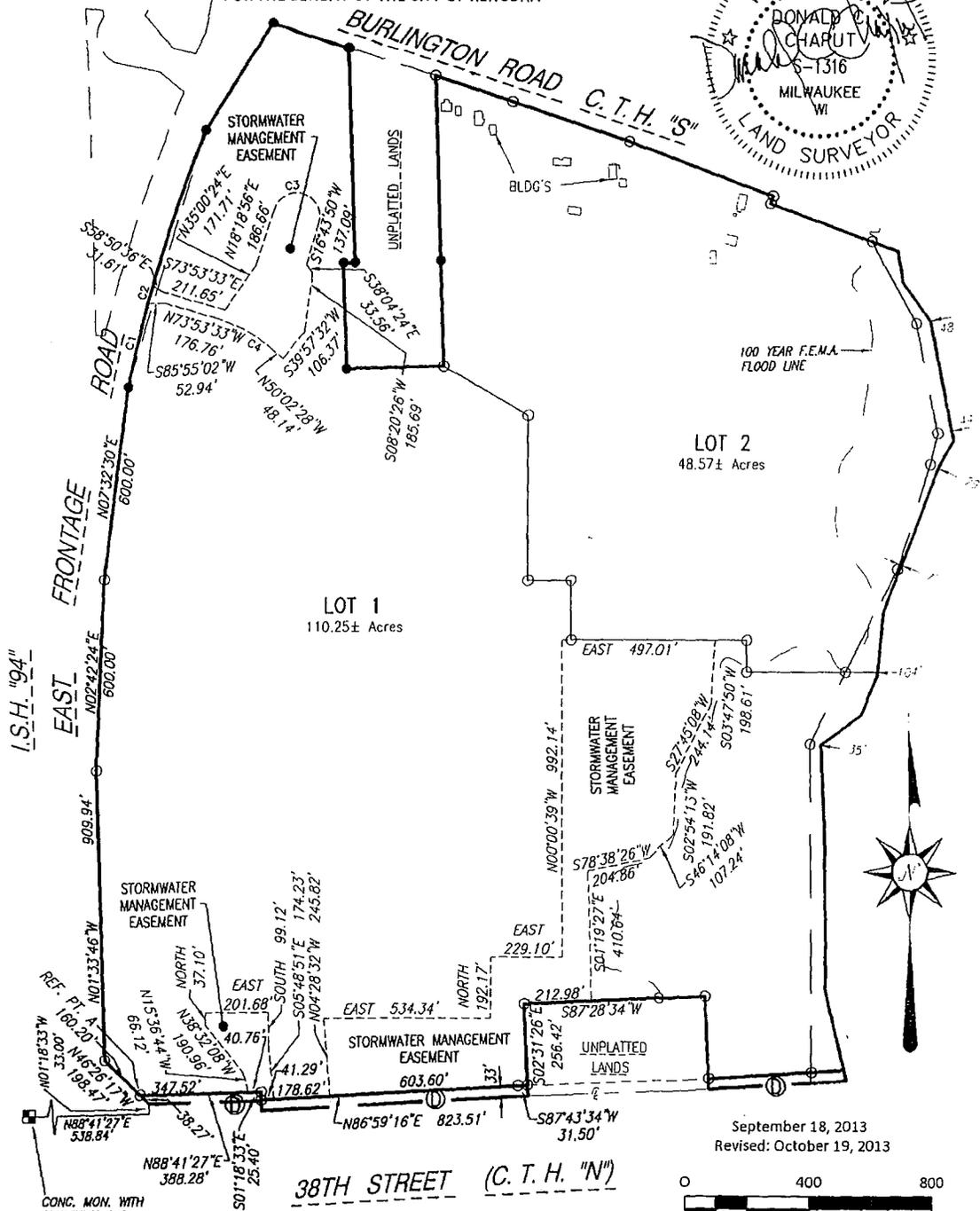
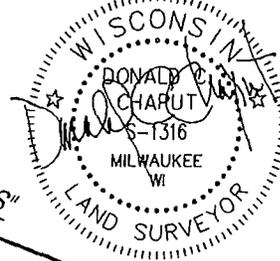
SE COR. OF NW 1/4 SEC. 30, T2N, R22E.

Doc# 1714971

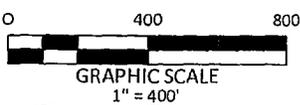
CERTIFIED SURVEY MAP NO. 2738

Part of the Southwest 1/4 and Southeast 1/4 of the Southwest 1/4 of Section 19 and part of the Southwest 1/4 of the Southeast 1/4 of Section 19 and part of the Northwest 1/4, Northeast 1/4, Southwest 1/4 and Southeast 1/4 of the Northwest 1/4 of Section 30 and part of the Northwest 1/4 and Southwest 1/4 of the Northeast 1/4 of Section 30 all in Town 2 North, Range 22 East in the City of Kenosha, Kenosha County, Wisconsin.

**STORMWATER MANAGEMENT EASEMENT
FOR THE BENEFIT OF THE CITY OF KENOSHA**



September 18, 2013
Revised: October 19, 2013



CONC. MON. WITH ALUMINUM CAP SW COR. OF NW 1/4 SEC. 30, T2N, R22E.

CURVE	ARC LNG	RADIUS	DELTA ANG	CHORD BRNG	CHORD LNG
C1	264.62'	4950.00'	3°03'47"	N13°53'18"E	264.59'
C2	59.48'	4950.00'	0°41'19"	N15°45'50"E	59.48'
C3	231.64'	74.39'	178°24'54"	S72°28'37"E	148.54'
C4	196.07'	471.00'	23°51'05"	N61°58'00"W	194.66'

This instrument was drafted by Donald C. Chaput Registered Land Surveyor S-1316

CHAPUT LAND SURVEYS LLC
234 W. FLORIDA STREET
MILWAUKEE, WI 53204
414-224-8068
www.chaputlandsurveys.com

Drawing No. 1281-grb
Sheet 2 of 7 Sheets

Doc # 1714971

CERTIFIED SURVEY MAP NO. 2738

Part of the Southwest 1/4 and Southeast 1/4 of the Southwest 1/4 of Section 19 and part of the Southwest 1/4 of the Southeast 1/4 of Section 19 and part of the Northwest 1/4, Northeast 1/4, Southwest 1/4 and Southeast 1/4 of the Northwest 1/4 of Section 30 and part of the Northwest 1/4 and Southwest 1/4 of the Northeast 1/4 of Section 30 all in Town 2 North, Range 22 East in the City of Kenosha, Kenosha County, Wisconsin.

**STORMWATER MANAGEMENT EASEMENT
FOR THE BENEFIT OF THE CITY OF KENOSHA**

Part of the Southwest 1/4 and Southeast 1/4 of the Southwest 1/4 of Section 19 and part of the Southwest 1/4 of the Southeast 1/4 of Section 19 and part of the Northwest 1/4, Northeast 1/4, Southwest 1/4 and Southeast 1/4 of the Northwest 1/4 of Section 30 and part of the Northwest 1/4 and Southwest 1/4 of the Northeast 1/4 of Section 30 all in Town 2 North, Range 22 East in the City of Kenosha, Kenosha County, Wisconsin, bounded and described as follows:

COMMENCING at the Southwest corner of the Northwest 1/4 of Section 30; thence North 88°41'27" East along the South line of said 1/4 Section 538.84 feet to a point; thence North 01°18'33" West 33.00 feet to a point on the former North line of 38th Street and the former East line of a Frontage Road; thence North 46°26'17" West along said East line 38.27 feet to a reference point A; thence North 88°41'27" East 347.52 feet to the point of beginning of lands to be described; thence North 15°36'44" West 66.12 feet to a point; thence North 38°32'08" West 190.96 feet to a point; thence North 37.10 feet to a point; thence East 201.68 feet to a point; thence South 99.12 feet to a point; thence South 05°48'51" East 174.23 feet to a point; thence South 86°59'16" West 41.29 feet to a point; thence North 01°18'33" West 25.40 feet to a point; thence South 88°41'27" West 40.76 feet to the point of beginning.

Together with:

COMMENCING at reference point A; thence North 88°41'27" East 388.28 feet; thence South 01°18'33" East 25.40 feet to a point; thence North 86°59'16" East 219.91 feet to the point of beginning of lands to be described; thence North 04°28'32" West 245.82 feet to a point; thence East 534.34 feet to a point; thence North 192.17 feet to a point; thence East 229.10 feet to a point; thence North 00°00'39" West 992.14 feet to a point; thence East 497.01 feet to a point; thence South 03°47'50" West 198.61 feet to a point; thence South 27°45'08" West 244.14 feet to a point; thence South 02°54'13" West 191.82 feet; thence South 46°14'08" West 107.24 feet to a point; thence South 78°38'26" West 204.86 feet to a point; thence South 01°19'27" East 410.64 feet to a point; thence South 87°28'34" West 212.98 feet to a point; thence South 02°31'26" East 256.42 feet to a point; thence South 87°43'34" West 31.50 feet to a point on the North line of 38th Street; thence South 86°59'16" West along said North line 603.60 feet to the point of beginning.

Together with:

COMMENCING at reference point A; thence North 46°26'17" West along said East line 160.20 feet to a point; thence North 01°33'46" West along said East line 909.94 feet to a point; thence North 02°42'24" East along said East line 600.00 feet to a point; thence North 07°32'30" East along said East line 600.00 feet to a point; thence Northeasterly 264.62 feet along said East line and arc of a curve, whose center lies to the Southeast, whose radius is 4950.00 feet and whose chord bears North 13°53'18" East 264.59 feet to the point of beginning of lands to be described; thence Northeasterly 59.48 feet along said East line and arc of a curve, whose center lies to the Southeast, whose radius is 4950.00 feet and whose chord bears North 15°45'50" East 59.48 feet to a point; thence South 58°50'36" East 31.61 feet to a point; thence South 73°53'33" East 211.65 feet to a point; thence North 35°00'24" East 171.71 feet to a point; thence North 18°18'56" East 186.66 feet to a point; thence Northeasterly 231.64 feet along the arc of a curve, whose center lies to the Southeast, whose radius is 74.39 feet and whose chord bears South 72°28'37" East 148.54 feet to a point; thence South 16°43'50" West 137.09 feet to a point; thence South 38°04'24" East 33.56 feet to a point; thence South 08°20'26" West 185.69 feet to a point; thence South 39°57'32" West 106.37 feet to a point; thence North 50°02'28" West 48.14 feet to a point; thence Northwesterly 196.07 feet along the arc of a curve whose center lies to the Southwest, whose radius is 471.00 feet and whose chord bears North 61°58'00" West 194.66 feet to a point; thence North 73°53'33" West 176.76 feet to a point; thence South 85°55'02" West 52.94 feet to a point on said East line of Frontage Road and the point of beginning.

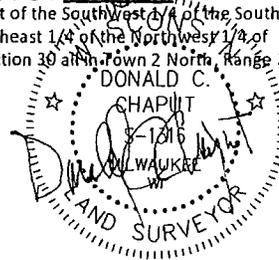


Doc # 1714971

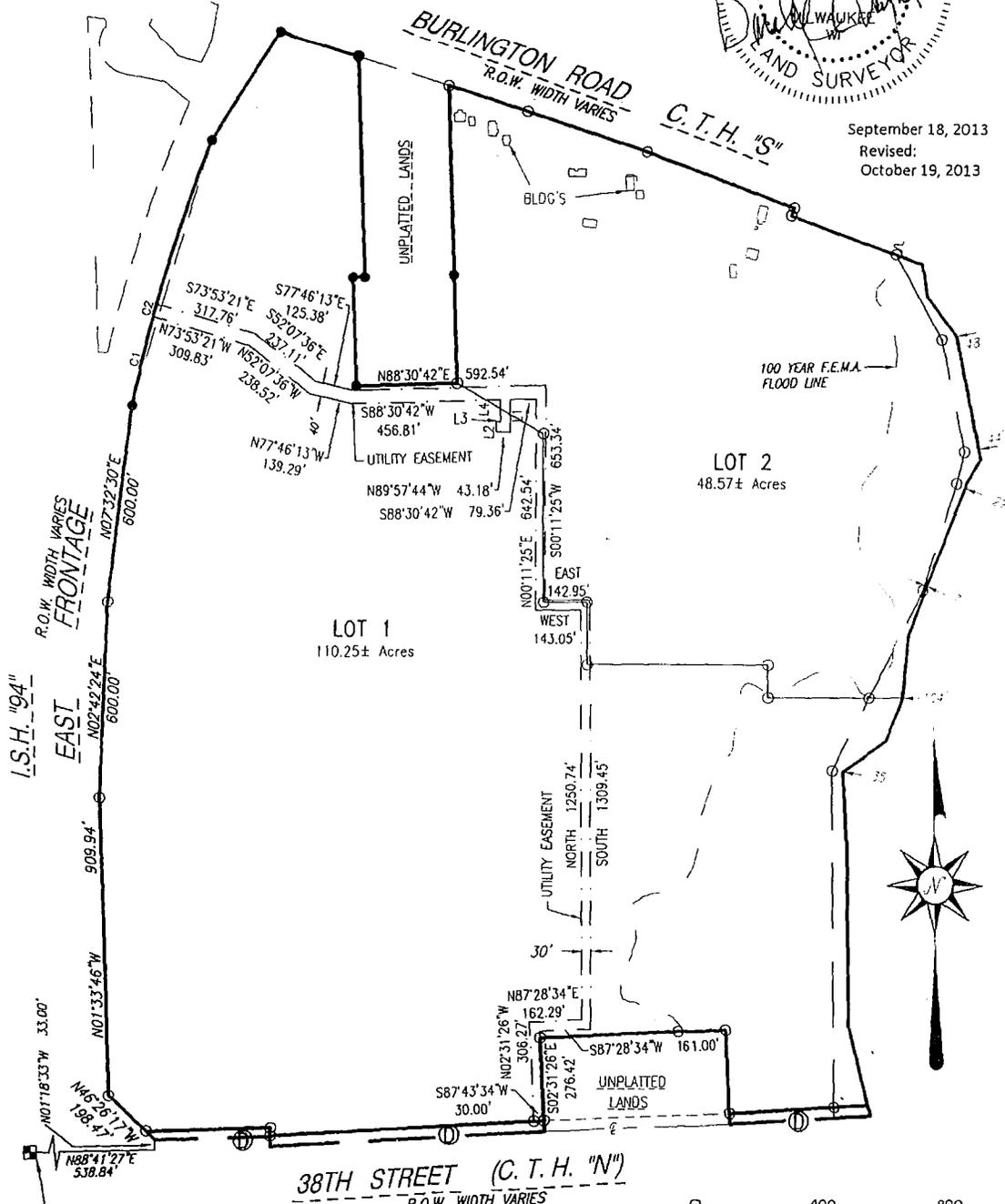
CERTIFIED SURVEY MAP NO. 2738

Part of the Southwest 1/4 and Southeast 1/4 of the Southwest 1/4 of Section 19 and part of the Southwest 1/4 of the Southeast 1/4 of Section 19 and part of the Northwest 1/4, Northeast 1/4, Southwest 1/4 and Southeast 1/4 of the Northwest 1/4 of Section 30 and part of the Northwest 1/4 and Southwest 1/4 of the Northeast 1/4 of Section 30 all in Town 2 North, Range 22 East in the City of Kenosha, Kenosha County, Wisconsin.

UTILITY EASEMENT
FOR THE BENEFIT OF THE CITY OF KENOSHA



September 18, 2013
Revised:
October 19, 2013



I.S.H. "94"
EAST
R.O.W. WIDTH VARIES
FRONTAGE

CONC. MON. WITH
ALUMINUM CAP
SW COR. OF NW 1/4
SEC. 30, T2N, R22E.

CURVE	ARC	LNQ	RADIUS	DELTA ANG	CHORD BRNG	CHORD LNQ
C1	274.41'	4950.00'	3°10'35"	N13°56'42"E	274.38'	
C2	40.00'	4950.00'	0°27'47"	N15°45'53"E	40.00'	

LINE	LNQ	RADIUS
L1	500°02'16"W	98.81'
L2	N00°02'16"E	30.00'
L3	S89°37'44"E	13.20'
L4	N00°02'16"E	66.01'

This instrument was drafted by Donald C. Chaput
Registered Land Surveyor S-1316

CHAPUT LAND SURVEYS LLC
234 W. FLORIDA STREET
MILWAUKEE, WI 53204
414-224-8068
www.chapulandsurveys.com
Drawing No. 1281-grb
Sheet 4 of 7 Sheets

Doc # 1714971

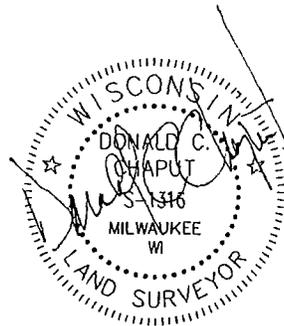
CERTIFIED SURVEY MAP NO. 2738

Part of the Southwest 1/4 and Southeast 1/4 of the Southwest 1/4 of Section 19 and part of the Southwest 1/4 of the Southeast 1/4 of Section 19 and part of the Northwest 1/4, Northeast 1/4, Southwest 1/4 and Southeast 1/4 of the Northwest 1/4 of Section 30 and part of the Northwest 1/4 and Southwest 1/4 of the Northeast 1/4 of Section 30 all in Town 2 North, Range 22 East in the City of Kenosha, Kenosha County, Wisconsin.

UTILITY EASEMENT
FOR THE BENEFIT OF THE CITY OF KENOSHA

Part of the Southwest 1/4 and Southeast 1/4 of the Southwest 1/4 of Section 19 and part of the Southwest 1/4 of the Southeast 1/4 of Section 19 and part of the Northwest 1/4, Northeast 1/4, Southwest 1/4 and Southeast 1/4 of the Northwest 1/4 of Section 30 and part of the Northwest 1/4 and Southwest 1/4 of the Northeast 1/4 of Section 30 all in Town 2 North, Range 22 East in the City of Kenosha, Kenosha County, Wisconsin, bounded and described as follows:

COMMENCING at the Southwest corner of the Northwest 1/4 of Section 30; thence North 88°41'27" East along the South line of said 1/4 Section 538.84 feet to a point; thence North 01°18'33" West 33.00 feet to a point on the former North line of 38th Street and the former East line of a Frontage Road; thence North 46°26'17" West along said East line 198.47 feet to a point; thence North 01°33'46" West along said East line 909.94 feet to a point; thence North 02°42'24" East along said East line 600.00 feet to a point; thence North 07°32'30" East along said East line 600.00 feet to a point; thence Northeasterly 274.41 feet along said East line and arc of a curve, whose center lies to the Southeast, whose radius is 4950.00 feet and whose chord bears North 13°56'42" East 274.38 feet to the point of beginning of lands to be described; thence Northeasterly 40.00 feet along said East line and arc of a curve whose center lies to the Southeast, whose radius is 4950.00 feet and whose chord bears North 15°45'53" East 40.00 feet to a point; thence South 73°53'21" East 317.76 feet; thence South 52°07'36" East 237.11 feet; thence South 77°46'13" East 125.38 feet; thence North 88°30'42" East 592.54 feet; thence South 00°11'25" West 653.34 feet; thence East 142.95 feet; thence South 1309.45 feet; thence South 87°28'34" West 161.00 feet; thence South 02°31'26" East 276.42 feet; thence South 87°43'34" West 30.00 feet to a point; thence North 02°31'26" West 306.27 feet; thence North 87°28'34" East 162.29 feet; thence North 1250.74 feet; thence West 143.05 feet; thence North 00°11'25" East 642.54 feet; thence South 88°30'42" West 79.36 feet; thence South 00°02'16" West 96.81 feet; thence North 89°57'44" West 43.18 feet; thence North 00°02'16" East 30.00 feet; thence South 89°57'44" East 13.20 feet; thence North 00°02'16" East 66.01 feet; thence South 88°30'42" West 456.81 feet; thence North 77°46'13" West 139.29 feet; thence North 52°07'36" West 238.52 feet; thence North 73°53'21" West 309.83 feet to a point on the East line of a Frontage Road and the point of beginning.



Doc # 1714971

CERTIFIED SURVEY MAP NO. 2738

Part of the Southwest 1/4 and Southeast 1/4 of the Southwest 1/4 of Section 19 and part of the Southwest 1/4 of the Southeast 1/4 of Section 19 and part of the Northwest 1/4, Northeast 1/4, Southwest 1/4 and Southeast 1/4 of the Northwest 1/4 of Section 30 and part of the Northwest 1/4 and Southwest 1/4 of the Northeast 1/4 of Section 30 all in Town 2 North, Range 22 East in the City of Kenosha, Kenosha County, Wisconsin.

SURVEYOR'S CERTIFICATE

STATE OF WISCONSIN)
:SS
MILWAUKEE COUNTY)

I, DONALD C. CHAPUT, a registered land surveyor, do hereby certify:

THAT I have survey, divided and mapped part of the Southwest 1/4 and Southeast 1/4 of the Southwest 1/4 of Section 19 and part of the Southwest 1/4 of the Southeast 1/4 of Section 19 and part of the Northwest 1/4, Northeast 1/4, Southwest 1/4 and Southeast 1/4 of the Northwest 1/4 of Section 30 and part of the Northwest 1/4 and Southwest 1/4 of the Northeast 1/4 of Section 30 all in Town 2 North, Range 22 East in the City of Kenosha, Kenosha County, Wisconsin, bounded and described as follows:

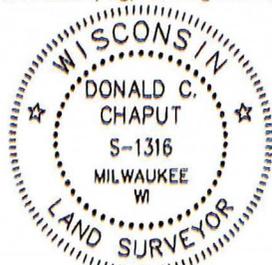
COMMENCING at the Southwest corner of the Northwest 1/4 of Section 30, thence North 88°41'27" East along the South line of said 1/4 Section 538.84 feet to a point; thence North 01°18'33" West 33.00 feet to a point on the former North line of 38th Street and the East line of the former Frontage Road and the point of beginning of the lands to be described; thence North 46°26'17" West along said East line 198.47 feet to a point; thence North 01°33'46" West along said East line 909.94 feet to a point; thence North 02°42'24" East along said East line 600.00 feet to a point; thence North 07°32'30" East along said East line 600.00 feet to a point; thence Northeasterly 843.94 feet along said East line and arc of a curve, whose center lies to the Southeast, whose radius is 4950.0 feet and whose chord bears North 17°14'27" East 842.92 feet to a point; thence North 32°08'25" East along said East line 403.01 feet to a point on the South line of Burlington Road; thence Southeasterly 252.85 feet along said South line and arc of a curve, whose center lies to the Northeast, whose radius is 2912.93 feet and whose chord bears South 71°32'54" East 252.77 feet to a point; thence South 71°53'14" East along said South line 1.20 feet to a point; thence South 01°44'07" East 678.24 feet to a point; thence South 88°30'42" West 37.00 feet to a point; thence South 01°43'46" East 330.00 feet to a point; thence North 88°30'42" East 310.50 feet to a point; thence North 01°43'46" West 330.00 feet to a point; thence North 01°44'07" West 580.69 feet to a point on the South line of Burlington Road; thence South 71°53'14" East along said South line 257.61 feet to a point; thence South 71°31'58" East along said South line 395.52 feet to a point; thence South 70°05'03" East along said South line 500.00 feet to a point; thence South 19°54'57" West along said South line 25.00 feet to a point; thence South 70°05'03" East along said South line 350.33 feet to a meander corner, said point being North 70°05'03" West 91 feet more or less from the center of the Kilbourn Ditch; thence South 29°29'37" East along a meander line 296.76 feet to a point; thence South 11°50'39" East along said meander line 344.16 feet to a point; thence South 13°50'26" West along said meander line 100.35 feet to a point; thence South 18°05'42" West along said meander line 344.81 feet to a point; thence South 27°32'23" West along said meander line 620.00 feet to a point; thence due South along said meander line 1060.94 feet to the centerline of 38th Street, said point being South 86°24'38" West 114 feet more or less from the center of the Kilbourn Ditch; thence South 86°24'38" West along said centerline 329.52 feet to a point; thence South 87°36'38" West along said centerline 0.87 feet to a point; thence North 02°23'22" West 290.40 feet to a point; thence South 87°36'38" West 150.00 feet to a point; thence South 87°28'34" West 435.00 feet to a point; thence South 02°31'26" East 289.42 feet to a point on the centerline of 38th Street; thence South 87°43'34" West along said centerline 31.43 feet to a point; thence South 86°59'16" West along said centerline 824.27 feet to a point; thence North 01°18'33" West 31.42 feet to a point; thence South 88°41'27" West 361.16 feet to the point of beginning. Together with those lands lying between the aforesaid meander line and the center of the Kilbourn Ditch.

THAT I have made this survey, land division and map by the direction of Next Partners I, LLC, a Wisconsin limited liability company, owner of said land.

THAT such 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 the provisions of Section 236.34 of the Wisconsin Statutes, the Land Division Ordinance of the City of Kenosha in surveying, dividing and mapping the same.

DATE: September 18, 2013
Revised: October 19, 2013



Handwritten signature of Donald C. Chaput
DONALD C. CHAPUT
REGISTERED LAND SURVEYOR S-1316

CERTIFIED SURVEY MAP NO. 2738

Part of the Southwest 1/4 and Southeast 1/4 of the Southwest 1/4 of Section 19 and part of the Southwest 1/4 of the Southeast 1/4 of Section 19 and part of the Northwest 1/4, Northeast 1/4, Southwest 1/4 and Southeast 1/4 of the Northwest 1/4 of Section 30 and part of the Northwest 1/4 and Southwest 1/4 of the Northeast 1/4 of Section 30 all in Town 2 North, Range 22 East in the City of Kenosha, Kenosha County, Wisconsin.

OWNER'S CERTIFICATE

Next Partners I, LLC, a Wisconsin limited liability company, as owner, certify that I caused the land described on this map to be surveyed, divided, mapped and dedicated as represented on this map in accordance with the City of Kenosha ordinance regulating the platting of land and the Kenosha County ordinance regulating the platting of land, and Chapter 236.34 of the Wisconsin Statutes.

WITNESS the hand and seal of Phillip W. Jennings, Jr., this 14th day of October, 2013.

Phillip W. Jennings, Jr.
Phillip W. Jennings, Jr., Member

~~STATE OF WISCONSIN~~
~~COUNTY~~
:SS

Personally came before me this 14th day of October, 2013, the above named Phillip W. Jennings, Jr., Member to me known as the person who executed the foregoing instrument and acknowledged the same.



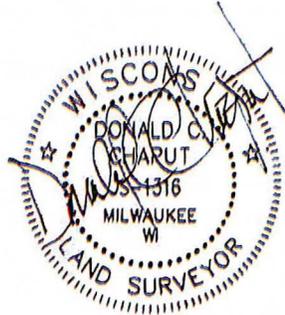
Matthew T. Hand
Notary Public, State of Georgia
My commission expires SEP. 3, 2017
My commission is permanent.

CITY OF KENOSHA APPROVAL

Adopted this 1st day of October, 2013

ATTEST: Debra L. Salas
Debra L. Salas, City Clerk - Treasurer

APPROVE: Keith G. Bosman
Keith G. Bosman, Mayor



I hereby certify that the adjacent photograph has been compared with the record on file in this office and is a true copy thereof. I have hereunto affixed my official seal
This 31 day of Oct 2013

JoEllyn M Storz
JoEllyn M Storz, Register of Deeds
Kenosha County, Wisconsin



DOCUMENT
1714971

RECORDED
At Kenosha County, Kenosha WI 53140
JoEllyn M. Storz, Register of Deeds
October 31, 2013 3:04 PM
\$98.00
Pages 8



ENGINEERING DIVISION
SHELLY BILLINGSLEY, P.E.
CITY ENGINEER

PARK DIVISION
JEFF WARNOCK
SUPERINTENDENT

FLEET MAINTENANCE
MAURO LENCI
SUPERINTENDENT

STREET DIVISION
JOHN H. PRIJIC
SUPERINTENDENT

WASTE DIVISION
ROCKY BEDNAR
SUPERINTENDENT

DEPARTMENT OF PUBLIC WORKS
MICHAEL M. LEMENS, P.E., DIRECTOR
SHELLY BILLINGSLEY, P.E., DEPUTY DIRECTOR

MUNICIPAL BUILDING · 625 - 52ND ST · RM 305 · KENOSHA, WI 53140
TELEPHONE (262) 653-4050 · FAX (262) 653-4056
EMAIL PUBLICWORKS@KENOSHA.ORG

August 14, 2014

To: Eric J. Haugaard, Chairman,
Public Works Committee

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

Subject: Project: 14-1014 Concrete Street Repair
Location: Citywide

The Department of Public Works, Engineering Division has opened bids for the above referenced project. Engineer's Estimate was \$87,000. Budget amount is \$120,000.

This project consists of full-depth saw cutting, removing and replacing concrete pavement, excavation, and traffic control.

Following is the list of bidders:

Contractor	Base Bid
Cornerstone Pavers, Racine, WI	\$106,960
A.W. Oakes & Son, Racine, WI	\$118,890

It is recommended that this contract be awarded to Cornerstone Pavers, LLC, Kenosha, Wisconsin, for the base bid amount of \$106,960 plus \$5,040 in contingency for unforeseen conditions (if needed), for total award amount of \$112,000. Funding is from CIP Line Item IN-93-002.

SAB/kjb



ENGINEERING DIVISION
 SHELLY BILLINGSLEY, P.E.
 CITY ENGINEER

PARK DIVISION
 JEFF WARNOCK
 SUPERINTENDENT

FLEET MAINTENANCE
 MAURO LENCI
 SUPERINTENDENT

STREET DIVISION
 JOHN H. PRIJIC
 SUPERINTENDENT

WASTE DIVISION
 ROCKY BEDNAR
 SUPERINTENDENT

DEPARTMENT OF PUBLIC WORKS
 MICHAEL M. LEMENS, P.E., DIRECTOR
 SHELLY BILLINGSLEY, P.E., DEPUTY DIRECTOR

MUNICIPAL BUILDING · 625 - 52ND ST · RM 305 · KENOSHA, WI 53140
 TELEPHONE (262) 653-4050 · FAX (262) 653-4056
 EMAIL PUBLICWORKS@KENOSHA.ORG

August 14, 2014

To: Eric J. Haugaard, Chairman,
Public Works Committee

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

Subject: Project: 14-1026 56th Street Sidewalk
Location: 56th Street – Sheridan Road to 13th Avenue

The Department of Public Works, Engineering Division has opened bids for the above referenced project. Engineer's Estimate was \$155,000. Budget amount is \$270,000.

This project consists of full-depth saw cutting, removing and replacing concrete sidewalk, colored stamped concrete, removing and replacing brick pavers, excavation, curb ramps with detectable warning fields, traffic control, and landscaping.

Following is the list of bidders:

Contractor	Base Bid Total
A.W. Oakes & Son, Racine, WI	\$204,949.50

It is recommended that this contract be awarded to A.W. Oakes & Son, Racine, Wisconsin, for the base bid amount of \$204,949.50 plus \$20,550.50 in contingency for unforeseen conditions (if needed), for total award amount of \$225,500. Funding is from CIP Line Item IN-13-001.

SAB/kjb



6

ENGINEERING DIVISION
SHELLY BILLINGSLEY, P.E.
CITY ENGINEER

PARK DIVISION
JEFF WARNOCK
SUPERINTENDENT

FLEET MAINTENANCE
MAURO LENCI
SUPERINTENDENT

STREET DIVISION
JOHN H. PRIJIC
SUPERINTENDENT

WASTE DIVISION
ROCKY BEDNAR.
SUPERINTENDENT

DEPARTMENT OF PUBLIC WORKS

MICHAEL M. LEMENS, P.E., DIRECTOR
SHELLY BILLINGSLEY, P.E., DEPUTY DIRECTOR

MUNICIPAL BUILDING · 625 - 52ND ST · RM 305 · KENOSHA, WI 53140
TELEPHONE (262) 653-4050 · FAX (262) 653-4056
EMAIL PUBLICWORKS@KENOSHA.ORG

August 7, 2014

To: Eric Haugaard, Chairman, Public Works Committee
Scott N. Gordon, Chairman, Park Commission

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

Subject: Acceptance of Project 13-1412 Simmons Field – Stadium Renovations

Location: 7817 Sheridan Road

Please be advised that the above referenced project has been satisfactorily completed by Camosy Construction, Kenosha, Wisconsin. This project consisted of construction of two dugouts, construction of two precast concrete bleacher sections holding approximately 730 seats each; installation of owner-provided stadium seats, construction of decorative concrete field wall, removal and installation of gates and fence, brick paver walkways, earthwork, rough grading, tree removal, and site restoration.

It is recommended that the project be accepted in the final amount of \$731,519.84. Original contract amount was \$705,554.24 plus \$25,965.80 for contingency for a total contract amount of \$731,519.84. Funding was from CIP Line Item PK-13-003.

SAB/kjb



ENGINEERING DIVISION
SHELLY BILLINGSLEY, P.E.
CITY ENGINEER

PARK DIVISION
JEFF WARNOCK
SUPERINTENDENT

FLEET MAINTENANCE
MAURO LENCI
SUPERINTENDENT

STREET DIVISION
JOHN H. PRIJIC
SUPERINTENDENT

WASTE DIVISION
ROCKY BEDNAR.
SUPERINTENDENT

DEPARTMENT OF PUBLIC WORKS

MICHAEL M. LEMENS, P.E., DIRECTOR
SHELLY BILLINGSLEY, P.E., DEPUTY DIRECTOR

MUNICIPAL BUILDING · 625 - 52ND ST · RM 305 · KENOSHA, WI 53140
TELEPHONE (262) 653-4050 · FAX (262) 653-4056
EMAIL PUBLICWORKS@KENOSHA.ORG

August 13, 2014

To: Eric Haugaard, Chairman, Public Works Committee
Patrick Juliana, Chairman, Stormwater Utility Committee

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

Subject: Acceptance of Project 13-1024 60th Street Resurfacing

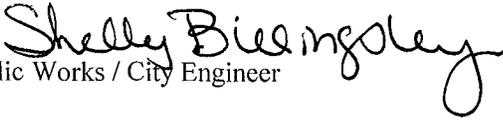
Location: 60th Street – 30th Avenue to 39th Avenue, 39th Avenue – 59th Street to 60th Street

Please be advised that the above referenced project has been satisfactorily completed by Cicchini Asphalt, LLC, Kenosha, Wisconsin. This project consisted of full depth saw cutting, removing and replacing concrete curb and gutter, removing and replacing concrete sidewalk and driveway approaches, replacing storm sewer leads and inlets, asphalt milling, excavation, curb ramps with detectable warning fields, traffic control and landscaping.

It is recommended that the project be accepted in the final amount of \$1,241,805.04. Original contract amount for resurfacing was \$915,582.25 plus \$92,417.75 for contingency for a total of \$1,008,000, a change order was approved on June 2, 2014 to increase the resurfacing amount by \$16,599.53 for a revised resurfacing total of \$1,024,599.53; storm sewer was \$216,823 plus \$30,177 for contingency for a total of \$247,000 for a total contract amount of \$1,271,599.53. Funding for resurfacing was from CIP Line Item IN-10-003 and storm sewer was from CIP Line Item SW-13-002.

SAB/kjb

TO: Michael M. Lemens, P.E.
Director of Public Works

FROM: Shelly Billingsley, P.E. 
Deputy Director of Public Works / 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 #09-1121 - Forest Park Evaluation** – [Strand] Staff is meeting with consultant and working on final comments. (1)
- Project #10-1126 - Wetland Mitigation Bank** - [Wetlands and Waterways Consulting LLC] Monitoring wells have been installed on-site. Currently in the process of finalizing new technical memo. (16)
- Project #10-1131 - River Crossing Swale Restoration** – [Applied Ecological Services] Maintenance has been performed. (17)
- Project #11-1128 - Multi-Plate Pipe Storm Sewer Inspection and Evaluation** – [Ruekert-Mielke] Staff is working with consultant on recommendations. (2 and 7)
- Project #11-1125 - Pennoyer Beach Outfall Stormwater Infiltration Basin (GLRI Grant)** – Bioswales have been replanted. (1 and 6)
- Project #11-2013 - Harbor and Marina Dredging** – [Shoreline Builders] Waiting for close out documents (2).
- Project #12-1430 - Alford Park Warehouse Demolition** – [Earth Construction] Close out documents were sent to Contractor. (1)
- Project #11-1025 - 122nd Avenue – 71st Street to 74th Street** – [AW Oakes] Waiting for close out documents. (Stormwater Utility funding also) (16)
- Project #13-1012 - Resurfacing I** – [Stark] Project is complete. Punch list items remain. [Lincoln Road intersection at 28th Avenue, Lincoln Road intersection at 22nd Avenue, 70th Street from 39th Avenue to 40th Avenue] (Stormwater Utility funding also) (13, 15)
- Project #13-1013 - CDBG Resurfacing** – [Stark] Punch list items remain. [13th Court from Washington Road to 43rd Street, 41st Street from 22nd Avenue to 350 ft. east of 21st Avenue] (Stormwater Utility funding also) (6)
- Project #13-1016 Resurfacing III** – [Cicchini] Punch list items remain on 40th Street. [34th Ave from 86th Place to 88th Place, 44th Avenue Cul-de-Sac south of 87th Place, 87th Place Cul-de-Sac west of 42nd Avenue, 26th Avenue from 34th Street to 31st Street, 40th Street from Sheridan Road to 8th Avenue] (Stormwater Utility funding also) (1, 6, 9, 14)
- Project #13-1024 – 60th Street Resurfacing – 39th Avenue to 30th Avenue** – [Cicchini] Punch list items are complete. Working on project close-out. (Stormwater Utility funding also) (3, 11, 15)
- Project #13-1025 56th Street Resurfacing** – [Cicchini] Project is complete. Punchlist items remain. [56th Street from Sheridan Road to 13th Avenue] (Stormwater Utility funding also) (2)
- Project #13-1208 - Sidewalk and Curb and Gutter** – [AW Oakes] Project is complete. Punch list items remain. (Stormwater Utility funding also) (Citywide)
- Project #13-1412 - Simmons Field** – [Camosy] Waiting on close out documents. (12)
- Project #14-1012 – Resurfacing Phase I** – [Payne & Dolan] Storm Sewer work and Removals are underway. [18th Avenue from 67th to 69th Street, 68th Avenue from 52nd Street to 1000' North and 51st Street from 68th Avenue to 700' West] (12, 16)
- Project #14-1014 – Concrete Street Repairs** – [Cornerstone] Opened bids on August 13 award on current agenda. [80th Street from 22nd Avenue to 25th Avenue and 39th Avenue at 46th Street] (10,13)
- Project #14-1015 – 39th Avenue – Washington Rd to 45th Street Resurfacing** – [Payne & Dolan] Anticipated project start on September 2nd. (10)
- Project #14-1017 Concrete Street Repairs (Street Division) – Pershing Blvd** – Street Division has plans and are mobilizing. Anticipated Start Date August 20th.
- Project #14-1019 – Crackfilling** – [Fahmer Asphalt] Project Awarded August 4th. Anticipated start date of September 2nd. (Citywide)
- Project #14-1208 – Sidewalk Repair Program** – [AW Oakes] Project started on May 29 and is approximately 65% complete. (Stormwater Utility funding also) (Citywide)
- Project #14-2002 Overpass Painting** – [Mill Coatings, Inc] Project to start mid-August.
- Project #14-1027 Pavement Markings** – [Century Fence] Project is underway. Estimated Completion of September 2nd.
- Project #14-1025 56th Street Phase Lighting** – [WIL-Surge Electric, Inc.] Existing concrete street lights have been removed. Direction Boring is underway. (2)
- Project #14-1026 56th Street Phase Sidewalk Project** – Bids were opened August 13 and award on current agenda. (2)
- Project #14-1209 Emergency Vehicle Preemption – Traffic Signals** – The City is waiting on equipment to be shipped. (Citywide)
- Project #14-2013 Southport Marina Dredging** – [Ryba] – Project has started. Contractor is anticipating dredging to be completed by Mid-August.
- Design Work (Public Works)** – Staff is working on the following projects: Website Design, GPS Data Forms, Simmons Library Improvements, Equipment Specifications, and SWU Projects and Parks Projects.