

**AGENDA
STORMWATER UTILITY
COMMITTEE**

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

***Patrick Juliana, Chairman
Scott N. Gordon, Vice Chairman
Steve Bostrom***

***Eric Haugaard
Rhonda Jenkins
Jan Michalski***

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

1. 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. (\$217,205.51 Stormwater funds) **(Districts 3, 11 & 15)** *(also referred to Public Works Committee)*
2. 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 Public Works Committee)*
3. Disbursements for the month of July 2014.

INFORMATIONAL: Project Status Report

CITIZENS COMMENTS RELATED ONLY TO JURISDICTION OF STORMWATER UTILITY COMMITTEE

ALDERMAN COMMENTS

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

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

STORMWATER UTILITY COMMITTEE
- MINUTES -

MONDAY, AUGUST 4, 2014
5:30 P.M.

Patrick Juliana, Chairman
Scott N. Gordon, Vice Chairman
Steve Bostrom

Eric Haugaard
Rhonda Jenkins
Jan Michalski

The regular meeting of the Stormwater Utility Committee was held on Monday, August 4, 2014 in Room 202 of the Municipal Building. The following members were present: Acting Chairman Scott N. Gordon, Aldermen Steve Bostrom, Eric Haugaard, Rhonda Jenkins, and Jan Michalski. Alderman Patrick Juliana was excused. The meeting was called to order at 6:14pm. 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 Haugaard to approve. Motion passed 5-0.

1. Agreement by and between the City of Kenosha, Wisconsin, a municipal corporation, and the City of Racine Health Department.
It was moved by Alderman Michalski, seconded by Alderman Haugaard to approve. Motion passed 5-0.
2. 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 Public Works Committee and Board of Water Commissioners) (referred on July 21, 2014 Common Council agenda)
It was moved by Alderman Michalski, seconded by Alderman Haugaard to approve. Motion passed 5-0.
3. Stormwater Management Practices Maintenance Agreement for Stormwater Management Facilities between the City of Kenosha, Wisconsin (a Municipal Corporation), and 125th Avenue Hotel, LLC (a Wisconsin Limited Liability Company) and SMMFLP Limited Partnership (a Delaware Limited Liability Partnership).
It was moved by Alderman Jenkins, seconded by Alderman Michalski to approve. Motion passed 5-0.
4. Permanent Storm Sewer and Detention Pond Easement and Agreement between 125th Avenue Hotel, LLC and SMMFLP Limited Partnership and the City of Kenosha, Wisconsin.
It was moved by Alderman Haugaard, seconded by Alderman Jenkins to approve. Motion passed 5-0.
5. Sanitary Sewer Easement and Agreement by and between SMMFLP Limited Partnership and Kenosha Water Utility.
It was moved by Alderman Jenkins, seconded by Alderman Haugaard to approve. Motion passed 5-0.

6. Approval of the Permanent Easement by and between the City (of Kenosha) and Stephen F. Estes (CSM on 7th Avenue & 39th Street). (District 1) (Also referred to Parks Commission)
It was moved by Alderman Haugaard, seconded by Alderman Michalski to approve. Motion passed 5-0.

INFORMATIONAL: Project Status Report

ADJOURNMENT - There being no further business to come before the Stormwater Utility Committee, it was moved, seconded and unanimously approved to adjourn the meeting at 6:24pm.



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

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

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
Document Title

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.

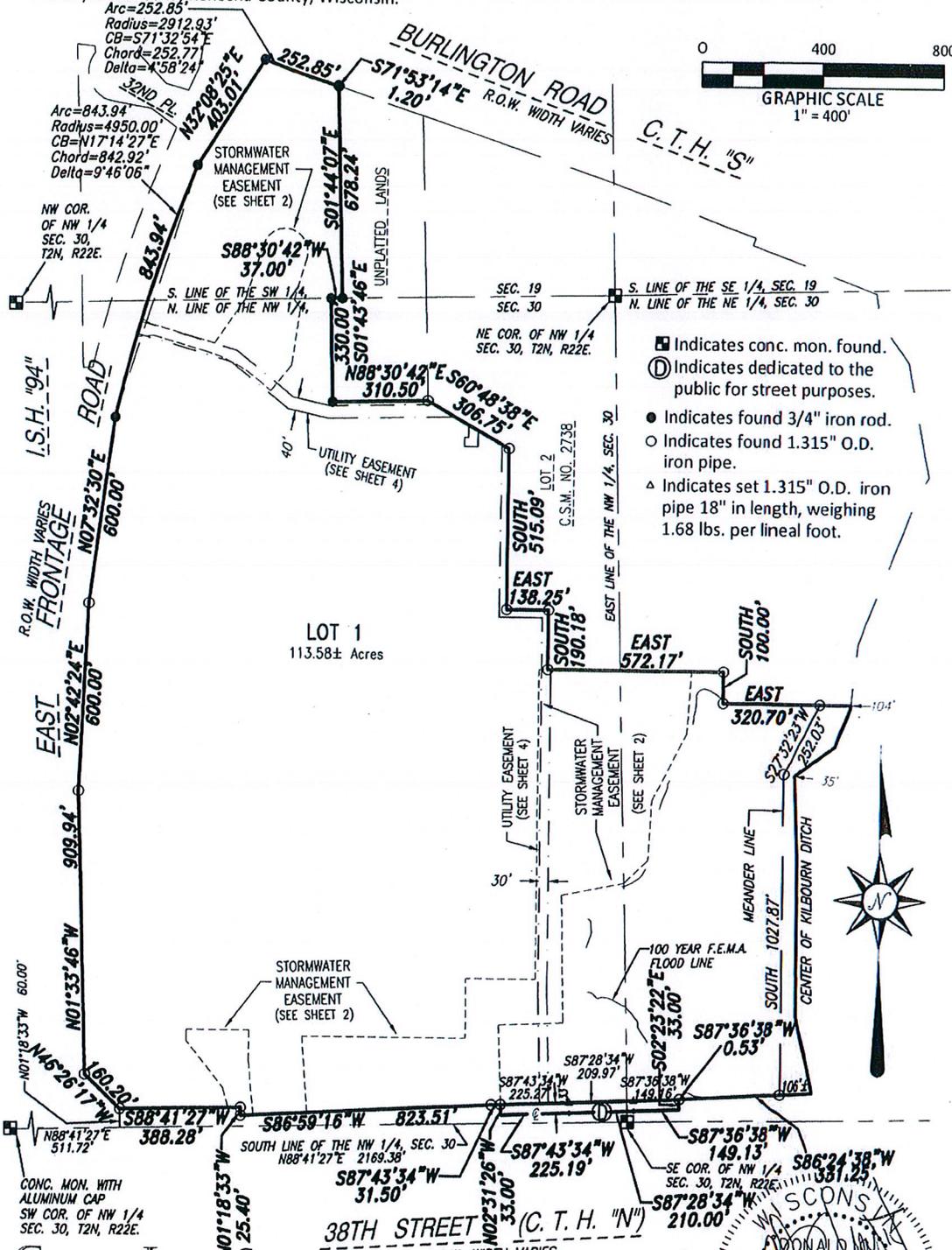
Parcel Identification Number: 08-222-30-202-002

Exhibit B

Certified Survey Map No. _____

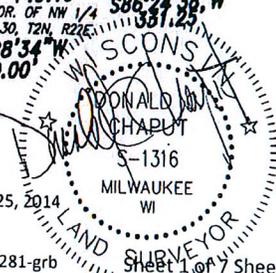
CERTIFIED SURVEY MAP NO. _____

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.



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

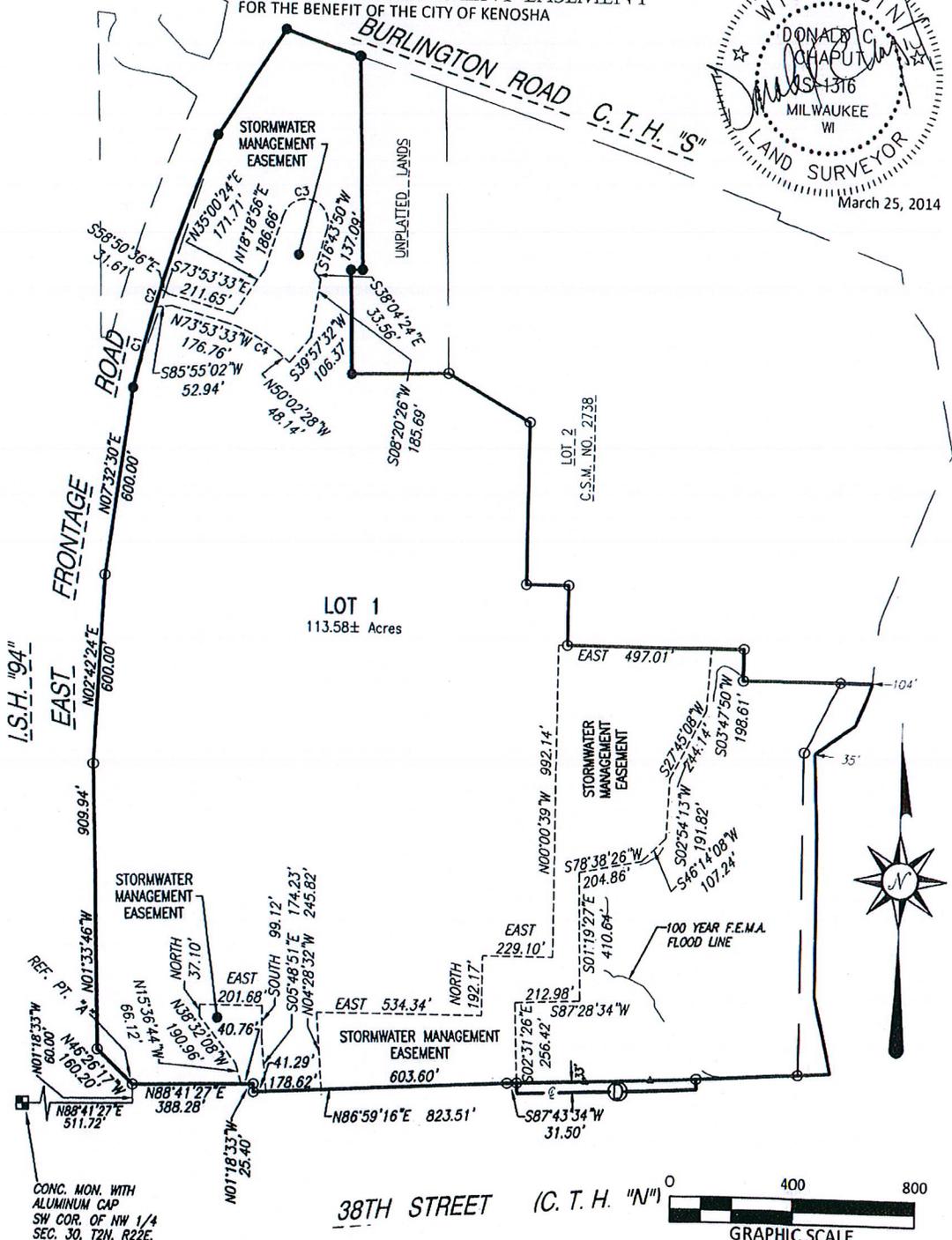
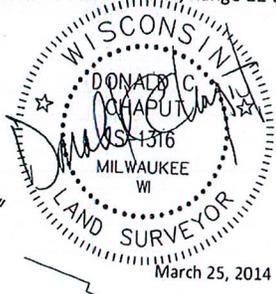
This instrument was drafted by Donald C. Chaput, Registered Land Surveyor S-1316

Drawing No. 1281-grb Sheet 1 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



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	231.30'	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:

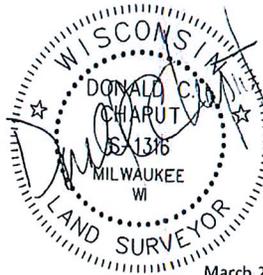
COMMENCING at the Southwest corner of the Northwest 1/4 of Section 30; thence North 88°41'27" East along the South line of said 1/4 Section 511.72 feet to a point; thence North 01°18'33" West 60.00 feet to a point on the North line of 38th Street and the East line of a Frontage Road to a reference point "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.

UTILITY EASEMENT FOR THE BENEFIT OF KENOSHA WATER UTILITY

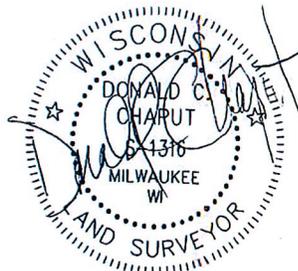
That portion of the utility easement described in Certified Survey Map No 2738 affecting Lot 1 in said map is hereby released and replaced with the following described lands:

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:

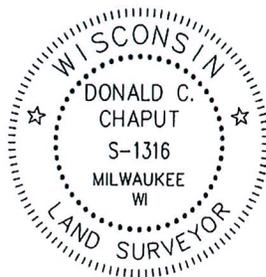
COMMENCING at the Southwest corner of the Northwest 1/4 of Section 30, thence North 88°41'27" East along the South line of said 1/4 Section 511.72 feet to a point; thence North 01°18'33" West 60.00 feet to a point on the North line of 38th Street and the East line of the Frontage Road and the point of 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 to 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



Handwritten signature of Donald C. Chaput above the printed name and title: DONALD C. CHARUT 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.

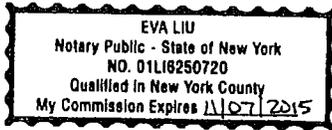
WITNESS the hand and seal of John P. DiCola, this 8th day of July, 2014.



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

~~NEW YORK EX~~
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.



E. Liyu
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

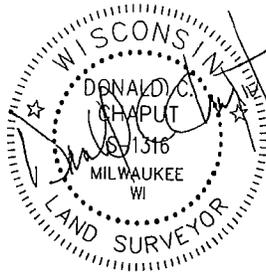


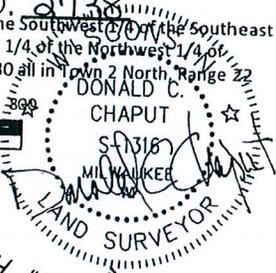
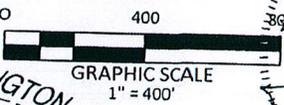
Exhibit C

Certified Survey Map No. 2738

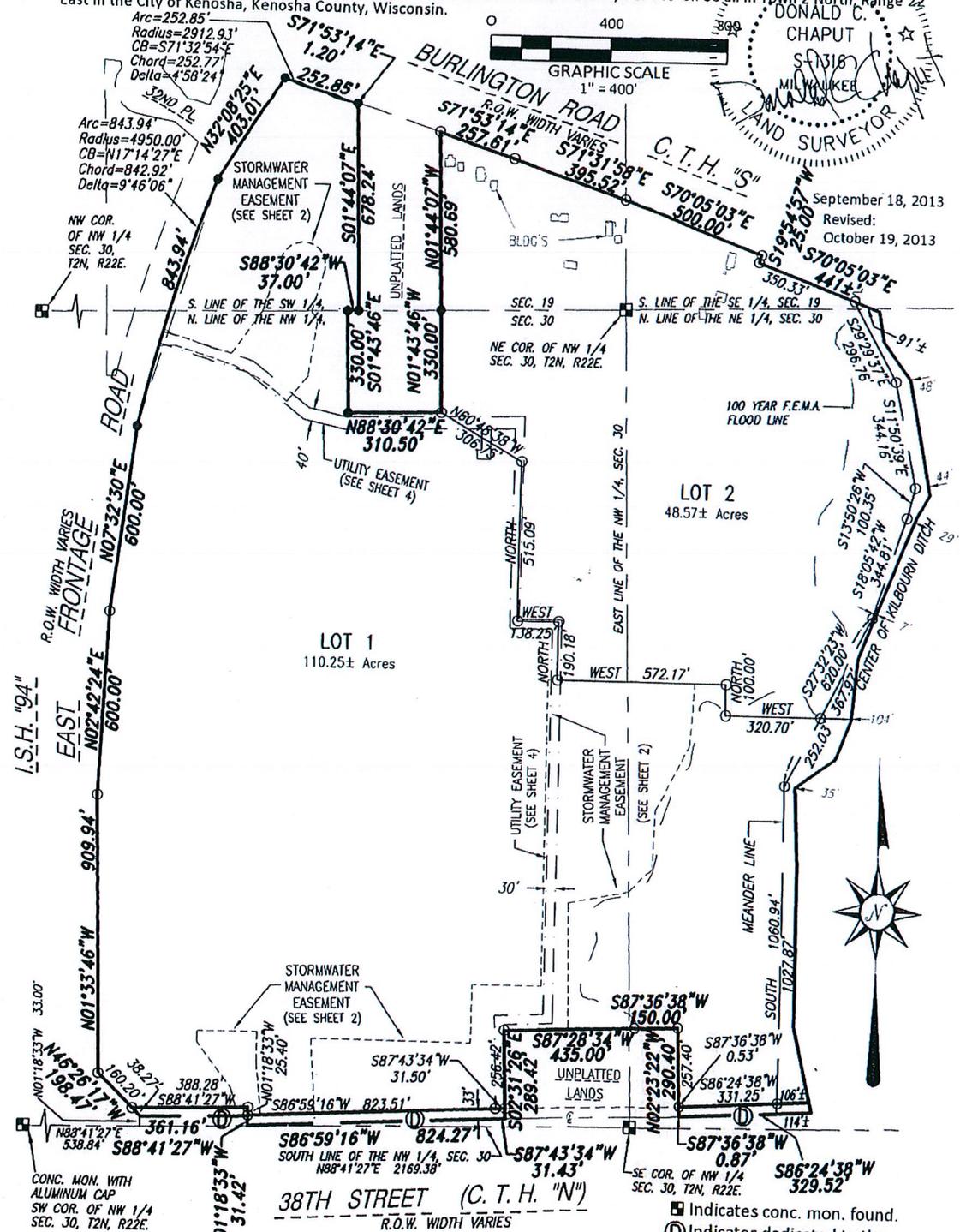
Doc # 1714971

CERTIFIED SURVEY MAP NO. 2738

Part of the Southwest 1/4 and Southeast 1/4 of the Southwest 1/4 of Sec on 19 and part of the Southwest 1/4 of the Southeast 1/4 of Sec on 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 on 30 and part of the Northwest 1/4 and Southwest 1/4 of the Northeast 1/4 of Sec on 30 all in Town 2 North, Range 32 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

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

- 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.

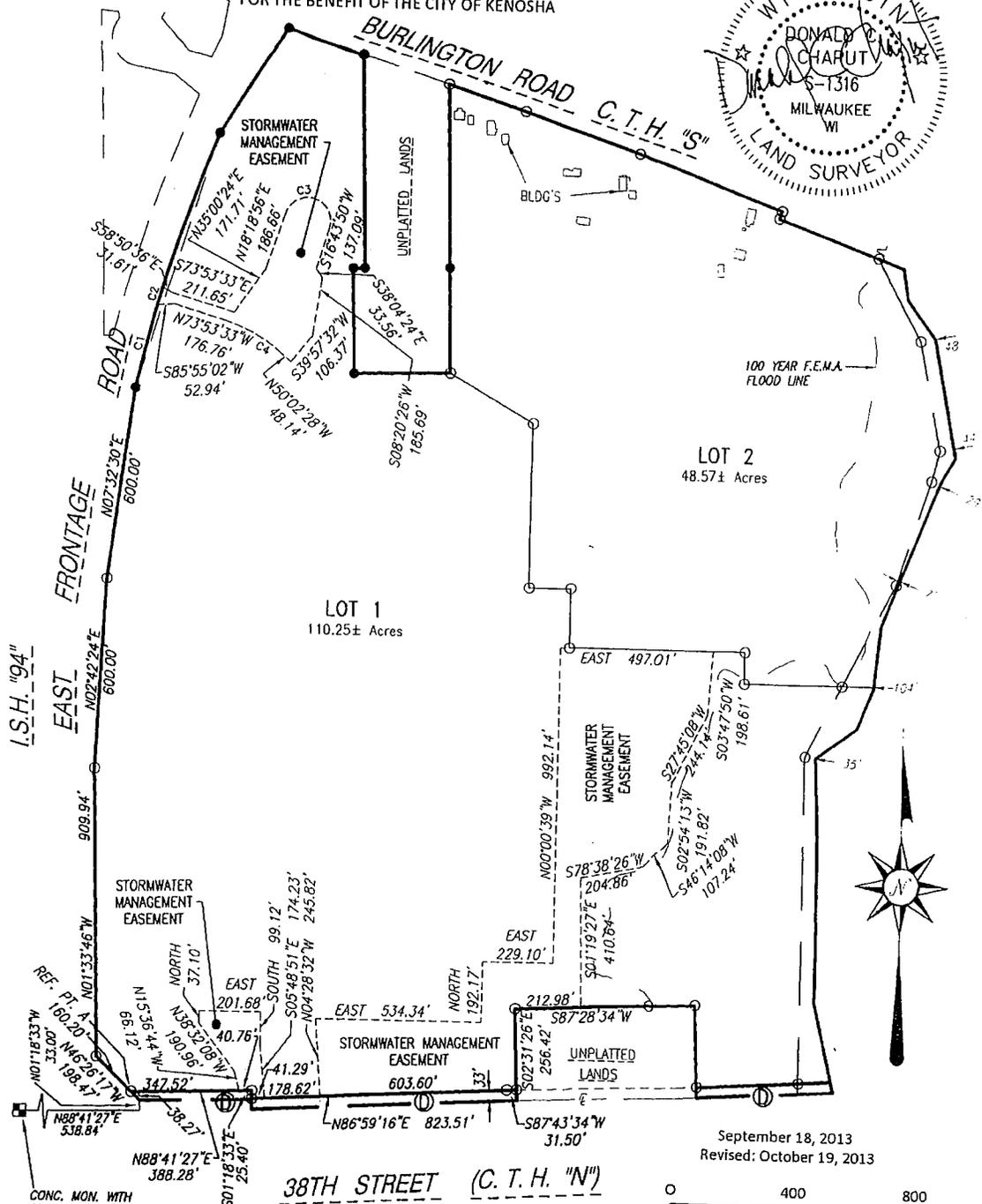
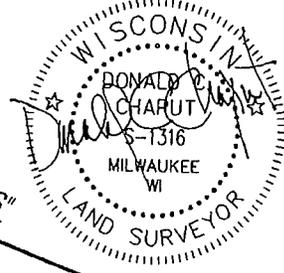
Drawing No. 1281-grb/tjn
Sheet 1 of 7 Sheets

Doc# 1714971

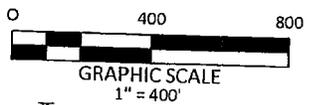
CERTIFIED SURVEY MAP NO. 2738

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



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:

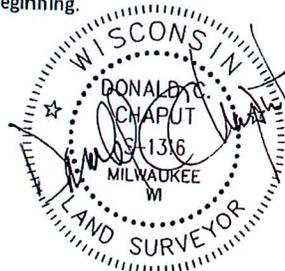
COMMENCING at the Southwest corner of the Northwest 1/4 of Section 30; thence North 88°41'27" East along the South line of said 1/4 Section 538.84 feet to a point; thence North 01°18'33" West 33.00 feet to a point on the former North line of 38th Street and the former East line of a Frontage Road; thence 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.



September 18, 2013

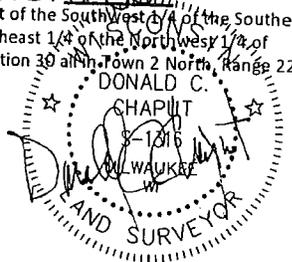
Revised: October 19, 2013

This instrument was drafted by Donald C. Chaput, Registered Land Surveyor S-1316 Sheet 3 of 7 Sheets

Doc # 1714971

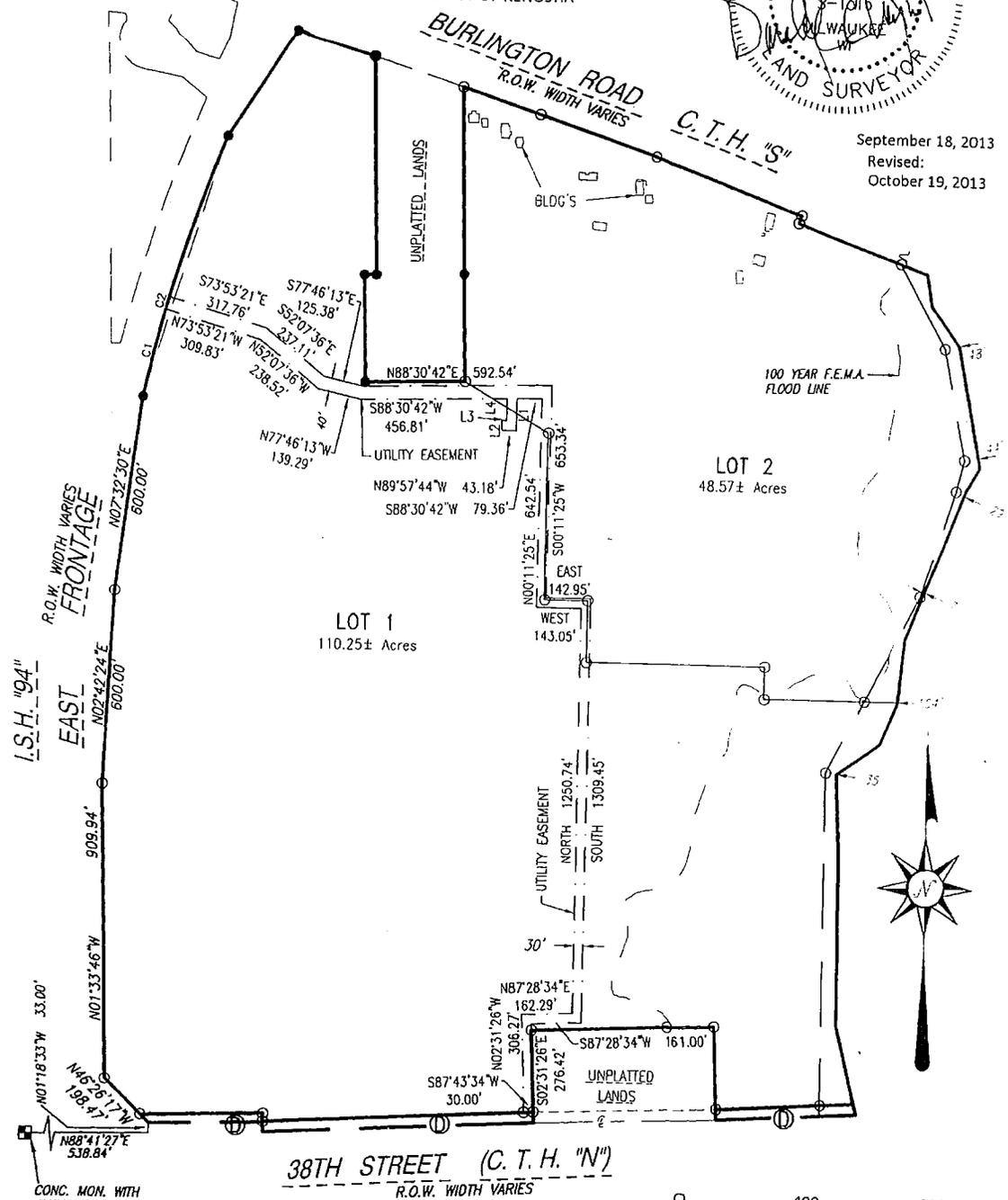
CERTIFIED SURVEY MAP NO. 2238

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



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

CURVE	ARC	LNGRADIUS	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	S00°02'16"W	98.81'
L2	N00°02'16"E	30.00'
L3	S89°57'44"E	13.20'
L4	N00°02'18"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.chapullandsurveys.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:

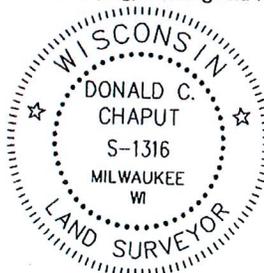
COMMENCING at the Southwest corner of the Northwest 1/4 of Section 30, thence North 88°41'27" East along the South line of said 1/4 Section 538.84 feet to a point; thence North 01°18'33" West 33.00 feet to a point on the former North line of 38th Street and the East line of the former Frontage Road and 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 Philip W. Jennings, Jr., this 19th day of OCTOBER, 2013.

Philip W. Jennings, Jr.
Philip W. Jennings, Jr., Member

GEORGIA
STATE OF WISCONSIN
:SS
COUNTY

Personally came before me this 19th day of October, 2013, the above named Philip W. Jennings, Jr., Member to me known as the person who executed the foregoing instrument and acknowledged the same.



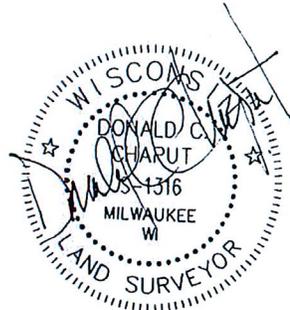
Matthew T. Hand
Notary Public, State of Georgia
My commission expires SEP. 3, 2017
My commission is permanent.

CITY OF KENOSHA APPROVAL

Adopted this 1st day of October, 2013

ATTEST: Debra L. Selas
Debra L. Selas, 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

Jo Ellyn 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
\$50.00
Pages 8



ENGINEERING DIVISION
 SHELLY BILLINGSLEY, P.E.
 CITY ENGINEER
 CATHY AUSTIN, P.E.
 ASSISTANT CITY ENGINEER
 BILL KNUITSEN
 SOIL EROSION SPECIALIST

STREET DIVISION
 JOHN H. PRIJIC
 SUPERINTENDENT

DEPARTMENT OF STORMWATER UTILITY
 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 SWU@KENOSHA.ORG

August 14, 2014

To: Patrick A. Juliana, Chairman
 Stormwater Utility Committee

From: Shelly Billingsley *Shelly Billingsley*
 Deputy Director of Public Works/City Engineer

Subject: July 2014 Stormwater Utility Disbursements

BACKGROUND/ANALYSIS

The Finance Department has prepared the monthly stormwater utility disbursements for July 2014.

RECOMMENDATION

Staff recommends the committee receive and file.

SAB/kjb

START DATE FOR SUMMARY: 7/01/14 END DATE FOR SUMMARY: 7/31/14

CHECK #	CHECK DATE	VENDOR NAME	ACCOUNT	DESCRIPTION	AMOUNT
139452	7/03	COMSYS, INCORPORATED	501-09-50101-215-000	7/08-8/07/14 SERVICE	10,193.26
139461	7/03	KENOSHA NEWS	501-09-50106-219-000	06/14 PW-BID SOLICIT	59.95
139614	7/03	CICCHINI ASPHALT LLC	501-00-21128-000-000	ESCROW 5811 99 AVE	5,000.00
139638	7/03	MENARDS (KENOSHA)	501-09-50105-344-000	06/14-SW MERCHANDISE	249.90
			501-09-50105-344-000	06/14-ST MERCHANDISE	124.95
			501-09-50105-344-000	06/14-SW MERCHANDISE	65.91
				..... TOTAL	440.76
139643	7/03	OUTSTANDING GRAPHICS	501-09-50101-311-000	SWU DOOR HANGERS	183.00
139656	7/03	BRUCE MUNICIPAL EQUIPMENT	501-09-50105-361-000	MANHOLE COVER HOOKS	206.52
139701	7/09	FIRST SUPPLY CO.	501-09-50104-344-000	06/14 SW SUPPLIES AN	38.00
139715	7/09	TDS	501-09-50101-227-000	07/14 PHONE SERVICE	225.31
			501-09-50101-225-000	07/14 PHONE CALLS	.59
				..... TOTAL	225.90
139718	7/09	HOLLAND SUPPLY, INC.	501-09-50105-344-000	06/14-SW HYDRAULIC F	37.74
			501-09-50105-344-000	06/14-SE HYDRAULIC F	25.16
				..... TOTAL	62.90
139728	7/09	US CELLULAR	501-09-50103-226-000	06/14 SW-CELL AIRTM	15.20
			501-09-50106-226-000	06/14 SW-CELL AIRTM	3.05
				..... TOTAL	18.25
139731	7/09	VERIZON WIRELESS	501-09-50103-226-000	07/14 DATA PLAN	80.02
			501-09-50103-226-000	07/14 CELL SERV/AIRT	57.73
			501-09-50101-226-000	07/14 CELL SERVICE	57.70
			501-09-50106-226-000	07/14 DATA PLAN	40.01
			501-09-50106-226-000	07/14 DATA PLAN	40.01
				..... TOTAL	275.47
139743	7/09	MENARDS (KENOSHA)	501-09-50105-353-000	06/14-SW MERCHANDISE	209.93
			501-09-50103-361-000	06/14-EN MERCHANDISE	203.68
				..... TOTAL	413.61

START DATE FOR SUMMARY: 7/01/14 END DATE FOR SUMMARY: 7/31/14

CHECK #	CHECK DATE	VENDOR NAME	ACCOUNT	DESCRIPTION	AMOUNT
139797	7/11	LINCOLN CONTRACTORS SUPPLY	501-09-50105-361-000	06/14 SW TOOLS AND S	279.00
			501-09-50105-361-000	06/14 SW TOOLS AND S	238.53
			501-09-50103-361-000	06/14 EN TOOLS AND S	106.18
			501-09-50105-389-000	06/14 SW TOOLS AND S	61.46
				..... TOTAL	685.17
139802	7/11	CONNEY SAFETY PRODUCTS	501-09-50105-382-000	EYE WASH SOLUTION	254.88
			501-09-50105-382-000	EYEWEAR CLEANING	33.92
				..... TOTAL	288.80
139804	7/11	MANDLIK & RHODES	501-09-50102-219-000	06/14 YW COUPON PRG	79.21
139807	7/11	JAMES IMAGING SYSTEMS, INC.	501-09-50101-232-000	07/14 PW-COPIER CHGS	162.39
			501-09-50105-232-000	06/14 ST-OVERAGES	35.06
			501-09-50105-232-000	07/14 ST-COPIER SRV	22.45
				..... TOTAL	219.90
139813	7/11	WASTE MANAGEMENT OF WI	501-09-50104-253-000	06/14 287.95 TONS	6,968.39
			501-09-50104-253-000	06/14 WDNR TONNAGE	3,743.35
			501-09-50104-253-000	06/14 FUEL SURCHARGE	625.76
			501-09-50104-253-000	06/14 ENVIRO SURCHG	150.00
				..... TOTAL	11,487.50
139823	7/11	FASTENAL COMPANY	501-09-50105-367-000	06/14 SW TOOLS/MATER	100.16
139877	7/11	ZENTMYER, JENNIFER	501-09-50103-261-000	06/14 193 MILES	108.08
139909	7/16	LINCOLN CONTRACTORS SUPPLY	501-09-50105-361-000	06/14-SW TOOLS/SUPPL	279.00
			501-09-50105-361-000	06/14-SW TOOLS/SUPPL	111.80
			501-09-50104-361-000	06/14-SW TOOLS/SUPPL	20.76
			501-09-50105-235-000	06/14-SW TOOLS/SUPPL	11.00
			501-09-50105-235-000	06/14-SW TOOLS/SUPPL	10.38
				..... TOTAL	432.94
139912	7/16	MANDLIK & RHODES	501-09-50102-219-000	06/14 YW COUPON PRG	272.43
139919	7/16	GETUM, INC.	501-09-50105-359-000	M-1 ADHESIVE SEALANT	357.00
139932	7/16	MENARDS (KENOSHA)	501-09-50105-344-000	06/14-SW MERCHANDISE	139.92

START DATE FOR SUMMARY: 7/01/14 END DATE FOR SUMMARY: 7/31/14

CHECK #	CHECK DATE	VENDOR NAME	ACCOUNT	DESCRIPTION	AMOUNT
139952	7/16	MCKEE ASSOCIATES	501-00-21128-000-000	ESCROW 12214 75TH ST	5,000.00
139961	7/16	SAUCEDA, SERAPIO	501-00-21128-000-000	ESCROW 4604 19TH PL	2,000.00
139964	7/16	MEHRIGN, JOHN & JUDY	501-00-21128-000-000	ESCROW 2000 46TH AVE	2,000.00
139996	7/18	MINNESOTA LIFE INSURANCE	501-09-50101-156-000	08/14 PREMIUM	24.75
			501-09-50103-156-000	08/14 PREMIUM	3.05
				..... TOTAL	27.80
140002	7/18	ZARNOTH BRUSH WORKS, INC.	501-09-50104-344-000	06/14-SWEEPER PARTS/	772.80
			501-09-50104-344-000	06/14-SWEEPER PARTS/	265.00
				..... TOTAL	1,037.80
140025	7/18	MENARDS (KENOSHA)	501-09-50105-355-000	06/14-SW MERCHANDISE	51.48
140031	7/18	BELLE CITY FIRE EXTINGUISHER	501-09-50105-259-000	06/14 EXTINGUISHER S	641.20
140071	7/23	DUECO, INC	501-09-50106-344-000	HYD. REPAIRS	2,301.41
140085	7/23	BROOKS TRACTOR, INC.	501-09-50105-235-000	PAVEMENT BREAK REPR	1,397.08
140095	7/23	T-MOBILE	501-09-50103-226-000	6/08- 7/07 WIRELESS	42.19
140119	7/23	MENARDS (KENOSHA)	501-09-50105-344-000	06/14-SW MERCHANDISE	17.49
140124	7/23	RUSSO POWER EQUIPMENT	501-09-50105-369-000	CUTOFF SAWS	2,184.00
140127	7/23	RESOURCE RECOVERY SYSTEMS	501-09-50105-219-000	SCREENING RENTAL	6,100.00
140150	7/25	LORENZ TOPSOIL	501-09-50105-353-000	TOPSOIL	55.00
140169	7/25	LINCOLN CONTRACTORS SUPPLY	501-09-50105-361-000	06/14-ST TOOLS/SUPPL	210.99
			501-09-50105-235-000	06/14-SW TOOLS/SUPPL	77.82
			501-09-50105-235-000	06/14-SW TOOLS/SUPPL	70.90
				..... TOTAL	359.71
140175	7/25	CICCHINI ASPHALT LLC	501-09-50105-219-000	06/14 SW ASPHALT INS	940.50
140184	7/25	WASTE MANAGEMENT OF WI	501-09-50105-253-000	07/14 153.21 TONS	3,707.68
			501-09-50105-253-000	07/15 WDNR TONNAGE	1,991.73
			501-09-50104-253-000	07/15 54.03 TONS	1,307.53
			501-09-50104-253-000	07/14 WDNR TONNAGE	702.39
			501-09-50105-253-000	07/14 FUEL SURCHARGE	340.80
			501-09-50105-253-000	07/14 ENVIRO SURCHG	126.00
			501-09-50104-253-000	07/14 FUEL SURCHARGE	118.70
			501-09-50104-253-000	07/14 ENVIRO SURCHG	30.00
				..... TOTAL	8,324.83

JOB NAME: KVNSWU
PROGRAM ID. KVN078
RUN DATE 8/01/14

TIME 10:35:42

CITY OF KENOSHA

SWU ACCOUNTS (501) DISBURSEMENT JOURNAL

START DATE FOR SUMMARY: 7/01/14 END DATE FOR SUMMARY: 7/31/14

CHECK #	CHECK DATE	VENDOR NAME	ACCOUNT	DESCRIPTION	AMOUNT
140226	7/30	HWY C SERVICE	501-09-50106-344-000	07/14-PA SERVICE/PAR	44.58
140267	7/30	FASTENAL COMPANY	501-09-50105-344-000	07/14 SW TOOLS/MATER	77.71
140287	7/30	FABCO RENTS	501-09-50105-282-000	07/14 SW EQUIPMENT R	5,396.50
140300	7/30	NEWELL, JONATHAN	501-00-13114-000-000	SWU#19150 OVERPAY	9.81
GRAND TOTAL FOR PERIOD *****					69,297.82

August 15, 2014

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

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

SUBJECT: Stormwater Utility Project Status Report

- 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] In the process of further field testing and observations. (16)
- Project #10-1131 River Crossing Swale Restoration** – [AES] 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 #11-1135 Stormwater Management Plan Development** – Staff continues to work through City watershed by watershed. (City wide)
- Project #11-1137 Pike River Monitoring (WI Coastal Manag. Grant)** – Staff has submitted copies for Draft Report. (1 and 4)
- Project #12-1111 Misc. Storm Sewer – Sump Pump Connections** – Staff is preparing plans and specs for construction in 2015. (12)
- Project #12-1136 Pike River Monitoring (Fund for Lake Michigan Grant)** – Staff is reviewing draft report. (1 & 4)
- Project #12-1140 Detention Basin Certifications** – [Clark Dietz] –Clark Dietz is currently making revisions to comments submitted by staff. (City wide)
- Project #11-1025 - 122nd Avenue – 71st Street to 74th Street** – [AW Oakes] Waiting for close out documents. (16)
- Project #13-1012 - Resurfacing I** – [Stark] 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 #13-1025 56 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 #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 #13-1417 - Tree Removal** – Project has begun. (Parks funding) (Citywide)
- Project #14-1131 – Curb and Gutter Repair Program** – [AW Oakes] Project started on May 29 and is approximately 65% complete. (Stormwater Utility funding also) (Citywide)
- Project #13-1132 – River Crossing Swale Restoration Phase II** – No bids were received will re-advertise in Spring of '15.
- Project #13-1133 – Oil Drop-Off Structures** – Street Division Personnel will be constructing shelters in winter when time allows for installation in spring. (2,15)
- Design Work-** Staff is working on the following projects: Sump Pump Priorities, SWPPP Updates, Website Design, GPS Data Forms, Storm Sewer Investigation for Roadway Projects, Permit Compliance, SWU Reporting, Pollution Prevention Structures, Stormwater Management Facility Inspections, Miscellaneous Storm Sewer, projects for contractor and SWU crews, Yardwaste coupons